GWS Project Adherence and Participation Term

GWS-APP-001 · Version 1.1

Institutional Use   Issued 09/03/2026

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DOCUMENT CONTROL

Field	Value
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Owner	Project Economic Governance
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This term is signed at the start of every project involving an associate, strategic partner or third party with an economic share in the result. It records, in a single document, the participant's expected contribution, the corresponding recognition in the form of participation, and the transparency rule that allows the project result to be tracked from plan to actual.

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PROJECT IDENTIFICATION

Client / Account:

Project / Workstream:

Contract / Commercial Reference:

Initial expected period:

Project base currency:

Responsible GWS manager:

02

PARTICIPANT IDENTIFICATION

Name / Corporate name:

Type of participant:

Tax ID (CPF / CNPJ):

Responsible representative:

E-mail:

Phone:

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NATURE OF THE PARTICIPATION

Mark the main nature of the participation:

- ☐ Associate with recurring economic participation in the project
- ☐ Strategic partner with a defined economic participation
- ☐ Third party with participation tied to a specific deliverable
- ☐ Other arrangement formally approved by GWS

Brief description of the participant's role in the project:

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AGREED CONTRIBUTION AND PARTICIPATION RATIONALE

Economic participation arises from an identifiable contribution. Before execution begins, the parties record which contribution supports the agreed recognition. Mark the applicable items:

- ☐ Origination of the opportunity
- ☐ Active commercial support
- ☐ Partial co-execution
- ☐ Technical leadership of a workstream
- ☐ Relevant relationship access
- ☐ Allocation of structure, risk or funding investment
- ☐ Other approved rationale

Objective description of the agreed contribution and expected result:

Criterion for verifying the contribution during the project:

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BASE ECONOMIC RULE

This term acknowledges that the participant's economic share does not arise, as a rule, from the gross contract revenue, but from the distributable base calculated by GWS under the project's current economic model.

The parties acknowledge that the project result will be determined following at least the sequence below:

- gross contracted or measured revenue;
- applicable economic base adjustments;
- taxes levied on GWS revenue;
- direct contract and project costs;
- applicable BDI, overhead and risk provisions;
- exclusion of pass-through reimbursements and other non-distributable amounts;
- definition of the distributable base;
- allocation according to the approved and current economic composition.

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INITIAL ECONOMIC COMPOSITION OF THE PROJECT

Party	Type	Initial share	Note
GWS	Core entity	_____ %	balance after external participations
Participant under this term	Associate / Partner / Third party	_____ %	per the contribution agreed in section 4
Other participants, if any	__________________ _	_____ %	attach complementary record

Additional notes on limits, conditions or triggers of the participation:

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TRANSPARENCY AND ACCOUNTABILITY

The project's economic follow-up will observe the following transparency rules:

- the participant receives the shareable view of the project's economic model, open enough to understand revenue, taxes, costs, overhead and distribution;
- the BDI is presented broken down by component, with the risk component segregated;
- reimbursements are treated as pass-through to the beneficiary and are never confused with dividends or with the participation base;
- the closing of each period and of the project allows comparison between planned and actual figures;
- recurring instructions and assumptions are consolidated into single notes, avoiding repeated and divergent remarks;
- GWS may keep a reserved internal record for sensitive costs, provided the shareable view preserves economic transparency sufficient for audit and governance.

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PROJECT GOVERNANCE RULES

The participant declares awareness of and agreement with the following guidelines:

- the project's economic composition must be approved before relevant execution begins;
- any change in percentage, contribution or economic scope requires a new documented version of this term or of a specific annex;
- the BDI risk component, if unused, may return to the distributable result according to the project rule;
- calculation disputes are addressed first through the documentation, based on the approved composition and the planned-versus-actual comparison;
- the participant does not acquire, through this term, any power to act on behalf of GWS outside the formally authorized scope.

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LINK TO THE GWS INSTITUTIONAL POLICIES

Participation in the project presumes adherence to the current GWS institutional policies:

Document	Code
GWS Code of Ethics and Conduct	GWS-COD-001
GWS Compliance Policy	GWS-COMP-001
GWS Information Security Policy	GWS-ISI-001
Conflict of Interest Disclosure Form	GWS-COI-001
Policy Acknowledgement and Adherence Term	GWS-ACK-001

Where the participant has not yet signed the Policy Acknowledgement and Adherence Term (GWS-ACK-001), signing this term implies the commitment to do so before relevant execution begins.

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CONFIDENTIALITY AND USE OF INFORMATION

The participant undertakes to treat as confidential the commercial, technical, contractual, economic and corporate information accessed in connection with the project, using it only for the approved purpose and respecting the sharing limits defined by GWS.

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TERM AND REVIEW

This term takes effect on the date of signature and remains valid for as long as the signatory participates in the project, without prejudice to review or replacement by a specific subsequent instrument. Material changes in contribution, percentage or scope require a new signed version.

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FINAL STATEMENTS

By signing this term, the participant declares that they:

- understand the project's general economic rationale and the contribution supporting their participation;
- acknowledge that the result calculation depends on the contract and project economic sequence described in section 5;
- agree that their participation is tied to the formally approved economic composition;
- undertake to report conflicts of interest, deviations or relevant changes of context;
- adhere to the GWS institutional policies listed in section 9;
- acknowledge that shared economic transparency does not eliminate the existence of a reserved GWS internal record for sensitive items.

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SIGNATURES

For GWS:

Name:

Position:

Signature:

Date: ____ / ____ / ________

For the Participant:

Name:

Position / Qualification:

Signature:

Date: ____ / ____ / ________

Witness 1:

Name:

ID document:

Signature:

Witness 2:

Name:

ID document:

Signature:

For internal and institutional GWS use. Document subject to periodic review.

GWS

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