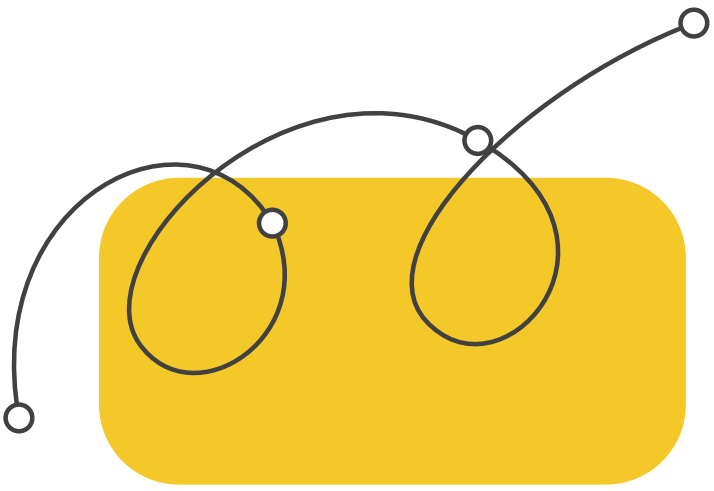
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Doing business in Brazil

A practical legal guide for international investors and business leaders

ENTER / INVEST / OPERATE / GROW



October 2026

Brazilian law. Commercial clarity.

Make the legal structure work for the business.

Brazil rewards a coordinated entry strategy: the company, money, people, contracts and permissions must work together.

This guide is written for foreign founders, corporate development teams, family businesses, private investors and executives planning to establish, acquire or expand an operation in Brazil. It focuses on decisions that change cost, control, execution risk and the ability to exit.

Incorporation is only one part of market entry. A registered company may still be unable to invoice, import, employ staff, access banking services or perform a regulated activity. An attractive purchase price can be undermined by legacy liabilities or by a transaction structure that does not match the operating model.

The chapters connect the legal rule to a business decision and to the evidence required to implement it. Diagrams are conceptual illustrations, not statistical forecasts. Checklists and suggested project stages are editorial recommendations rather than statutory deadlines.

Research cut-off: 27 October 2026. Tax, labor, foreign-exchange and regulatory rules can change quickly. Transitional rules and sector-specific exceptions must be checked against the actual transaction. This is general information, not a legal opinion on any identified investment.

Editorial independence: this is an original BSAdv synthesis. No client information or confidential case material has been used.

The central question
What must be true, documented and approved before capital is committed, operations begin or a transaction closes?

A guide to the investment lifecycle

04 The executive decision map

05 Choose a route to market

06 Build the right corporate vehicle

07 Governance that protects the investment

08 Foreign capital, banking and remittances

09 Tax: model the full economic chain

10 Consumption tax reform: the transition

11 M&A: structure before negotiating price

12 Turn diligence into deal protection

13 Merger control and regulatory approvals

14 Contracts built for execution

15 People, payroll and the new working week

16 Compliance and public-sector business

17 Data, technology and intellectual property

18 Real estate, environment and sector exposure

19 Disputes, arbitration and enforceability

20 Judicial signals for investors

21 The first 100 days

22 Exit readiness and investment committee questions

23-24 Legislation, regulators and higher courts

25 Editorial method and visual identity

Start with six investment decisions.

Resolve the critical dependencies before treating Brazil as a single market-entry project.

Decision	What to establish before commitment
Market access	Can the proposed owner and vehicle perform this activity in this location?
Control	Which decisions require consent, and who can bind the business?
Capital	How will money enter, fund operations and return to investors?
Liability	Which historic and operating exposures follow the chosen structure?
Execution	Which approvals, contracts and registrations are closing or launch conditions?
Exit	Can shares, assets, contracts and licenses be transferred as intended?

The order matters. A licensing restriction may determine the corporate structure. The structure determines funding and tax treatment. Funding affects documentation, pricing and remittances. The operating model determines employment, consumer and data obligations.

Use one decision register with an accountable owner, a documentary source and a release condition for each material issue. A finding is not resolved merely because it has been mentioned in a legal report: it needs an accepted solution, an adequate reserve or an explicit decision to take the risk.

Investment committee test
Approve the business case, the legal feasibility and the cash-flow model together. A conditional investment decision should say which unresolved facts could change price, timing or willingness to proceed.

Legal anchors: Civil Code; Corporations Law; Foreign Exchange Law; Competition Law. See L1, L2, L4 and L8. Suggested management framework: BSAdv editorial synthesis.

Choose a route to market.

The best entry model follows the commercial plan, the regulatory perimeter and the amount of control required.

Route	Best suited to	Principal legal question
Direct cross-border sales	Testing demand with limited local infrastructure	Who imports, invoices and bears product, tax and consumer obligations?
Distributor or representative	Using a local channel and established relationships	What protections and mandatory termination rights apply to the actual relationship?
Brazilian subsidiary	Building local operations and a durable platform	Can the entity obtain banking, registrations and licenses for its real activity?
Joint venture	Combining capital, access and local capabilities	Who controls strategic decisions, funding and deadlock?
Acquisition	Buying customers, assets, capabilities or scale	What liabilities and change-of-control restrictions come with the target?

A Brazilian subsidiary is legally distinct from a branch of the foreign company. A branch requires a specific authorization route and is not simply another name for a wholly owned subsidiary. Foreign ownership is broadly possible, but activities and assets such as financial services, broadcasting, rural land and border-area interests require specific screening.

Avoid assuming that a third-party sales arrangement eliminates Brazilian exposure. Local activities, employees, dependent agents, consumer supply and data processing may create obligations even without a subsidiary. For a representative relationship, assess Law 4,886/1965 and the facts of the arrangement before importing a foreign termination template.

Decision output: a short route-to-market memorandum covering the proposed activity, owner, invoicing chain, tax assumptions, local footprint and required permissions.

Sources: L1, L4 and L5.

Build the right vehicle.

For many inbound investments, the main comparison is between a limitada and a corporation.

Feature	Limitada (Ltda.)	Corporation (S.A.)
Ownership	Quotas; can have a single owner	Shares; specific shareholder-count rules and exceptions
Documentation	Articles of association and quota holders' agreement	Bylaws, corporate books and shareholders' agreement
Governance	Flexible management within Civil Code rules	More structured corporate bodies and formalities
Capital raising	Suitable for many closely held operations	Often preferred for more complex equity structures; required for public equity markets
Practical focus	Authority, voting thresholds, transfer restrictions	Classes, voting rights, corporate approvals and disclosure

Foreign investors should prepare an ownership chart through to the ultimate beneficial owners, evidence of legal existence and valid corporate approvals. Foreign documents may require apostille or consular legalization and sworn translation. The precise requirements depend on the issuing country, document and receiving authority.

CNPJ registration, commercial registration, tax registrations, municipal zoning and licensing are related but distinct steps. Company formation should be designed around the actual activities and address. A virtual office may be inappropriate for activities that require an operational site, storage or inspection.

There is no universal capital amount suitable for every business. Sector rules, immigration requirements, solvency, banking expectations and the funding runway may influence the required amount. The entity's capital should be consistent with the commitments it will undertake.

Legal anchors: L1, arts. 1,052 onward and 1,134 onward; L2.

Make control operational.

An ownership percentage does not by itself tell an investor who controls the business.

1 **Authority**
Who can sign?

2 **Consent**
Who can veto?

3 **Information**
Who can inspect?

4 **Remedy**
What if it fails?

Align the documents

The articles or bylaws, investment agreement, shareholders' agreement, powers of attorney and bank mandates should form a coherent system. A negotiated veto is less useful if it does not reach the corporate approval or execution process.

Reserve decisions that change the investment

Consider debt, guarantees, related-party transactions, annual budgets, new equity, disposals, changes of business and appointment of key officers. Distinguish normal operating discretion from matters that genuinely require investor consent.

Build a remedy for predictable disagreements

Set a funding process, escalation procedure and workable deadlock solution. A buy-sell mechanism needs valuation rules, payment terms, financing assumptions and enforceable implementation steps. Forced transfers should not depend solely on cooperation from the defaulting party.

Preserve visibility and accountability

Specify periodic reporting, accounting standards, inspection rights and conflict-of-interest procedures. Keep minutes and decision records. Corporate separateness, documented intercompany dealings and appropriate capitalization matter in a dispute and during a future sale.

Minority investment question
Can the investor discover a problem early, prevent an irreversible decision and activate a practical remedy? Negotiate those capabilities alongside valuation.

Legal anchors: L1; L2, including art. 118 for shareholders' agreements. These recommendations are transaction-design judgments, not a claim that every right is mandatory.

Plan the money trail.

Capital entry, corporate documentation, accounting and outbound payments must reconcile.

1 **Identify** Investor and UBO

2 **Document** Equity or debt

3 **Transfer** Bank and FX

4 **Report** Applicable filings

Brazil's foreign-exchange framework is principally organized under Law 14,286/2021 and Central Bank regulation. Equity investment, shareholder loans, service fees and royalties are different transactions. They require appropriate documentation and can produce different tax and reporting consequences.

The foreign direct investment reporting system is SCE-IED, which replaced the former RDE-IED framework. Reporting obligations depend on the event, value and size of the Brazilian recipient. SCE-Crédito addresses relevant external credit transactions. Do not copy obsolete registration thresholds or census calendars from older guides.

Bank onboarding should begin early. Banks may require an ownership chart, beneficial-owner information, identification and proof of authority, together with commercial and source-of-funds documentation. An incorporated entity is not guaranteed immediate banking access. The bank's onboarding process and a government registration serve different purposes.

For a proposed outbound payment, establish the legal basis, evidence of the underlying obligation, tax treatment, corporate authorization and foreign-exchange route. A dividend requires distributable profits and valid approvals; a loan repayment requires a genuine debt and supporting records. Neither can be substituted for the other simply to accelerate a remittance.

Intercompany debt also needs analysis of deductibility, transfer pricing, interest withholding and thin-capitalization rules. Currency mismatch should be reflected in the cash-flow model rather than left as a documentation issue.

Before funding
Agree who owns the corporate filings, tax work, foreign-capital reporting and banking execution. Reconcile the investment amount, investor identity and transaction classification across all four.

Sources: L4; Central Bank SCE-IED / SCE-Crédito framework.

Model the full economic chain.

The relevant number is the investor's after-tax cash flow, not a headline corporate tax rate.

Layer	Questions for the model
Operating profit	Which corporate income-tax regime is available and appropriate? What deductions and losses can be used?
Sales and purchases	Which consumption taxes apply during the transition? Which credits are recoverable and when?
Cross-border payments	What withholding, service-import taxes, treaty rules and documentation apply?
Funding	What are the tax consequences of equity, debt and related-party pricing?
Distributions and exit	What is the tax cost of dividends, capital reduction and a sale?

The ordinary combined IRPJ and CSLL headline rate for many non-financial companies is commonly described as 34%, but the calculation includes an income-tax surtax and is not a universal effective rate. Special sectors, tax regimes, tax losses and incentives change the result. Simples Nacional should never be assumed available for a foreign-owned business.

Dividends changed in 2026. Law 15,270/2025 introduced, as a general rule, 10% withholding on profits and dividends remitted abroad from 2026. Transitional protections, statutory exceptions, treaty interaction and any available credit mechanism require individual analysis. A legacy assumption of universally tax-free outbound dividends is unsafe.

Transfer pricing moved toward an arm's-length framework under Law 14,596/2023. Document the actual functions, assets and risks in related-party arrangements. A signed services agreement alone does not prove that services were supplied, benefited the recipient or were priced appropriately.

Sources: L6-L7. Obtain a current transaction-specific tax model before relying on any numerical assumption.

Manage the transition as a business project.

The dual VAT changes pricing, procurement, working capital, contracts and systems.

1
2026
Testing phase

2
2027
Federal shift

3
2029-32
ICMS / ISS shift

4
2033
Full new model

The reform introduced a federal contribution on goods and services (CBS), a state and municipal tax (IBS) and a Selective Tax. Constitutional Amendment 132/2023 and Complementary Law 214/2025 are core foundations; subsequent legislation, including Complementary Law 227/2026, and implementing acts must be read together.

The transition begins with 2026 testing, including headline test rates of 0.9% for CBS and 0.1% for IBS, subject to the applicable compliance and collection rules. The federal shift starts in 2027. ICMS and ISS are progressively replaced from 2029, with the full new consumption-tax model scheduled for 2033. IPI treatment includes the constitutional protection associated with the Manaus Free Trade Zone.

A projected standard combined rate is not a final universal tax burden. Reduced rates, exemptions, special regimes, credits, destination rules and the specific supply determine the result. The financial model should distinguish tax charged, credit entitlement, credit realization and cash actually received.

Create a contract inventory for price clauses, gross-up, tax changes, credits, reimbursements and long-term commitments. Procurement teams need to assess supplier information and invoice quality. Finance teams need to model the cash-flow effects of collection and credit mechanisms, including split payment as it becomes operationally applicable.

Four workstreams
Tax mapping; ERP and electronic invoicing; contract and pricing review; working-capital planning. Assign a business owner to each and maintain a live register of implementing rules.

Sources: L7; official implementing legislation. Timeline is simplified and does not show every special regime or transitional exception.

Structure the deal before negotiating the fine print.

A share deal and an asset deal can produce very different legal and economic outcomes.

Issue	Share acquisition	Asset acquisition
Business continuity	Entity generally remains the contracting party	Assets and contracts may need individual transfer
Legacy exposure	Historic liabilities remain within the acquired entity	Successor liability can still arise under applicable law
Permissions	Check change-of-control triggers	Check transferability and need for new licenses
Workforce	Employer may remain the same entity	Employment succession requires specific analysis
Tax and price	Review basis, gains and acquisition structure	Review transfer taxes, indirect taxes and allocation

An asset purchase is not automatically a liability-free purchase. Labor, tax, environmental and other successor-liability rules may override the commercial allocation agreed with the seller. An indemnity allocates recourse between the parties; it does not necessarily prevent a regulator, creditor or employee from pursuing the buyer or the business.

Before a binding offer, identify required consents, financing conditions, antitrust exposure and restrictions on transferring core assets or contracts. Confirm that the seller owns the value being acquired: customer relationships, software, brands, permits, know-how and key employees should be mapped to their legal holders.

Separate signing from closing where approvals or preparatory steps are required. Use objective conditions precedent, a realistic long-stop date and interim conduct rules that preserve value without transferring control prematurely.

Sources: L1-L2, L8-L9. Allocation and protection mechanisms require deal-specific drafting.

Turn findings into protection.

Diligence should change the deal, the price or the implementation plan.

Finding	Potential response	Evidence required
Undisclosed tax exposure	Specific indemnity; reserve; price adjustment	Tax periods, legal basis, estimated amount and procedural status
Unclear IP ownership	Assignment before closing	Signed chain of title, employment and contractor documents
Change-of-control consent	Condition precedent	Written consent from the proper counterparty
Workforce misclassification	Remediation and quantified allocation	Actual working practices, contracts and payroll records
Missing license	Cure, redesign or a decision not to proceed	Competent authority's current requirements and approval status

Distinguish known liabilities, contingent liabilities and gaps in evidence. A missing certificate is not proof of a clean business, and a clean certificate does not eliminate every risk. Reconcile the legal findings with financial diligence and the quality-of-earnings analysis.

Choose a price mechanism that fits the accounts and business. A locked-box mechanism needs a reliable reference balance sheet and enforceable leakage protection. Completion accounts need consistent definitions of cash, debt and working capital, together with accounting policies and a practical dispute process.

For indemnities, align the protected loss, cap, basket, survival, claims procedure and recovery source. Escrow, holdbacks, guarantees or insurance may improve recoverability, but each has costs and exclusions. The seller's ability to pay can matter more than an expansive indemnity clause.

Sources: L1-L2, L8-L9. Examples are illustrative BSAdv transaction-design analysis.

Identify the permissions that can stop closing.

Merger control and sector approval are separate questions.

CADE review. Brazil operates a mandatory pre-merger control system for qualifying transactions. The established turnover screening thresholds are BRL 750 million for one economic group and BRL 75 million for another, measured by Brazilian turnover in the preceding year. Transaction type, group definition and Brazilian effects also matter. Confirm the rules in force at signing and closing.

Do not test only the target's local revenue. Foreign-to-foreign deals can require Brazilian notification. CADE has emphasized group-level turnover analysis. Below-threshold transactions may also be called in under the statutory framework. Separate the screening decision from the substantive competition analysis.

Where clearance is required, the parties must preserve independence before approval. Premature implementation, sensitive information exchange or practical integration can create gun-jumping exposure. Use clean teams, proportionate diligence access and interim covenants that preserve value without giving the buyer operational control.

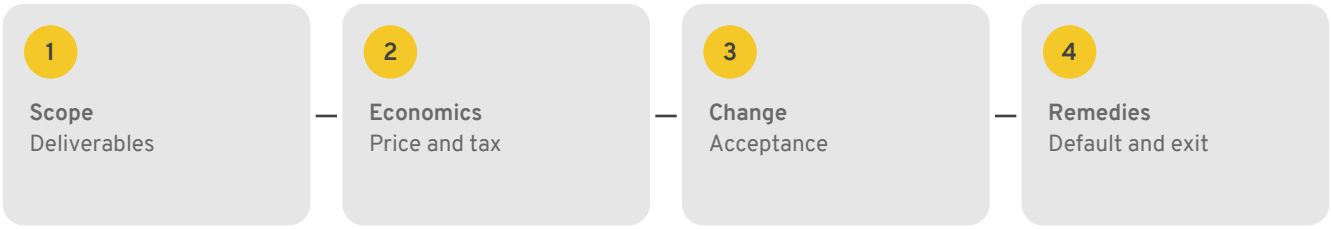
Sector and contract approvals. Financial services, telecommunications, energy, insurance and other regulated businesses have their own rules. A concession agreement or strategic supply contract may impose a separate consent condition. One approval does not cure the absence of another.

October 2026 watchpoint
CADE opened a consultation in September 2026 on notification rules and fast-track procedure. A consultation proposal is not an enacted rule. Recheck the final position before filing or relying on a filing exemption.

Sources: L8; A1-A2.

Draft for performance and evidence.

The agreement should explain how the business actually works, including when something goes wrong.



Translate the operating model into obligations

Define who supplies what, to whom, where and by when. Address specifications, dependencies, acceptance, service levels and change control. A detailed liability section cannot compensate for an uncertain core obligation.

Make money clauses internally consistent

Specify currency, invoicing, due dates, tax allocation, adjustment and treatment of disputed amounts. Foreign-currency obligations require analysis under the applicable statutory exceptions; a foreign party does not make every domestic payment freely dollar-denominated.

Balance risk with recoverability

Define losses covered, exclusions, caps, insurance and claims procedure. Consider carve-outs for fraud, confidentiality, IP and data where commercially justified. Mandatory consumer, labor, environmental or public-law duties may limit a contractual allocation.

Make termination usable

Include the triggering event, notice mechanism, cure period and transition duties. Address data return, IP use, inventory, unpaid amounts and post-termination support. Brazilian agency or representation rules may require treatment beyond the wording of the template.

Document signature authority and preserve the final signed version with its annexes. For bilingual agreements, define the controlling version. Electronic signature and enforceability should be evaluated against the chosen method and the legal requirements for the intended remedy.

Legal anchors: L1, L4-L5 and L10. Good faith, mandatory rules and the facts of the relationship can affect enforcement.

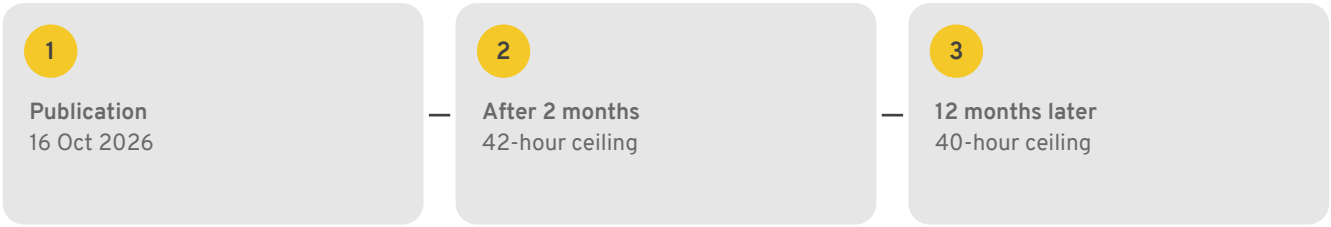
Budget for people and the new working week.

Labor costs and operating capacity must be assessed together.

Employment analysis starts with the work performed in practice. Hiring an individual through a company or labeling a relationship as consulting does not, by itself, settle classification. Review supervision, personal service, continuity and economic arrangements under the applicable legislation and current precedents.

A payroll budget should address salary, the thirteenth salary, paid leave and vacation premium, social contributions, FGTS, benefits, variable compensation and termination exposure. Applicable collective bargaining instruments can materially affect cost and scheduling. Immigration status and permission to work must be checked for foreign personnel.

October 2026 change. Constitutional Amendment 141/2026, published on 16 October 2026, establishes a phased reduction of the standard maximum working week and two weekly paid rest days, without salary reduction. The first working-week reduction is to 42 hours two months after publication; the 40-hour limit follows one year after that first period. Scope, exceptions and collective arrangements require specific review.



Map schedules by employee category and business unit. Review incompatible collective provisions, staffing, hourly-cost calculations, overtime, outsourced services and employment documents. Businesses already operating at 40 hours or less should still assess the rules on weekly rest and the impact on their arrangements.

Acquisition diligence
Quantify both historic employment exposure and the future cost of adapting the operating model. A purchase-price model based only on last year's payroll can miss the transition.

Sources: L9; A3, official Senate reporting. Dates in the diagram express the statutory sequence; application depends on the category and rules governing the arrangement.

Build compliance into the operating model.

Risk tends to arise where commercial pressure meets discretionary authority.

Brazil's Clean Company Act, Law 12,846/2013, establishes administrative and civil liability of legal entities for covered harmful acts against domestic and foreign public administrations. Individuals can also face separate liabilities. A business entering public procurement or operating through intermediaries needs a risk-based integrity program from the outset.

Map the public-sector touchpoints: permits, inspections, customs, public tenders, tax discussions, state-owned counterparties and regulated concessions. Screen agents, consultants, distributors and acquisition targets according to their role and exposure. A contractual anti-corruption clause does not replace diligence or monitoring.

Put controls around commissions, gifts, hospitality, sponsorships, donations and expedited payments. Define approval limits, documentary support and escalation. Maintain accurate books and a protected reporting channel. An effective investigation protocol should address independence, evidence preservation, privacy and remediation.

For M&A, integrity diligence should consider sales channels, government contracts, politically exposed persons, payments lacking a clear commercial purpose and prior investigations. A closing condition or contractual allocation may be appropriate, but public-law liability cannot be neutralized merely by agreement between buyer and seller.

Public procurement is governed by a distinct legal framework, including Law 14,133/2021 and, for state-owned enterprises, Law 13,303/2016 where applicable. Qualification, guarantees, consortium structure, bid commitments and sanctions need review before participation.

Operational test
Can a commercial employee identify a red flag, obtain a timely decision and preserve a record of the response without losing access to the business process?

Legal anchors: L11. Recommendations are proportionate to the business's assessed risk.

Protect data, technology and the chain of title.

Cross-border technology does not remove local legal obligations.

Asset or exposure	What to establish
Personal data	Territorial scope, lawful basis, notices, roles, security and response process
International transfers	A valid LGPD transfer mechanism and the applicable ANPD requirements
Software and know-how	Ownership, licenses, contractor assignments and open-source obligations
Brand	Trademark strategy, clearance, filing and local enforcement
AI and suppliers	Permitted inputs, confidentiality, outputs, auditability and accountability

The LGPD can apply to foreign organizations depending on the processing and their connection with the Brazilian market. GDPR compliance is helpful but is not proof of LGPD compliance. Establish who is controller or processor for each relevant activity rather than applying a single label to an entire corporate group.

ANPD Resolution 19/2024 regulates international transfers and includes Brazilian standard contractual clauses. Assess the mechanism applicable to the recipient and transfer at the relevant date, including any adequacy decision. An intercompany agreement or European clause should not be assumed sufficient without Brazilian analysis.

For IP, confirm that the entity acquiring or commercializing the business owns the required rights or holds a usable license. Employment, contractor and founder arrangements should support the chain of title. Evaluate trademark protection with INPI and whether any technology agreement requires registration or other formalities for the intended effect.

For AI adoption, establish rules on sensitive and confidential inputs, third-party model access, intellectual-property risks, human approval and record retention. Use sector and use-case analysis rather than assuming that a general technology policy covers every application.

Sources: L12; A4, ANPD international-transfer regulation. The table is a diligence framework, not a claim that every item has a single mandatory solution.

Check the site, the asset and the activity.

Property ownership and permission to operate are different legal questions.

Real estate

Review title, encumbrances, possession, zoning, construction regularity, access and permitted use. A lease should fit the licensing and investment timeline. Address improvements, early termination, assignment, renewal and change of control where relevant.

Rural land and border areas

Foreign acquisition and lease of rural property, and interests connected with border areas, require specialized screening. Do not infer that a Brazilian subsidiary eliminates foreign-control restrictions. The ownership chain, location, area and activity matter.

Environmental exposure

Assess licensing, contamination, waste, water use, protected areas and compliance history. Civil environmental obligations can follow the property or activity and may not match the liability allocation agreed with the seller. Diligence may require technical specialists and field work.

Regulated industries

A company's corporate objects do not authorize every regulated service. Financial services, insurance, telecommunications, energy, healthcare, mining and public concessions each require an activity-specific map of authorizations and transfer conditions.

Trade and product access

Identify the importer of record, customs classification, product standards and any ANVISA, MAPA, INMETRO or other approvals. Compute the landed cost and confirm the supply chain before committing to a distribution price or delivery date.

Release condition
Do not treat an application receipt, seller assurance or historical operation as proof that the proposed owner can lawfully perform the intended activity after closing.

Sources: L13; L8-L9 for relevant successor exposure.

Choose the enforcement route before a dispute.

The dispute clause should be designed around assets, counterparties and the remedy likely to be needed.

Question	Why it matters
Where are the assets?	A favorable decision still needs an enforceable recovery path.
What is the dispute likely to involve?	Urgent relief, technical evidence and multiple parties affect procedure.
Is arbitration suitable?	Arbitrability, consent, costs, institution, seat and language need alignment.
Will a foreign decision need recognition?	Brazilian recognition and enforcement formalities must be planned.

Brazil's Arbitration Act supports arbitration of disputes concerning disposable patrimonial rights by capable parties. Institutional rules, seat, number of arbitrators, language and interim relief should be coherent. Confidentiality should be expressly addressed rather than presumed to exist in every arbitration.

A foreign arbitral award normally requires recognition by the STJ before enforcement in Brazil. Recognition is not a full appeal on the commercial merits, but jurisdictional, documentary and due-process requirements remain important. Foreign court judgments have their own recognition framework and exceptions.

In AgInt nos EDcl na HDE 4,880/EX, decided on 13 March 2025 and reported in STJ Informative 856, the court accepted that service in arbitration need not use a letter rogatory where unequivocal proof of receipt exists. The practical lesson is to preserve evidence that notices and the opportunity to participate were effective.

A foreign governing-law clause does not by itself exclude mandatory Brazilian law or solve every jurisdiction issue. Address service, translations, evidence preservation, interim measures and recoverability at the drafting stage.

Sources: L10; J2. The STJ example concerns its particular procedural issue and is not a blanket rule validating all private notices.

Read the holding, then test its limits.

Court decisions matter when their scope is connected to the facts of the investment.

STF / Labor execution and corporate groups

In RE 1,387,795/MG (Theme 1,232), the STF established that labor enforcement generally cannot be pursued against a group company that did not participate in the merits phase. The holding recognizes exceptions for business succession and abuse of legal personality, subject to the required procedure, and preserves specified finalized situations.

Investor implication: group structure and participation in litigation matter, but the decision is not immunity from labor liability. Acquisition diligence still needs to examine succession, abuse allegations, the parties to each claim and its procedural stage. The substantive and procedural questions should be kept separate.

STJ / Foreign arbitration and effective notice

The STJ's HDE 4,880/EX decision illustrates the importance of effective service and proof of receipt when a foreign arbitral award is submitted for recognition. An efficient communication method is useful only if the relevant legal requirements and evidence support it.

Investor implication: maintain accurate contractual addresses, agreed notice channels and reliable delivery records. A dispute procedure should be assessed for its ability to survive enforcement, not only for speed at the outset.

How to use precedent
Identify the court, case, holding, factual assumptions and procedural posture. Then ask whether later developments or different facts change its application. A news headline is an issue-spotting aid; the controlling decision requires legal analysis.

Primary judicial sources: J1, STF Informative 1,194 (20 October 2025); J2, STJ Informative 856 (5 August 2025). Summaries here are paraphrases, not quotations. Case status must be rechecked when advice is implemented.

The first 100 days

An illustrative management plan, to be adjusted to the sector, approvals and transaction.

Stage	Priority work	Release evidence
Days 1-20	Confirm activity, route, ownership, tax assumptions and approval map	Approved feasibility memo, ownership chart and initial budget
Days 21-40	Prepare entity or transaction documents; open banking and diligence workstreams	Executed or agreed documents; complete onboarding pack; risk register
Days 41-60	Resolve licensing, critical contracts, payroll, data and tax-system dependencies	Permission status; contract package; operational controls
Days 61-80	Complete permitted funding or closing steps; test invoicing and reporting	Closing record; bank reconciliation; correct tax documents
Days 81-100	Review governance, filing calendar, integration and unresolved findings	Board-approved action list, owners, deadlines and evidence folder

The stages overlap and do not promise a statutory or banking turnaround. A regulated acquisition, complex licensing project or foreign-document issue may take considerably longer. Work backward from the intended launch and the conditions that cannot be waived.

Maintain a single evidence repository for ownership, authority, registrations, approvals, contracts, payment records and reporting. Use a regular review meeting to resolve dependencies rather than merely exchange status reports. Every material open issue needs a responsible person and a next decision.

Go-live decision
Confirm that the entity can lawfully perform the activity, receive and make the intended payments, issue correct invoices, employ its people and comply with its customer obligations.

This timeline is BSAdv's editorial project framework. Statutory obligations remain governed by the applicable law and the relevant approval or contract.

Build an investment that can be sold.

Exit value depends partly on what a future buyer can verify and transfer.

Start with clean ownership records, valid approvals and documented capital movements. Reconcile cap tables, quota or share registers, option arrangements, convertible instruments and beneficial-owner records. An attractive economic story loses credibility when the legal ownership story is inconsistent.

Maintain contract and license inventories with change-of-control and assignment provisions. Keep IP in the intended entity, intercompany arrangements on documented terms and related-party transactions visible. Unresolved founder, family or minority disputes can reduce optionality and delay a transaction.

Design tag-along, drag-along, pre-emption and exit arrangements for the chosen legal vehicle and actual investor base. Address valuation, timing, authority, payment and implementation. Contractual exit rights do not guarantee a buyer, financing or a specific return.

At the investment committee

1. Is the proposed ownership and operating model legally feasible in the chosen sector and location?
2. Is the model based on current tax, labor and reporting rules, including transition costs?
3. Which liabilities cannot be eliminated by the agreement with the seller or partner?
4. Which consents and permissions are true conditions to commitment, closing or operation?
5. What can the investor monitor, prevent and enforce if the relationship deteriorates?
6. Can the capital, assets and contracts be transferred or monetized through the intended exit?

Execution principle
Commit capital when the commercial case, documentary evidence and legal implementation path support the same decision.

Legislation and official material

Statutory references identify the legal framework; consolidated texts and implementing acts must be checked for the specific decision.

L1 / Civil Code - Law 10,406/2002

Corporate entities, contracts, good faith and liability. Open source

L2 / Corporations Law - Law 6,404/1976

Corporations, corporate bodies and shareholders' agreements. Open source

L4 / Foreign Exchange Law - Law 14,286/2021

Foreign exchange and international capital. Read with current BCB regulation. Open source

L5 / Commercial Representation - Law 4,886/1965

Representation relationships and termination. Reference for case-specific review; no universal termination result is assumed. Open source

L6 / Law 15,270/2025; Law 14,596/2023

Dividend taxation. Transfer pricing: Law 14,596/2023. Open source

L7 / EC 132/2023; LC 214/2025; LC 227/2026

Consumption-tax reform. Official framework and specialist publications reviewed. Open source

Regulators and higher courts

All online research was carried out on 27 October 2026. Links may subsequently change.

L8 / A1 / Competition Law 12,529/2011; CADE turnover guidance

Official CADE explanation of BRL 750m / BRL 75m group thresholds. Current position cross-checked against July-October 2026 specialist reporting. Open source

A2 / CADE - notification rules consultation, 23 September 2026

Official consultation notice reviewed. Proposal distinguished from enacted law. Open source

L9 / A3 / Employment: CLT and Constitutional Amendment 141/2026

Official Senate approval reporting and the published amendment text. Open source

L10 / J2 / Arbitration Act 9,307/1996; STJ Informative 856

AgInt nos EDcl na HDE 4,880/EX, Special Court, 13 March 2025, DJEN 24 March 2025. Informative 856, pp. 6-7. Judicial summary reviewed, not presented as the full case record. Open source

J1 / STF - RE 1,387,795/MG, Theme 1,232

STF Informative 1,194, 20 October 2025. Holding and stated exceptions reviewed. Open source

L12 / A4 / LGPD 13,709/2018; ANPD Resolution 19/2024

Official ANPD description and regulation reviewed, including reference to the 2025 correction. Use current transfer mechanisms. Open source

A source-led guide, with explicit limits.

Research method

Official court and regulatory publications were preferred for judicial and administrative statements. Older publications were not treated as proof of current rates or deadlines.

Additional legal frameworks

L11: Law 12,846/2013 and Decree 11,129/2022 (integrity); Laws 14,133/2021 and 13,303/2016 (procurement). L13: Law 6,938/1981 and applicable environmental rules; Law 5,709/1971 and border-area rules for relevant real estate. These framework references require current, sector-specific analysis.

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General information. Research cut-off: 27 October 2026.