



## **THIRD-PARTY DUE DILIGENCE AND INTEGRITY POLICY**



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APPROVED BY THE GENERAL MEETING OF SHAREHOLDERS OF REAM PARTICIPAÇÕES S.A. ON  
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**Team responsible for the project:**

Executive Board  
Legal Department  
human resources department  
Communication Department  
Integrated Management System Department



**SUMÁRIO**

<b>1. INTRODUCTION .....</b>	<b>4</b>
<b>2. PURPOSE.....</b>	<b>4</b>
<b>3. APPLICATION.....</b>	<b>4</b>
<b>4. DEFINITION .....</b>	<b>4</b>
<b>5. THIRD-PARTY DUE DILIGENCE .....</b>	<b>5</b>
5.1.1. SUBMITTING A COMPLIANCE QUESTIONARY .....	6
5.1.2. INDEPENDENT BACKGROUND CHECKS.....	6
5.1.3. RISK RATING .....	7
5.1.4. HIRING ASSESSMENT AND RECOMMENDATIONS .....	8
<b>6. RESPONSIBILITIES.....</b>	<b>9</b>
<b>7. TRAINING SESSIONS .....</b>	<b>9</b>
<b>8. MISCELLANEOUS.....</b>	<b>9</b>



## 1. INTRODUCTION

The Third-Party Due Diligence Policy ("Policy") is an Internal Normative Document that defines the rules and methodology for carrying out the Third-Party Due Diligence process with whom the Company is related in terms of corporate integrity, in order to mitigate possible risks associated with its hiring.

All Employees must observe the content of this Policy and the best corporate governance practices related to the assessment of the integrity of Third Parties that act on behalf, interest or benefit of the Company, thus promoting transparency and adequate risk management associated with their hiring.

## 2. PURPOSE

This Policy aims:

- To establish rules and requirements applicable to the Third-Party Due Diligence processes regarding the third parties with which the Company works with;
- To protect the Company from the risks associated with contracting untrustworthy Third Parties and thus safeguard its good reputation; and
- To provide for the third-party assessment methodology and the powers of the Company's main governance bodies in this process.

## 3. APPLICATION

This Policy is applicable to all Employees who participate in the selection and hiring process of Third Parties and must be interpreted in conjunction with the Code of Conduct and Corporate Ethics, the Policy on Combating Corruption Practices and with other internal Company rules.

All Employees, regardless of their positions, must know and ensure compliance with the principles and requirements of this Policy, and they are also responsible for actions (or omissions) of their subordinates in violation of the guidelines and requirements herein.

Any violations to this Policy will be subject to the applicable measures and sanctions, in accordance with disciplinary, administrative, civil or criminal rules, at the Company's discretion.

In case of conflict between the guidelines described herein and in other Company internal regulations, the Compliance Department shall be consulted.

## 4. DEFINITION

**"Employees"** means all employees, board members and committees, officers, managers, interns, apprentices, contractors or persons who work in the interest or benefit of the Company or its subsidiaries, regardless of hierarchical level.

**"Third Parties"** means any service providers, suppliers, attorneys, intermediaries, translators, correspondents and other third parties contracted by the Company or its controlled companies and/or acting on its behalf, interest or benefit.

**"Internal Normative Document"** is an official internal document, issued as a set of objective rules and continuous actions that regulate certain aspects of the Company's business, mandatory for the Employees covered by it.

**"Third-Party Due Diligence"** means the process of investigative evaluation of the Third Party's history and integrity profile, based on the notion of reasonableness and good faith, in accordance with current legislation, to be carried out aimed at helping the Company and its Employees, in the exercise of commercial



operations or in the taking of managerial decisions, especially, before the establishment of any contractual relationship with Third Parties.

**“Conflict of Interest”** means any situations or circumstances in which the private interests of the Third Party or those close to it may be incompatible or conflict with the interests of the Company, and, thus, they may affect the proper development of their duties and professional attributions – including taking decisions that may result in losses for the Company and/or for the companies that make up its economic group.

**“Government Official”** means any agent, authority, employee, servant, employee, officer, director or representative of any governmental entity, department, agency or public office, including any entities of the Executive, Legislative and Judicial branches, entities of the direct or indirect government, publicly traded corporations, government-controlled private company, agencies and state-owned, national or foreign foundations; any person exercising, even temporarily and without compensation, position, function or employment in any entity of a State; officer, director, employee or representative of a state-owned organization; and officer, director or employee of any political party, as well as candidates running for elective or political public office, in Brazil or abroad.

**“Strategic Information”**: means any confidential, competitively sensitive or strategic information that concerns the Company, its activities and/or the sector in which it operates.

**“Anti-Corruption Laws”** means all applicable Brazilian or foreign laws relating to corruption, bribery, fraud, conflict of public interest, misconduct in public office, violations of public procurement process and contracts, money laundering, political or electoral donations, or conducting business in a non-ethical manner, including, without limitation, Law No. 12,846/2013 (the “Anti-Corruption Law”), Decree No. 11,129/2022 (the “Regulatory Decree”), Law No. 8,429/1992, as amended by Law No. 14,230/2021 (the “Administrative Improbability Law”), Law No. 9,613/1998 (the “Anti-Money Laundering Law”), Law No. 12,529/2011 (“Competition Law”), Law no. 8.666/1993 (the “Public Procurement Law”), Law No. 14,133/2021 (the “New Public Procurement Law”), the Brazilian Penal Code, in addition to other similar laws.

**“Compliance Questionnaire”** means the questionnaire for evaluating suppliers and Third Parties prepared for the assessment of Compliance risks, approved by the General Shareholders' Meeting and available as **Annex I** to this Policy

## 5. THIRD-PARTY DUE DILIGENCE

The Company operates in accordance with the highest standards of corporate integrity and ethics and, therefore, must seek commercial and institutional relationships with individuals and organizations that share the same values.

The Company is committed to hiring Third Parties based on an unbiased analysis of technical and professional criteria, business conditions, term and quality, in addition to the requirement of compliance with any and all legal, labor, environmental, occupational safety or integrity provisions by the their contractors.

Employees are responsible for engaging Third Parties to whom the Company relates, so that they comply with the integrity requirements necessary for their hiring and for maintaining a harmonious and long-lasting relationship with the Company.

The steps described in this Policy must be followed before hiring any Third Party. These steps must be completed and documented in accordance with the provisions of this Policy, as necessary, and copies must be kept in the Company's files for a period of five (5) years.

### 5.1. METHODOLOGY

Once the need to hire a Third Party is found, the professional requesting the hiring must submit a registration request, which will be received and processed by the Compliance Department.

In all cases, the department responsible for hiring must forward a copy of the Corporate Code of Conduct and Ethics and the Company's Anti-Corruption Practices Policy and the Compliance Questionnaire



to all Third Parties that demonstrate an interest in participating in hiring processes promoted by the Company before starting the execution of its services.

### **5.1.1. Submitting a Compliance Questionary**

The Compliance Department may rely on the support of other departments (such as Legal, Human Resources and Ethics Committee) to analyze responses to the Compliance Questionnaire.

The Compliance Department may request additional information and documents from Third Parties before completing its review. Where necessary, the Compliance Department may also carry out additional queries in media outlets with national repercussions or in relevant locations and in public data and information sources before making a recommendation.

### **5.1.2. Independent Background Checks**

During the Independent Background Check phase, the Company may carry out the following activities to identify information about the reputation and integrity profile of Third Parties:

- i. First-Level Corporate Information: Analysis of corporate name, registration status with the CNPJ [Corporate Taxpayer ID], capital, and corporate purpose;
- ii. Second-Level Corporate Information: Analysis of the corporate composition of the surveyed party to identify the partners, shareholders and main managers of the surveyed party;
- iii. Adverse Media Analysis: Adverse media searches that indicate the surveyed party's involvement with allegations of corruption, fraud, acts of misconduct in public office, crimes or any other conduct that discredits the surveyed party's reputation or that may pose a risk to the Company. The survey shall include at least the review of the first 50 results obtained through the Google Brazil search tool based on the combination of the name of each surveyed party with the following terms: "corruption," "fraud," "kickback," "crime," "violation," "fine," "illegal," "government," "bribery," "candidate," "audit," "misconduct in public office," "contribution," "defendant," "suspect," "proceeding;"
- iv. Address Analysis: Image analysis indicated in the Google Maps tool from the search for the address of the surveyed party's domicile in order to identify atypical situations;
- v. Conflict of Interest Analysis: Checking the List of Politically Exposed Persons (PEPs) on behalf of the Third Party or, in the case of Legal Entities, of its partners and managers;
- vi. Analysis of Enrollment in Sanction Lists: Checking the National Registry of Debarred or Suspended Companies (CEIS), the National Registry of Sanctioned Companies (CNEP) and the National Registry of Civil Court Awards for Public Improbability (CNCIA);
- vii. Analysis of Legal Proceedings: Checking with the Federal Supreme Court, the Superior Court of Justice and the State and Federal Lower Courts and Appeals with jurisdiction over the surveyed party's domicile and the Federal Prosecutor's Office's database;
- viii. International Sanctions Lists: Checking international sanction database, such as the list maintained by the United Nations Security Council; and/or
- ix. Analysis of Electoral Donations: Checking the databases of the Superior Electoral Court and the Regional Electoral Court with jurisdiction over the surveyed party's domicile referring to the last four (4) elections, whether they are Federal, State or Municipal, on behalf of the Third Party and, if the latter is a legal entity, of its partners and managers.

The Company may hire independent research tools to assist in carrying out the above mentioned Independent Background Check activities.



### 5.1.3. Risk Rating

Based on the responses to the Compliance Questionnaire, and on the results of the Background Checks mentioned in item 5.1.2., the Third Parties shall be rated by the Compliance Department according to the apparent risk and within the parameters described below:

RISK	THIRD PARTY CATEGORY
LOW	<p>The following may be considered as Low Risk Third Parties:</p> <ol style="list-style-type: none"> <li>I. Those, for the proper provision of services or supply of products, do not have access to Strategic Information;</li> <li>II. whose purpose of the prospective contracting does not imply interaction with Government Officials on behalf or for the benefit of the Company; and</li> <li>III. whose contract value does not exceed one hundred thousand Brazilian Real (BRL 100,000.00).</li> </ol> <p>Only third parties who have no points of attention in their responses to the Compliance Questionnaire may be deemed to be low risk..</p>
MEDIUM	<p>Medium-Risk Third Parties may be deemed to be those whose purpose of prospective contracting does not imply interaction with Government Officials on behalf or for the benefit of the Company; and</p> <ol style="list-style-type: none"> <li>I. Those, for the proper provision of services or supply of products, have access to Strategic Information; or</li> <li>II. whose contract value does not exceed one hundred million Brazilian Real (BRL 1,000,000.00).</li> </ol> <p><b>Regardless</b> of the contract value or the lack of interaction with the government, at least, Third Parties who present one or more of the following points of attention in their responses to the Compliance Questionnaire will be deemed to be Medium Risk:</p> <ol style="list-style-type: none"> <li>a) Partner, manager, officer, director, employee or worker of the Third Party is a Government Official or has a kinship relationship with a Government Official;</li> <li>b) In the case of a legal entity, there is no integrity program or the described integrity program appears to be insufficient for its size and operations; or</li> <li>c) The Third Party or its managers, officers, directors or partners (or the individual, where applicable) have a family relationship with any partner, employee, worker, trainee or intern of the Company, or any relationship that may give rise to a Conflict of Interest.</li> </ol>
HIGH	<p><b>Regardless</b> of the contract value, the Third Parties who indicate that they have been (or their managers, officers, directors or partners), in the last five (5) years), investigated, indicted, prosecuted) and/or convicted, in any jurisdiction, for any acts related, in any way, to allegations of corruption, misconduct in public office, money laundering, electoral or competition offenses or violations of Anti-Corruption Laws will be deemed to be high risk.</p>

The parameters described above may be used as an initial reference, however, the Compliance Department may opt for different ratings based on the specifics of each specific case.

Regardless of the risk category, all contracts entered into with Third Parties shall contain corporate integrity and anti-corruption clauses, as set out in **Annex III**, which may be adapted by the Legal Department as necessary and depending on the Third Party's risk rating..



#### 5.1.4. Hiring Assessment and Recommendations

At the end of the Third-Party Due Diligence process, the Third Parties may be hired, with or without reservations, or even not be hired according to their risk rating and/or the identification of points of attention.

In the case of hiring with reservations, the Legal and Compliance Departments may request that the Third Party adopt additional and specific measures to reduce the Company's exposure to integrity risks arising from its hiring, such as, for example, including specific anti-corruption contractual protections, adopting a compliance program or integrity policies, indicating training related to the fight against corruption, among other measures.

If the Compliance Department understands that there is an obstacle to hiring the Third Party, even if initially rated as "medium" or "high" risk, this shall be submitted and subject to analysis by the Ethics Committee.

#### 5.2. APPLICABILITY AND EXCEPTIONS

If the demand subject matter of the Third Party's performance is an emergency, the Third-Party Due Diligence procedure may be temporarily waived, upon obtaining express authorization from the Legal and Compliance Director.

Emergency contracts are characterized by the urgency of certain demands that, if not immediately met, may pose a risk to the regular performance of the Company's services and to the service to its customers. In addition to urgency, emergency hiring is marked by the unpredictability of the events that motivated them.

In case of emergency hiring, the contracting Employee shall (i) give preference to the hiring of Third Parties already registered and that have already been submitted to the Third Party Due Diligence process, (ii) submit the Third Party to the Due Diligence process as soon as possible and (iii) provide the Third Party with a copy of the Corporate Code of Conduct and Ethics and the Anti-Corruption Practices Policy. In addition, emergency contracts must also be regulated by a contractual instrument that contains corporate integrity and anti-corruption clauses..

#### 5.3. RENEWAL OF THIRD PARTY DUE DILIGENCE

The Compliance Department is responsible for determining the follow-up actions of Third Parties during their hiring, in order to identify possible changes in the reputation or integrity profile, which may be a warning sign or indication of non-compliance with the Company's regulations or applicable legislation, including Anti-Corruption Laws.

Third parties already registered by the Compliance Department will not need to undergo a new Third Party Due Diligence procedure with each new contract and/or service. In case of questions as to the status of a certain Third Party, the contracting Employee shall consult the Compliance Department before proceeding with the contracting.

The reputation and integrity profile of the Third Parties shall be periodically reviewed, as shown in the table below:

Hiring Rating	Due Diligence Review Term
<b>High Risk</b>	6 months
<b>Moderate Risk</b>	12 months
<b>Low Risk</b>	18 months





## **6. RESPONSIBILITIES**

With regard to the process of due diligence and monitoring of the integrity of Third Parties, the Company's bodies will have the following attributions (without prejudice to others established in the other internal rules):

### **6.1. LEGAL DEPARTMENT**

- Analyze and review the drafts of service agreements to be signed with Third Parties, as well as analyze and review the respective addenda or amendments;
- Interpret this Policy and, in case of questions, clarify issues related to legal aspects or that may have a legal impact, in other areas; and
- Map points of attention, after implementing the Policy, and suggest the training suitability to the Compliance Department.

### **6.2. COMPLIANCE DEPARTMENT**

- Carry out the Third-Party Due Diligence, under the terms described in item 5 of this Policy;
- Forward cases considered sensitive or related to high-risk Third Parties for consideration by the Ethics Committee;
- Evaluate the information provided via the Compliance Questionnaire, any inconsistencies, the risks and, if verified, how to deal with the situation together with the superior responsible for hiring and the Ethics Committee;
- Periodically follow up the performance of Third Parties and their compliance with the provisions of this Policy;
- Provide training on the terms of this Policy for Employees and departments involved in the Third-Party Due Diligence process; and
- Periodically review this Policy.

### **6.3. COMPANY'S BUSINESS AREAS**

- Attend training sessions developed by the Compliance Department;
- Ensure compliance with the Policy within the scope of their respective areas;
- Report to the Human Resources and Legal Departments any points of attention in complying with the guidelines of the Policy, including problems with Third Parties, in executing the service provision contract, hiring temporary professionals, or perception of practices that violate the provided for in this Policy; and
- Direct any questions about compliance with the Policy to the Compliance and/or Legal Departments.

## **7. TRAINING SESSIONS**

The Compliance Department will define the frequency and content of training sessions related to this Policy to be given at the Company. All Employees involved in the process of hiring Third Parties must participate in periodic training on the subject.

## **8. MISCELLANEOUS**



The Compliance Department may answer conceptual questions about the Third-Party Due Diligence process.

### **8.1. REFERENCE STANDARDS**

- ✓ Code of Conduct and Corporate Ethics
- ✓ Policy to Combat Fraudulent Corporate Practices
- ✓ Policy to Combat Corrupt Practices

### **8.2. EFFECTIVENESS**

This procedure becomes effective on the approval date, August 22, 2022..

### **8.3. CHANGE CONTROL**

<b>Version</b>	<b>Date</b>	<b>Description of Changes</b>
01	08/22/2022	Institution of the Third-Party Due Diligence Policy

\* \* \*



**ANNEX I****Annex I.A - Compliance Questionnaire (Portuguese version)****a. Legal Entity****THIRD-PARTY IDENTIFICATION****(Legal Entity)**

REAM PARTICIPACOES S.A. ("Company") is committed to acting ethically, in accordance with the pillars of its integrity program. To do so, it requires its business partners to comply with the same principles as well.

The information requested in this form is part of our third-party due diligence process (hereinafter referred to as "Legal Entity"). We emphasize that the completion of this document is essential for the beginning or continuity of a business relationship with the Company.

**Government Official:** Any agent, authority, employee, servant, employee, officer, director or representative of any governmental entity, department, agency or public office, including any entities of the Executive, Legislative and Judicial branches, entities of the direct or indirect government, publicly traded corporations, government-controlled private company, agencies and state-owned, national or foreign foundations; any person exercising, even temporarily and without compensation, position, function or employment in any entity of a State; officer, director, employee or representative of a state-owned organization; and officer, director or employee of any political party, as well as candidates running for elective or political public office, in Brazil or abroad.

**Government Authority:** Any State, nation or government (federal, state, municipal or any other public entity or subdivision), direct, indirect or foundational government entity, national or foreign, including, without limitation, authority, body, autarchy, agency, council, commission, secretariat, judicial or arbitral tribunal, department, office or representation, exercising an executive, legislative, judicial, regulatory or administrative function, as well as an autonomous governmental body, international organization governed by public law and political parties.

**Anti-Corruption Laws** All applicable Brazilian or foreign laws relating to corruption, bribery, fraud, conflict of public interest, misconduct in public office, violations of public procurement processes and contracts, money laundering, political or electoral donations, or conducting business in an unethical manner, such as Decree-Law No. 2,848/1940 (Penal Code), Law No. 8,429/1992 and Law No. 14,230/2021 (the Public Procurement Laws), Law No. 12,846/2013 (the Anti-Corruption Law), and the respective applicable regulations.

- 1. Corporate name and CNPJ [Corporate Taxpayer ID]**
- 2. Name, position and CPF [Individual Taxpayer ID] of the representative for the purpose of filling out this form**
- 3. Branch of activity of the Legal Entity**
- 4. Please provide (i) a copy of the Articles of Organization or Incorporation; and (ii) if applicable, list of shareholders or members with more than 5% interest in the business of the legal entity.**
- 5. Does the Legal Entity have interests in other companies? If the answer is "YES," please inform the corporate name and CNPJ of the companies in which the Legal Entity has an interest, as well as the percentage held.**



**6. Does any partner, manager, officer, director, employee or worker of the Legal Entity have a kinship relationship with a Government Official? If the answer is "YES," please state the employee's name and position, as well as the degree of kinship with the Government Official.**

**7. Is any partner, manager, officer, director, employee or worker of the Legal Entity a Government Official? If the answer is "YES," please provide the employee's name and position in the Legal Entity, as well as information about their public position.**

**8. Does the Legal Entity have a compliance program? If the answer is "YES," please provide more information about its scope and structure.**

**9. Please state if, to the best of your knowledge, the Legal Entity or its managers, officers, directors or partners have a family relationship with any partner, employee, worker, trainee or intern of the Company. If the answer is "YES," please state the degree of kinship and the name of the Company's employee.**

**10. Please, inform if, to the best of your knowledge, the Legal Entity or its managers, officers, directors or partners were, in the last five (5) years, investigated, indicted, prosecuted and/or convicted, in any jurisdiction, for any acts related in any way to allegations of corruption, misconduct in public office, money laundering, electoral or competition offenses or violations of Anti-Corruption Laws.**

**11. If the answer to item 10 above is "YES," please provide more details.**

**12. Please, inform if, to the best of your knowledge, the Legal Entity or any individual or legal entity acting on its behalf, interest or benefit has offered, promised or paid, directly or indirectly, through third parties or not, any benefit or thing of value to any Government Official, in the last five (5) years (including cash, services, refunds or any other type of advantage).**

**13. If the answer to item 12 above is "YES," please provide more details.**



## b. Individual

**THIRD-PARTY IDENTIFICATION  
(Individual)**

REAM PARTICIPACOES S.A. ("Company") is committed to acting ethically, in accordance with the pillars of its integrity program. To do so, it requires its business partners to comply with the same principles as well.

The information requested in this form is part of our third-party due diligence process. We emphasize that the completion of this document is essential for the beginning or continuity of a business relationship with the Company.

For the purposes of this questionnaire, the following definitions must be observed:

**Government Official:** Any agent, authority, employee, servant, employee, officer, director or representative of any governmental entity, department, agency or public office, including any entities of the Executive, Legislative and Judicial branches, entities of the direct or indirect government, publicly traded corporations, government-controlled private company, agencies and state-owned, national or foreign foundations; any person exercising, even temporarily and without compensation, position, function or employment in any entity of a State; officer, director, employee or representative of a state-owned organization; and officer, director or employee of any political party, as well as candidates running for elective or political public office, in Brazil or abroad.

**Government Authority:** Any State, nation or government (federal, state, municipal or any other public entity or subdivision), direct, indirect or foundational government entity, national or foreign, including, without limitation, authority, body, autarchy, agency, council, commission, secretariat, judicial or arbitral tribunal, department, office or representation, exercising an executive, legislative, judicial, regulatory or administrative function, as well as an autonomous governmental body, international organization governed by public law and political parties.

**Anti-Corruption Laws:** All applicable Brazilian or foreign laws relating to corruption, bribery, fraud, conflict of public interest, misconduct in public office, violations of public procurement processes and contracts, money laundering, political or electoral donations, or conducting business in an unethical manner, such as Decree-Law No. 2,848/1940 (Brazilian Penal Code), Law No. 8,429/1992 and Law No. 14,230/2021 (the Public Procurement Laws), Law No. 12,846/2013 (the Anti-Corruption Law), and the respective applicable regulations.

**14. Name and CPF**

**15. Branch of activity**

**16. Please provide a copy of your professional identification document.**

**17. Do you have a family relationship with a Government Official? If the answer is "YES," please state the degree of kinship, the name of the Government Official and the position, job or function held by them.**

**18. Are you a Government Official or have you been in the last five (5) years? If the answer is "YES," please provide information about your public office.**

**19. Do you have a family relationship with any of the Company's partners, employees, workers, trainees, or interns? If the answer is "YES," please state the degree of kinship and the name of the Company's employee.**



**20. Have you been, in the past five (5) years, investigated, indicted, prosecuted and/or convicted, in any jurisdiction, for any acts related in any way to allegations of corruption, misconduct in public office, money laundering, electoral or competition offenses or violations of Anti-Corruption Laws?**

**21. If the answer to item 7 above is "YES," please provide more details.**

**22. Have you offered, promised or paid, directly or indirectly, through third parties or not, any benefit or thing of value to any Government Official, in the last five (5) years (including money, services, refunds or any other type of advantage)?**

**23. If the answer to item 9 above is "YES," please provide more details.**



## Annex I.B – Compliance Questionnaire (English Version)

### Compliance Q&A

#### a. Legal Entities

#### Third Party Identification (Legal Entities)

REAM PARTICIPACOES S.A. ("Company") is committed to acting ethically, in accordance with the principles of its integrity program. To do so, it requires its business partners to also comply with the same principles.

The information requested in this form is part of our third party due diligence process (hereinafter referred to as "Legal Entity"). We emphasize that filling out this document is essential for the beginning or continuity of a business relationship with the Company.

For the purposes of this Q&A, the following definitions should be considered:

**Anti-corruption Laws:** any applicable Law in Brazil or in any other jurisdiction designed to prevent corruption, bribery, fraud, conflicts of interest, public improbity, violations to public bids, money laundering, political or electoral donations or unethical business relations, including, without limitation, Law-Decree No. 2,848/40 (Criminal Code), Law No. 8,429/1992, as amended by Law No. 14.230/2021 (Public Improbity Law), and Law No. 12,846/2013 (Anti-corruption Law) and its regulation.

**Governmental Authority:** any agent, authority, servant, employee, director, officer, executive, board member or representative of any governmental entity, department, agency or public body, including entities within the executive, legislative and judiciary branches, entities of the direct and indirect public administration, public or mixed capital companies and public foundations (either Brazilian or foreign); any person exercising, albeit temporarily or without compensation, any function, office or employment in any State entity; director, board member, officer, executive, employee or representative of a public organization; and director, officer, executive, employee or representative of any political party, as well as candidates running for public office in Brazil or abroad.

**Governmental Entity:** any State, nation, or government (federal, state, municipality or any other levels); any entity of the direct, indirect or foundational public administration, either Brazilian or foreign, including, without limitation, any authority, body, agency, council, commission, secretariat, judicial or arbitral tribunal, department, office or representation that may exercise executive, legislative, judiciary, regulatory or administrative functions, as well as autonomous governmental bodies, international public organizations and political parties.

1. **Corporate Name and Tax ID Number**
2. **Name, Job Title, Tax ID Number of the representatives for the purposes of this form**
3. **Branch of Activity of the Legal Entity**
4. **Please provide (i) a copy of the Articles of Associations or By-laws; and (ii) if applicable, a list of share or quotaholders owning more than 5% of participating interest in businesses of the Legal Entity.**



**5. Does the Legal Entity own a participating interests in other companies? In case of a positive answer, please inform the corporate name and Tax ID Number of the companies in which the Legal Entity has a participating interest in, as well as the percentage of such participating interest.**

**6. Does any share or quotaholder, officer, director or employee of the Legal Entity have a kinship with a Government Official? In case of a positive answer, please inform the name and position of the employee, as well as the degree of kinship with such Government Official.**

**7. Is any share or quotaholder, officer, director or employee of the Legal Entity a Government Official? In case of a positive answer, please provide the name and the role of such individual, as well as information about the performed activities.**

**8. Does the Legal Entity have any compliance program in place? In case of a positive answer, please provide more information about its scope and structure.**

**9. Please inform if, to the best of your knowledge, the Legal Entity or its managers, officers, directors or share/quotaholder have a kinship with any share/quotaholder, employee, trainee, or intern of the Company. In case of a positive answer, please describe the degree of kinship and the name of such individual.**

**10. Please inform if, to the best of your knowledge, the Legal Entity or its managers, officers, directors or share/quotaholders were in the last five (5) years investigated, indicted, prosecuted and/or convicted, in in any jurisdiction, for any acts related, in any way, to allegations of corruption, administrative improbity, money laundering, electoral or competition offenses or violations of the Anti-Corruption Laws.**

**11. In case the response to item 10 above is a positive answer, please provide further details.**

**12. Please inform if, to the best of your knowledge, the Legal Entity or any other individual or legal entity acting on its behalf, interest or benefit offered, promised or paid, either directly or indirectly, through third parties or not, any benefit or goods to any Government Official, in the last five (5) years (including cash, services, refunds or any other type of advantage).**

**13. In case the response to item 12 above is a positive answer, please provide further details.**





**b. Individuals**

**Third Party Identification  
(Individuals)**

REAM PARTICIPACOES S.A. ("Company") is committed to acting ethically, in accordance with the principles of its integrity program. To do so, it requires its business partners to also comply with the same principles.

The information requested in this form is part of our third party due diligence process (hereinafter referred to as "Legal Entity"). We emphasize that filling out this document is essential for the beginning or continuity of a business relationship with the Company.

For the purposes of this Q&A, the following definitions should be considered:

**Anti-corruption Laws:** any applicable Law in Brazil or in any other jurisdiction designed to prevent corruption, bribery, fraud, conflicts of interest, public improbity, violations to public bids, money laundering, political or electoral donations or unethical business relations, including, without limitation, Law-Decree No. 2,848/40 (Criminal Code), Law No. 8,429/1992, as amended by Law No. 14.230/2021 (Public Improbity Law), and Law No. 12,846/2013 (Anti-corruption Law) and its regulation.

**Governmental Authority:** any agent, authority, servant, employee, director, officer, executive, board member or representative of any governmental entity, department, agency or public body, including entities within the executive, legislative and judiciary branches, entities of the direct and indirect public administration, public or mixed capital companies and public foundations (either Brazilian or foreign); any person exercising, albeit temporarily or without compensation, any function, office or employment in any State entity; director, board member, officer, executive, employee or representative of a public organization; and director, officer, executive, employee or representative of any political party, as well as candidates running for public office in Brazil or abroad.

**Governmental Entity:** any State, nation, or government (federal, state, municipality or any other levels); any entity of the direct, indirect or foundational public administration, either Brazilian or foreign, including, without limitation, any authority, body, agency, council, commission, secretariat, judicial or arbitral tribunal, department, office or representation that may exercise executive, legislative, judiciary, regulatory or administrative functions, as well as autonomous governmental bodies, international public organizations and political parties.

**1. Name and Tax ID Number**

**2. Area of Practice**

**3. Please provide a copy of your Professional Identification Document**

**4. Do you have a kinship with a Government Official? In case of a positive answer, please inform the degree of kinship, the name of the Government Official, and his/her job position.**

**5. Are you or have you been a Government Official in the last five (5) years? In case of a positive answer, please provide details about the job.**

**6. Do you have a kinship with any share/quotaholder, employee, trainee, or intern of the Company. In case of a positive answer, please inform the degree of kinship and the name of such individual?**



**7. Were you in the last five (5) years investigated, indicted, prosecuted and/or convicted, in any jurisdiction, for any acts related, in any way, to allegations of corruption, administrative improbity, money laundering, electoral or competition offenses or violations of the Anti-Corruption Laws?**

**8. In case the response to item 7 above is a positive answer, please provide further details.**

**Have you offered, promised or paid, either directly or indirectly, through third parties or not, any benefit or goods to any Government Official, in the last five (5) years (including cash, services, refunds or any other type of advantage)?**

**9. In case the response to item 9 above is a positive answer, please provide further details.**



## ANNEX III

## Model of Anti-Corruption Clauses

## • Definitions

“Government Official” means any person who, even if temporarily or without compensation, holds a position, job or function in any Governmental Authority, in legal entities controlled, directly or indirectly, by the Brazilian or foreign public authorities, publicly traded corporations, government-controlled private company or public foundation, quasi-governmental entity, contractor service provider or contracted for the performance of typical government activity, any authority, managers or employee of a Government Authority or any of its agencies or sections, of an international state-owned organization, of Brazilian or foreign diplomatic representations, any person officially acting for or in favor of any of these entities or organizations, as well as any leader of a political party, trade union or professional board or candidate for public office.

“Governmental Authority” means any nation or government (federal, state, municipal, district or any political subdivision), any entity, authority or body with executive, legislative, judicial, regulatory or administrative function or competence, including any authority, body, department, council, committee, secretariat, court or state, administrative or arbitral tribunal that has jurisdiction over the parties, as well as any autonomous governmental body.

“Anti-Corruption Laws” means all Brazilian or foreign laws relating to corruption, bribery, fraud, conflict of public interests, misconduct in public office, violations of public procurement processes and contracts, money laundering, electoral violations or conducting business in an unethical manner, including , without limitation, Decree-Law No. 2,848/1940, Act No. 8,429/1992, Law No. 14,230/2021, Law No. 8,666/1993, Law No. 14,133/2021, Law No. 9,504/1997, Law No. 9,613/1998, Law No. 12,529/2011, Law No. 12,846/2013, regulated by Decree No. 8420/2015, as well as foreign laws with extraterritorial effectiveness, adhering to the OECD Convention on Combating Bribery of Foreign Government Officials in International Commercial Transactions, including its regulations and other related rules, as well as future amendments.

## • Representations and Warranties

Clause [•] - [Third Party], by itself, its managers, directors, employees, agents, representatives or any other person acting directly or indirectly on behalf, benefit or interest of the [Third Party], in particular, for the performance of this Agreement, represents and warrants that:

(i) They have always complied with all Anti-Corruption Laws, and has not committed, by action or omission, any act against the national or foreign government, nor has it offered, promised, authorized, financed or made, directly or indirectly, any payment or delivery of any undue advantage or thing of value to the Government Official or the Person related to them, with the purpose of influencing them in their official capacity, inducing them to practice or omit an act in violation of their duty, or to obtain or facilitate business with any person , or, any payment that may constitute a violation of the Anti-Corruption Laws;

(ii) They have not used any asset or financial resources for undue contributions, payments, gifts, or entertainment to Government Officials, nor have they incurred irregular or illegal expenditures for the benefit of Government Officials or other Persons that may represent a violation of the Anti-Corruption Laws;

(iii) They have not defrauded, manipulated, prevented, avoided, interfered or obtained any undue advantage in any public bidding process by obtaining and/or renewing licenses or authorizations, or any contracts with any Government Authority;

(iv) in the last five (5) years (a) they have not received any notification, request, communication or summons regarding allegations of violations of the Anti-Corruption Laws, (b) they have not, directly or indirectly under investigation or monitored due to allegations or complaints of violation of Anti-Corruption Laws; (c) they are not a defendant or a respondent in an ongoing judicial and/or administrative proceeding, nor have they been convicted or indicted, for allegation or accusation of violation of the Anti-Corruption Laws; (d) they have not been and is not, directly or indirectly, subject to economic and business restrictions or sanctions by any Governmental Authority; and (e) they have not been publicly accused or suspected of corrupt practices or harmful acts against the government;



(v) They are not in the process of negotiating a leniency agreement, collaboration agreement or any other agreement related to Anti-Corruption Laws with Government Authorities, including, but not limited to, the Federal Prosecution Office's, the Office of the Federal Controller General, the Office of the

General Counsel for the Federal Government, on acts, facts or events related to possible violations of the Anti-Corruption Laws;

(vi) They have implemented and maintained reasonable measures and internal controls aimed at preventing, detecting and remediating practices of bribery or corruption by its employees, suppliers and intermediary agents, as well as a system of adequate internal accounting controls and accounting books and records that accurately, fairly and reasonably, reflect the reality of their transactions; and

(vii) none of the partners, directors, administrators, representatives and/or employees of [Third Party] is currently, or have been in the last five (5) years, a Government Official, or employee of a Government Authority or an entity controlled by a Government Authority.

[Suggestions of clauses to be preferably included in the contracts, through contractual negotiation.]

(viii) [They have never made any contribution or donation to any political party, political party candidate, electoral campaign or institute or foundation controlled, maintained or sponsored by any political candidate or official, representative or holding a public office, whether elective or not, of any Governmental Authority;

(ix) all assets, contracts, assets and licenses of [Third Party] have been obtained, renewed and/or acquired in strict compliance with the Anti-Corruption Laws and do not violate such laws; and

(x) [Third Party]'s business has always been conducted in compliance with the anti-money laundering legislation applicable in the jurisdictions in which it operates (as well as the accounting and disclosure requirements set forth in such legislation), and with the rules, regulations and policies enacted or applied by any Governmental Authority ("Anti-Money Laundering Laws"), and there is no claim relating to the Anti-Money Laundering Laws, pending or imminent, involving [Third Party]].

#### ● **Anti-Corruption Obligations**

Clause [•] - [Third Party], by itself, its officers, directors, employees, agents, representatives or any other person acting directly or indirectly on behalf, benefit or interest of the [Third Party], agrees, throughout the execution of this Contract:

(i) Not to perform any acts that may violate any of the Anti-Corruption Laws, as well as the Corporate Code of Conduct and Ethics of the [Client];

(ii) Not to receive, transfer, maintain, use or conceal funds resulting from any illegal activity or that may represent violations of the Anti-Corruption Laws or the Anti-Money Laundering Laws;

(iii) To use any part of their compensation, their reimbursement and/or other benefits, payments or receipts of funds to which you are entitled under this Agreement, to directly or indirectly grant, pay, offer, promise or guarantee any payment of undue advantage or thing of value to a Government Official or for the purpose of influencing them in their official capacity, inducing them to practice or omit an act in violation of their duty, or to obtain or facilitate business with any person, or who may represent violation of Anti-Corruption Laws;

(iv) To keep its books, records, accounts and other accounting documents properly organized and completed, ensuring that all transactions are duly recorded and documented;

(v) To promptly provide, whenever requested by the [Client], evidence that [Third Party] is acting in the prevention of practices that may violate the Anti-Corruption Laws, the Code of Conduct and Corporate Ethics of the [Client];

(vi) To give a notice to [Client] in writing within ten (10) business days if, at any time during the term of this Agreement, [Third Party] (i) receives any notices or communications about violations or possible violations of the Anti-Corruption Laws; (ii) becomes aware of the subjection or potential subjection of the [Third Party] to (i) internal, independent or governmental investigation, or monitored due to allegations of violation of the Anti-Corruption Laws; (b) ongoing judicial and/or administrative proceedings or have been convicted or indicted on charges of violating the Anti-Corruption Laws; (c) ban penalty, prohibition of



contracting, unsuitability or any economic and business restrictions or sanctions by any Governmental Authority; or (e) publicly accused or suspected of corrupt practices or acts harmful to the Government Authority; or (ii) becomes aware that the representations and warranties provided for in Clause [=] are no longer faithful or true; and

[Suggestions of a clause to be preferably included in the contracts, upon contractual negotiation.]

(vii) To authorize the performance of audits by the [Client], directly or through companies contracted by it, to verify compliance with the obligations set forth in this Clause [=] by the [Third Party], agreeing to provide the [Client] with all necessary documents and information for such verification, including, but not limited to, (i) books, records, accounts and other accounting documents, (ii) receipts of expenses incurred, (iii) documents related to interactions and communications with Government Officials and Government Authorities related to the services provided to [Client], (iv) internal anti-corruption integrity documents and procedures, and (v) any other documents deemed relevant for the purposes of this Agreement. The audit is a faculty of the [Client] and will only be carried out upon prior notification to be sent to the [Third Party] within a minimum period of five (5) days.

Clause [•] - [Third Party] represents it has have been aware of and, in the context of this Agreement, agrees to follow the provisions of the [Client's] Code of Conduct and Corporate Ethics (or applicable guidelines that succeed it) in force during the period for the performance of this Agreement, available on the [Client's] website ([website]). In addition, [Third Party] guarantees that it will train its employees who are related to the activities of this Agreement, in order to instruct them on the provisions of the Corporate Code of Conduct and Ethics of [Client].

#### ●Suspension and Termination

Clause [•] - [Client] shall also have the right, upon identification of complaints or reasonably strong indications that the [Third Party] has violated any Anti-Corruption Law, at any time and regardless of any notice or notification, suspend payments or the performance of any other obligations of [Third Party] under this Agreement, while questions persist about the occurrence of violations of the Anti-Corruption Laws or until any violation is, at the [Client]'s discretion, satisfactorily remedied.

Clause [•] - At any time, this Agreement may be terminated upon the occurrence of any of the following events:

(i) [...]

(ii) unilaterally by [Client], in the event (i) it has identified evidence of the occurrence of any conduct capable of constituting a violation of the Anti-Corruption Laws; (ii) legal proceedings are filed or administrative proceedings are initiated, including those of a preliminary or investigative nature, against [Third Party] related to the violation or alleged violation of the Anti-Corruption Laws; (iii) evidence of violations of the representations and guarantees provided for in Clause [Anti-Corruption Representations and Warranties] is identified; and (iv) evidence of non-compliance with the obligations set forth in Clause [Anti-Corruption Obligations] is identified. In this case, the unilateral termination of the Agreement will be without prejudice to obtaining full compensation for losses and damage, including any fines, taxes, interest, expenses, costs and fees incurred in connection with the investigation of wrongdoings or defense of [Client];

#### ●Indemnity

[Third Party] agreed to indemnify, defend and hold the [Client] harmless for any losses and damage actually suffered or incurred, by virtue of:

[...]

(i) any act or omission that may be considered a violation of the Anti-Corruption Laws and/or that may give rise to the violation, falsehood, omission, inaccuracy and/or violation of the representations and warranties provided for in Clause [Anti-Corruption Representations and Warranties] and in Clause [Anti-Corruption Obligations] of this Agreement.

\* \* \* \*

