





# Anticorruption Policy



The practice of corruption by any employees, interns, outsourced personnel, members of the Board of Directors, Statutory Audit Committee, officers, executives, representatives and other collaborators of E PARTICIPAÇÕES S.A. and its controlled companies (“**Enauta**”), whether suppliers, temporary consultants, agents or third parties acting on behalf of Enauta (“**Collaborators**”) is prohibited and considered a serious breach of the rules and guidelines of our Code of Conduct. We are committed to respecting applicable anticorruption laws.

Our philosophy is one of zero tolerance in relation to corruption and for this reason **our Collaborators are NOT authorized to:**

- **pay or receive any form of bribe or kickback**, whether inside or outside of Brazil;
- **promise, offer or give, either directly or indirectly, an Improper Advantage to a Public Agent, or to a third party related to him, or to Third Parties seeking to obtain any favorable treatment.** The prohibition includes payment or offering an Improper Advantage to a Public Agent with the intent of speeding up or favoring analysis of an administrative process, obtaining licenses, authorizations, permits or any other measures inherent to their public function;
- **promise, offer or give payments not authorized by law**, or gifts of any value to Public Agents or Third Parties with the intention of ensuring or speeding up the execution of any act or service to which the company is legally entitled (facilitation payments);
- **finance, fund, sponsor** or in any way support the practice of illicit acts;
- **use intermediaries** (“front men”) to cover up the interests or identity of the beneficiary of the corrupt act;

- **hinder investigatory or supervisory activities by Public Agents**, public bodies or entities, or interfere in their actions, including with respect to regulatory agencies and inspection bodies of the national financial system; and
- **hinder internal investigatory activities.**

## WHAT IS IT ?

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- **Improper advantage:** may be money or any other benefit given to a Public Agent or Third Party, which may be seen as consideration for obtaining some form of favorable treatment (e.g. gifts, meals, personal favors, loans, free-of-charge consultation, among others).
- **Public Agent:** any person who works or exercises a post at a public body or at a company controlled by the government, albeit temporarily or without pay (e.g. municipal, state and federal police officers and guards, military personnel, public servants in general, from any spheres of the government – cities, states and the Union, admitted by public examination or not, government inspectors and agents, employees of Petrobras, licensing agencies, such as IBAMA, staff of regulatory agencies, such as: CVM, ANP, etc.). Leaders of political parties and candidates for elective office are also considered Public Agents. For the purposes of this Policy, public agents are considered to be those who have held, in the past five years, either in Brazil or in other countries, territories and foreign dependencies, positions, employment or relevant public functions, as well as their representatives, family members and close collaborators.
- **Third Party:** any person whose decisions may influence, albeit indirectly, the interests and business of Enauta (i.e. for purposes of private corruption).
- **Third-Party Intermediary:** suppliers, dealers, consultants in general, and other agents or intermediaries contracted by Enauta or who act on its behalf.

- **Collaborators:** all employees, interns, third parties, members of the Board of Directors, Statutory Audit Committee, officers, executives, representatives and other Enauta collaborators, whether suppliers, temporary consultants, agents or third parties acting on behalf of Enauta (“Collaborators”).
- **Family members:** spouse, partner or parents, either by blood or family relation in a straight or linked line of descent until the third degree removed (ex. father, mother, children, grandparents, grandchildren, nieces/nephews, cousins, aunts/uncles, parents-in-law and brothers and sisters in-law).

As a means of preventing any conduct that deviates from, and encouraging the maintenance of, an ethical environment, we have adopted controls and training contemplating specific situations, as set out in the sections that follow.

- **1. Granting benefits (gifts, meals, trips and lodging, entertainment and urgency fees)**

The procedures and guidelines in this Anticorruption Policy apply to Enauta Collaborators, both for the granting of benefits, such as gifts, entertainment expenses, meals, travel, lodging and urgency fees, to Public Agents and Third Parties, as well as situations in which these benefits are offered to Enauta Collaborators.

The applicable anticorruption laws lay down restrictions related to benefits that may be provided to Public Agents and Third Parties (private corruption) or their respective Family members. Therefore, in the event of receipt or granting of any benefit, the Collaborator must always be aware that legitimate expenses related to the promotion, demonstration or explanation of a product or service, or arising from performance of a legitimate contractual obligation, on behalf of Enauta are permitted, unless prohibited by Enauta’s Code of Conduct or policies.

All legitimate business expenses and those arising from contractual obligations, including accommodation, meals and travel expenses, must be recorded accurately in Enauta's accounts, with sufficient de-tails and documentation to identify the sum, place of payment, the participants or beneficiaries (by name and position) and the purpose for the payment. All expense reports submitted for reimbursement must include receipts or other documentation to prove such expense.

### **Important!**

If you have any personal relationship with any Public Agent, a Third Party or their Family members, and such Public Agent's or Third Party's decisions may influence/benefit Enauta, even if only indirectly, you must inform your supervisor and the Compliance Officer immediately of this personal relationship.

If you pay for gifts, trips, meals, entertainment or benefits for such Public Agent, a Third Party or for their Family members, due to your personal relationship and in who's decisions Enauta has a direct or indirect interest, you must inform your supervisor and the Compliance Officer of the amount of the expense or the value of the benefit, the name, the beneficiary's position, when the expense occurred (e.g. wedding present, expenses due to illness, etc.).

### **a) Presents and free gifts**

A present or free gift is understood as being a keepsake distributed by way of courtesy, advertising, customary publicity or at the time of commemorative dates or events of historical or cultural significance. Furthermore, their distribution must be generalized, that is to say, not destined exclusively to a certain person. Traditional examples of free gifts are diaries, calendars, notebooks, pens (simple), key fobs, etc, containing the Enauta logo.

Presents or free gifts given or received by Public Agents, Third Parties, or their Family members, must not exceed a reasonable amount, and are permitted only when:

- **They are authorized by local laws**, regulations or rules and conceded only according to specific rules and formalities of each entity or company whose beneficiary receives the free gift (in particular in the case of Public Agents);
- **They are not given or received** with the intention of corrupting;
- **They do not appear to be improper** or indicate an obligation of reciprocity; and
- **They are items linked to the Enauta brand** and approved by Enauta

We recall that, besides the above requirements, presents or free gifts that reasonably appear to have a market value greater than R\$100.00 must be treated as an exception, i.e., they must not be offered or received by Enauta Collaborators with frequency. On top of this, such benefits must be communicated to the Compliance Officer by completing the form in Schedule A to this Policy and accompanied by re-ceipts and proofs of the sender and recipient. You must inform the type of present or free gift being given or received, its amount, the sender / recipient, the post of the sender / recipient and their em-ployer, plus the justification for the present or free gift.

## **b) Meals**

Expenses related to meals involving the receipt or payment to/for Public Servants and to/for Third Parties, such as, for example, business lunches or dinners, are permitted, provided they meet the following requirements:

- **They take place in the presence** of a QGEP Collaborator;
- **The purpose is strictly professional and/or institutional** (such as, for instance, business meetings with meals or meals offered by clients or partners for the purpose of training or informative lectures related to the market);
- **The expenses and amounts involved with these meals** must be reasonable;
- **The expenses covered must be limited to the Public Agents and/or Third Parties**, and may not include expenses related to their Family members or other guests;
- **They are in accordance with professional ethics**;
- **They are not driven by any corrupt intention**;
- **They do not involve the expectation of something in return**;
- **The Public Agents or Third Parties** who offered or will be invited are not taking part in public or private tenders with Enauta on that date;
- **They are not profligate or inappropriate** (that is to say, adult entertainment); and
- **Payment is made directly** to the service provider (e.g. restaurant).

If a Enauta Collaborator has any doubts on the above requirements or as to the possibility of offering or accepting an invitation to a meal, they must contact the Compliance Officer for further clarifications.

### **C) Lodging and travel expenses**

Enauta Collaborators are not authorized to make any expenses related to lodging, tickets and local transportation involving Public Agents, Third Parties or their Family members.

Moreover, if any Public Agent, Third Party or their Family members offer any benefit of this kind, Enauta Collaborators are

not authorized to accept, without the prior authorization of the Compliance Officer, by completing the form in Schedule A.

Expenses related to trips for Public Agents and Third Parties to Enauta facilities, including offshore facilities (i.e. on platforms and vessels leased to Enauta), for purposes of inspection, technical visits or training shall be communicated to the Compliance Officer, preferably in advance (by completing the form in Schedule A).

## **D) Entertainment**

Entertainment is understood to be any type of event with the intent of offering leisure to the participants. Examples of entertainment are invitations or tickets to musical shows, theaters, sporting events, among others.

Enauta allows its Collaborators to attend and receive entertainment from third parties, and its Collaborators may offer, promise or pay for entertainment for Public Agents, Third Parties or for their Family members, provided they are guided by a criterion of reasonability and meet the following requirements, cumulatively:

- **They are the result of institutional sponsorship<sup>1</sup>** by Enauta or by the company offering the invitation;
- **The entertainment has the purpose of promoting values** such as culture and sport;
- **The invitation was not offered exclusively to our Collaborators** (i.e. it was also offered to other companies).

The concession or receipt of these benefits must be communicated to the Compliance Officer by completing the form in Schedule A.

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<sup>1</sup> Institutional sponsorships are those used by organizations to promote their image.

If a Collaborator wishes to receive or offer entertainment that does not qualify within the cases above, he must ask for prior approval from the Compliance Officer.

### **e) Facilitation payments**

Facilitation payments are payments, generally of small amounts, requested by Public Agents with the intention of ensuring or speeding-up the performance of routine government actions.

In this regard, in view of the fact that even payments of small amounts are considered bribes by many anticorruption laws, including under Brazilian law, Enauta prohibits its Collaborators from making any payment which may be deemed an “urgency fee”, except those provided for by law.

If you are asked to make any payment of this type, contact the Compliance Officer immediately.

## **● 2. Philanthropic donations or sponsorships**

Donations and sponsorships encompass those made in cash, in the form of loans or the provision of equipment, products or services free-of-charge, among other things.

All Collaborators intending to make philanthropic donations or sponsorships by QGEP, or on its behalf, must notify the Compliance Officer in advance and the Compliance Officer will submit the request for approval to QGEP’s C.E.O.

To make the philanthropic donation or sponsorship, Enauta's Collaborators must meet the following requirements:

- **Complete the form in Schedule B** for these situations and send it to the Compliance Officer;
- **The donations and sponsorships made in hard currency must be recorded in Enauta's annual budget** and be made for the benefit of organizations that develop legitimate activities and must not be made with a corrupt intention or in exchange for an Improper Advantage for Enauta;
- **The beneficiary institutions must be examined by the Collaborator** to ensure that no Public Agent or Third Party in a position to influence the business of Enauta benefits directly or indirectly from the philanthropic donations and sponsorships, and also to ensure that management of the entity is satisfactory, through an analysis of the balance sheets, among other documents to this end (for example, clearance certificates from government entities); and
- **No sponsorship or donation may be made to Public Agents** (or to entities in which they participate), who may positively influence decisions relating to Enauta.

### **Important!**

If you have any personal relationship with the members of the administration of the philanthropic entity receiving the benefit, notify the Compliance Officer immediately.

### ● 3. Political donations

Political donations (to candidates, political parties, party representatives, or similar campaigns) by Enauta, or on its behalf, are prohibited.

While respecting the participation of Collaborators in political activities (which must always be personal in nature, outside working hours and in observance of the guidelines of the Code of Conduct), Enauta does not engage in political party activities. Because of this, Enauta's collaborators must not perform any political activity in the name of Enauta or make use of its facilities or assets, such as telephones, computers, institutional e-mail, videoconferencing equipment, among others for this purpose.

### ● 4. Contracting third-party intermediaries

In accordance with the applicable anticorruption laws, Enauta may be held liable for improper activities of its suppliers, dealers, consultants in general, agents or intermediaries ("**Third-Party Intermediaries**").

The forms completed by Third-Party Intermediaries will be analyzed by the Enauta procurement department and if any relevant information is identified as related to corruption ("red flag"), this department shall submit the case for analysis and approval by the Compliance Officer. Examples of red flags are a Third-Party Intermediary: that is being investigated or has been convicted for breach of anticorruption laws; that has been prohibited from taking part in public tenders; that has Family members or maintains an open relationship with Third Parties in a position of decision-making that involves Enauta's interests, among others.

### **Important!**

Irrespective of value, services of solicitors or attorneys-in-fact with powers to represent Enauta before a Public Agent shall always be submitted for prior approval by the Compliance Officer.

Small and individual services, or the procurement of products of little value used in the everyday activities of Enauta, as defined by the procurement department, will dispense with the above procedure.

All contracts signed by Enauta with Third-Party Intermediaries shall contain the following guidelines, as applicable:

- **Contracting shall be transparent and based on legal and technical criteria** such as, for example, the criteria of quality, cost, security and punctuality;
- **Demand that the Third-Party Intermediary be aware of and follow Enauta's Code of Conduct** and other policies applicable to the relevant contractual relationship and also in relation to payments for trips, entertainment or other expenses with Public Agents and their Family members or Third Parties and their Family members on behalf of Enauta;
- **Demand that the Third-Party Intermediary be aware** of applicable anticorruption laws;
- **Set a fine, suspension or interruption of activities, termination of contract**, without prejudice to other reasonable measures

if the Third-Party Intermediary violates<sup>2</sup> the Code of Conduct, policies or applicable anticorruption laws, as well as requiring that the Third-Party Intermediary be liable for any damages and expenses incurred by Enauta in these circumstances, as stated in the Anticorruption Clause;

- **The duty to inform whether any of the board members, officers, employees, administrators or principal employees** of the Third-Party Intermediary is a Public Agent or a Third Party who may favorably benefit, directly or indirectly, from Enauta's business;
- **Prohibitions on assignment of the contract or subcontracting** by the Third-Party Intermediary of a Third Party without an Anticorruption provision or without Enauta's written consent; and
- **Demand that the Third-Party Intermediary keep updated books and records**, detailing, if such is the case, the expenses incurred on behalf of Enauta and providing access to these records, upon request.

### **Important!**

It is obligatory that contracts executed between Enauta and a Third-Party Intermediary contain an Anticorruption Clause/ Addendum as established and released by the Compliance Officer.

Enauta will not pay or reimburse expenses with fees, commissions, costs or other expenses for goods or services to Third-Party Intermediaries where such accounts are not in accordance with market practices or which seek the practice of illicit acts. In the event of any suspicions, consult with the Compliance Officer before making the expenditure.

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<sup>2</sup>The Compliance Officer shall analyze and investigate the conduct and draw up an internal report for examination and decision by Enauta's C.E.O. to determine if a violation occurred

## ● 5. Training

All Enauta collaborators and Third-Party Intermediaries will receive a copy of the Code of Conduct and policies applicable to their relations and shall prove, in writing, on an annual basis, that they undertake not to violate the guidelines, rules and standards set out by such provisions.

Moreover, Collaborators and Third-Party Intermediaries expressly identified by the Compliance Officer will receive periodic training (which may be in-person or remote, through online training), as stipulated by the Compliance Officer on the Code of Conduct and policies arising therefrom, and also on the applicable anticorruption laws, according to their working responsibilities.

## ● 6. Participation in joint ventures, consortia and business partnerships

Enauta may be held liable for illicit activities practiced by its business partners with which it has a joint interest in other companies (called joint ventures), consortia or partnerships. Therefore, Enauta's Collaborators must:

- **Seek partners** that identify with and commit to the values, beliefs and commitments contained in the Code and related policies; and
- **Establish an obligation to comply with the rules** set forth in the Code of Conduct and related policies, or a commitment to compatible rules and compliance programs.

Prior to forming the consortium, partnership, joint venture or Enauta' entry into a partnership of this type, the Compliance Officer shall indicate an adequate procedure for the performance of due diligence processes, to verify not only the values and commitments of its future partner, but also the background and good standing of these companies.

Contracts of a joint venture, consortium and any other partnerships shall necessarily contain Anticorruption Clauses, as established by the Compliance Officer. Furthermore, consortia, partnerships and joint

ventures operated or administered by Enauta must adopt the guide-lines and standards set by the Code of Conduct and other related policies. To this end, Enauta will furnish a copy of these provisions and demand that their partners commit to observing them by signing an undertaking of responsibility or equivalent document, as determined by the Compliance Officer.

In cases where Enauta is not named as the operator in a consortium agreement or production sharing contract in a block or field, adopting these rules or similar rules will be encouraged and to this end Enauta will inform its operating partners of the contents of its Anticorruption guidelines. When Enauta' partner or consortium member has its own compliance program that is considered compatible with the Code of Conduct and related policies, the Compliance Officer will appraise the possibility of dispensing with the adoption of these provisions and will report to the Ethics and Governance Committee.

Enauta's Collaborators who learn that any company participating in a consortium, partnership or joint venture with Enauta, or one of its rep-resentatives, has committed any activity that violates Enauta's Code of Conduct and related policies, shall communicate these activities immediately to the Compliance Officer.

Enauta will determine that its controlled companies adopt a monitoring system, compliant reporting, communications and prior approvals, as established in this Policy.

## ● 7. Whistle-blowing

Suspicion of any activity carried out in violation of Enauta's Code of Conduct, the policies, procedures and regulations, or in breach of ap-plicable legislation in force at the time of the activity must be immedi-ately notified to the Compliance Officer, who will investigate the facts that occurred. If the accusation involves the Compliance Officer, the suspicions must be reported to the C.E.O.

Examples of acts to be denounced are situations in which (i) Public Agents, their Family members or Third Parties seek improper advantages (corruption); (ii) benefits are offered to Public Agents, Third Parties or their family members in a manner non-compliant with the standards and procedures adopted by Enauta; (iii) contracts are signed involving companies whose partners are Family members of Enauta's Collaborators without the Compliance Officer having been provided with prior notice, among others.

**WHISTLE BLOWING – HOW TO DO IT?-----**

Collaborators who wish to make any communications or accusations to the Compliance Officer are to do personally or through the Confidential Channel.



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by web  
**[www.canalconfidencial.com.br/enauta](http://www.canalconfidencial.com.br/enauta)**



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or by telephone **(0800-741-0022)**  
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Enauta values the help of its Collaborators who identify, in good faith, possible problems that require investigation, and we ensure the confidentiality of the matters involved. Thus, whistle blowing can be confidential and anonymous, if the whistle-blower wishes, guaranteeing the anonymity and protection necessary to make the accusation in full. A Collaborator who in good faith denounces a violation or suspicion of a violation will be protected against any acts of retaliation by Enauta.

The confidentiality of the information contained in the whistle blowing will likewise be guaranteed.

### **Attention!**

Keep in mind that **a failure to denounce** a violation or suspicion of a violation of Enauta's Code of Conduct and policies and anti-corruption laws is considered a violation.

## Form for Notification or Request for Granting Receipt of Benefits to or from Public Agents and Third Parties (Presents, Free Gifts, Entertainment, Travel and Lodging)

### Compliance Enauta

This form is to be completed in the following situations:

- i.** when someone intends to give a gift in excess of the value of R\$100.00.
- ii.** when someone intends to have Enauta finance the transportation expenses of a Public Agent or Third Party.
- iii.** when there is a personal intention to give a present or pay for trips, meals, entertainment or other expenses for a Public Agent, a Third Party or their family members, in whose decisions Enauta has a direct or indirect interest, in excess of the value of R\$100.00.

**Note:** it will not be necessary to complete this form for: (i) offering or accepting gifts below R\$100.00 respectively, and (ii) expenses related to traveling to Enauta facilities already addressed or regulated in a specific contract.

**Important:** Attach all proofs of expenses related to the benefits granted.

### 1. Applicant's Details:

**Name:**

**Position:**

**Department:**

**E-mail and phone/extension:**

### 2. Information on the Public Agent, Third Party or their Family members:

**Name:**

**Position:**

**Entity or Company:**

**Contact details of the Public Agent or his Family member – working address, phone, e-mail:**

**3. What type of benefit is proposed?**

	Gifts or presents (describe)
	Transportation (describe)
	Entertainment (describe)
	Travel and lodging (describe)

**4. What is the value of the benefit (detailed and total value)?**

Attention : (i) for cases of accepting benefits offered by Public Servants or Third Parties, indicate the approximate market value of the benefit if you do not know the exact value; (ii) when appropriate, indicate the cost to Enauta and the market value of the benefit).

**5. What is the reason or motivation for offering / receiving the Benefit for the Public Agent, Third Party or their family members?**

**6. Date on which the benefit must be procured, offered or accepted:**

(Attention : If the benefit has already been offered or accepted, justify the reason for not completing this form in advance).

**Additional Steps:**

**7. Has the company in the past already provided or received similar benefits for the same Public Agent, Third Party or their family member?**

**8. Is the benefit intended to be recurring (if so, inform how often it will occur)?**

**9. Has anyone asked for this benefit to be granted? If so, who and when? Was this request formal / official? Was the benefit requested by the Public Agent or Third Party themselves? If not, how did you identify or select the Public Agent or Third Party**

**10. Is the offer being made transparently? Explain.**

**11. Does the Public Agent or Third Party or their family members have any decision-making power that may benefit Enauta, albeit indirectly?**

**12. Does the cost of the benefits appear to be in conformity with the anticorruption guidelines set in Enauta's Code of Conduct and market practices? (please explain your answer)**

**13. Have you checked whether the Public Agent, Third Party or their family members are subject to any rules on the receipt of benefits from the private sector (Codes of Conduct, Policies for receipt of gifts, etc.)?**

**14. Does the Public Agent or Third Party need to obtain formal authorization to receive the benefit?**

**APPLICANT'S DECLARATION:**

I declare, subject to the penalties of the Law, that to the best of my knowledge, the information provided on this form is complete and true, and that I am aware of the rules set by the Enauta Code of Conduct and the Anticorruption Policy. I also declare that the benefit(s) hereby requested do(es) not constitute any attempt to evade, albeit indirectly, Brazilian and/or foreign anticorruption legislation, nor has (have) any corrupt intent, albeit indirect.

Name:

Signature:

Schedule A (continuation)

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**IMMEDIATE SUPERIOR: Agreed.**

Name:

Signature:

**Statement from Compliance Officer**

Agreed

I approve

I do not approve

I request the following additional information:

Name:

Signature:

# Schedule B



## Application form for a donation to a philanthropic entity or sponsorship

### Compliance Enauta

This form must be completed if the Collaborator intends to make any donation or sponsorship for/on behalf of Enauta.

### 1. Type of Benefit:

<input type="checkbox"/>	Donation
<input type="checkbox"/>	Sponsorship

### 2. Applicant's Details:

Name:
Position:
Department:
E-mail and phone/extension:

### 3. Information on the beneficiary (NGO, philanthropic institution, company sponsored)

Official Name:
Corporate Taxpayer ID:
Address:
Name, phone and e-mail of principal contact at beneficiary:
Type of activity performed by beneficiary (e.g. assistance to needy children):
Name, telephone and e-mail of the directors of the institution, partners or shareholders of the beneficiary company:
If you know, inform whether the directors of the institution, partners or shareholders of the beneficiary company are Public Agents with any decision-making power that may benefit Enauta, albeit indirectly, or if their Family members are the same:

**4. How often will the donation or sponsorship occur?**

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**5. Has this beneficiary ever received any type of donation or sponsorship from Enauta?**

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**APPLICANT'S DECLARATION:**

I declare, subject to the penalties of the Law, that to the best of my knowledge, the information provided on this form is complete and true, and that I am aware of the rules set by the Enauta Code of Conduct and the Anticorruption Policy. I also declare that the benefit(s) hereby requested do(es) not constitute any attempt to evade, albeit indirectly, Brazilian and/or foreign anticorruption legislation, nor has (have) any corrupt intent, albeit indirect.

Name:

Signature:

**IMMEDIATE SUPERIOR: Agreed.**

Name:

Signature:

**Statement from Compliance Officer**

Agreed

I approve

I do not approve

I request the following additional information:

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Name:

Signature:

## Pre-approval form for engaging a third-party intermediary

### Compliance Enauta

This form must be completed when Enauta intends to sign a contract or partnership with suppliers, dealers, consultants in general and other agents or intermediaries ("Third-Party Intermediary").

**This form contains 3 parts, which are to be completed, respectively, by the Third-Party Intermediary, by the Enauta department responsible for the contracting, and by the procurement department, or when applicable, by the Compliance Officer:**

### I. INFORMATION TO BE FURNISHED BY THE THIRD-PARTY INTERMEDIARY WISHING TO ENGAGE IN BUSINESS WITH QGEP

Print / Send only this item to the Third-Party Intermediary

The information provided on this form will be used exclusively for the process of due diligence by Enauta itself or a specialist company retained to perform this process. Such information will not be disclosed to third parties.

#### 1. Third-Party Intermediary's Details:

Name of natural person of legal entity:

Formal Name:

Corporate or Individual Taxpayer ID:

Legal Nature:

Activity Sector:

E-mail and phone:

Address:

Site:

Contact person, with phone and e-mail:

Active on the market since:

Schedule C (continuation)

**2. Data of principal partners and officers:**

Name:

Position:

Individual Taxpayer ID:

Name:

Position:

Individual Taxpayer ID:

**3. What type of service will actually be rendered by the Third-Party Intermediary?**

Provide a detailed description of the tasks:

**4. Will it be necessary to maintain contact with Public Agents or entities?**

Não

Sim

If so, list the Public Agents / entities and the type of relationship it will be necessary to maintain:

**5. If the Third-Party Intermediary is a legal entity, what is its corporate make-up?**

inform of interests greater than 25%

**6. Expected duration of contract foreseen:**

Schedule C (continuation)

**7. Is the Third-Party Intermediary subject to any legislation that requires its registry which government agencies or bodies, councils or associations (such as, for instance, the National Petroleum Agency – ANP, the Regional Council of Engineering and Agronomy – CREA, among others).**

<input type="checkbox"/>	No
<input type="checkbox"/>	Yes. Complete the information below.
Government Agency / Entity, Council or Association:	
Registry Number:	
Date of registry:	
Expiration Date of registry:	
City:	
Country:	

**8. Does the Third-Party Intermediary intend to contract/subcontract other companies to render the service to Enauta, and will such subcontractors have contact with Public Agents?**

<input type="checkbox"/>	No
<input type="checkbox"/>	Yes. If so, inform the date below on the company contracted/subcontracted by the Third-Party Intermediary:
Formal Name:	
Corporate Taxpayer ID:	
Address:	
Nature of the contract (such as, for instance, obtaining a license, permit, approval of project, solicitor's services, services of following up a legal proceeding, among others):	

**9. For the persons listed in item 2.6, are or have any of them been a Public Agent, albeit on leave?**

<input type="checkbox"/>	No
<input type="checkbox"/>	Yes
If so, kindly inform the post and function of this Public Agent.	

Schedule C (continuation)

<b>10. Do any of the persons listed in item 2 have family members at bodies where it will be necessary to maintain contact for performance of the activities agreed on with Enauta?</b>	
<input type="checkbox"/>	No
<input type="checkbox"/>	Yes
If so, kindly inform the post and function of this family member.	
<b>11. Does the company or any of the partners/officers listed above answer, or have they ever answered any criminal proceedings for a crime of corruption, against the public administration or for administrative malfeasance, or any other legal and administrative proceedings, including investigations related to corruption, bribery, harm to the public coffers, administrative malfeasance, fraud or collusion in tenders, cartel or offence to the principles of the public administration?</b>	
<input type="checkbox"/>	No
<input type="checkbox"/>	Yes
If so, inform if there was a conviction, or the status of the administrative or judicial proceeding.	
<b>12. List 2 natural persons or legal entities, with respective contact data, for whom you have rendered services or engaged in business, and who can serve as a reference:</b>	
<b>DECLARATION OF THE THIRD-PARTY INTERMEDIARY:</b>	
I declare, subject to the penalties of the Law, that I have express powers to represent the Third-Party Intermediary, and that, to the best of my knowledge, the information provided on this form is complete and true, and that I am aware of the rules set out in the Code of Conduct and Enauta's other policies applicable to this contractual relationship, none of which will be evaded in development of the activities involved in this partnership/contract.	
Furthermore, I agree to notify Enauta if there is any change to the information provided on this form.	
Name of legal representative:	
Signature:	

**II. INFORMATION / STEPS FOR COMPLETION BY THE ENAUTA SECTOR REQUESTING THE PARTNERSHIP/CONTRACT**

Name:

Position:

Department:

E-mail and phone:

**1. Has the Third-Party Intermediary ever been contracted by the department?**

No

Yes. Explain quality of performance.

**2. How often will the Third-Party Intermediary be contracted:**

Rarely (less than 3 times per year);

Occasionally (between 3 and 10 times per year);

Regularly (more than 10 times per year or for a period greater than 6 months).

**3. What type of service will actually be rendered by the Third-Party Intermediary?**

Fornecer uma descrição detalhada das tarefas.

**4. Does the company or the individual listed in items 1.1 and 1.2 have any type of relationship with the Applicant(s) for the contract or a Enauta Collaborator active in this sector?**

No

Yes

i.e. contracting with Related Parties: providing services with natural persons or legal entities with whom Enauta is in a position to contract, other than in the arm's length conditions that characterize transactions with third parties

Schedule C (continuation)

**APPLICANT'S DECLARATION:**

I declare, subject to the penalties of the Law, that to the best of my knowledge, the information provided on this form is complete and true, and that I am aware of the rules set by the Enauta Code of Conduct and other policies applicable to this contractual relationship.

Name:

Signature:

**IMMEDIATE SUPERIOR: Agreed.**

Name:

Signature:

**III. INFORMATION/INVESTIGATIONS FOR COMPLETION BY THE SUPPLY SECTOR AND/OR COMPLIANCE OFFICER**

**1. Verification of the data and information on the natural persons and legal entities publicly available on the internet:**

**2. Verification of the data and information on the natural persons and legal entities in Court records (i.e. consulting the sites of the Federal Supreme Court, Higher Court of Justice, regional federal courts, state courts, among others):**

**3. Verification of the natural persons and legal entities in records of administrative punishments (CEIS, Registry of Expulsions, etc.):**

**4. Verification of the natural persons in Transparency Portals (Federal, State and Municipal):**

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**5. Other measures (describe):**

I declare my agreement with the partnership/contracting intended, since, to the best of my knowledge, and after taking the appropriate measures, I do not verify any violation or attempted violation of the Code of Conduct or Enauta's other poli-cies of, or of Brazilian and/or international legislation.

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**STATEMENT FROM THE PROCUREMENT DEPARTMENT OR THE COMPLIANCE OFFICER:**

<input type="checkbox"/>	I approve
<input type="checkbox"/>	I do not approve
<input type="checkbox"/>	I request the following additional information:
Name:	
Signature:	



## ANTICORRUPTION CLAUSE / ADDENDUM

### 1. Observance of the Code of Conduct and Enauta's complementary policies of

Contractor declares its knowledge of the Code of Conduct and Enauta's other policies applicable to this contractual relationship and undertakes to follow their guidelines and to not violate any of their standards.

### 2. Obligation to inform

Contractor agrees that, upon learning of or suspecting (i) any payment, offer, request or agreement to concede an improper advantage to a public agent, or to a third person related to him, with the aim of obtaining any benefit for the Contracting Entity hereunder or not, or (ii) any event that may make inaccurate or incorrect Contractor's declarations contained herein, or made at any time during the term of this contract in relation to the anticorruption laws, it will inform the Contracting Entity immediately of the fact or suspicion according to its full knowledge of the fact.

To report the suspicion of acts of corruption, Contractor is to access the website **[www.enauta.com.br](http://www.enauta.com.br)**, or directly contact the Enauta Collaborator with whom it normally maintains contact.

### 3. Subcontracting

During the effective term of this contract, Contractor shall not subcontract, in any circumstances, any natural person or legal entity without prior and specific authorization in writing from the Contracting Entity, which reserves the right to reject the contracting without the need to justify the decision.

If the Contracting Entity approves the subcontracting, Contractor shall sign a contract with the Subcontractor, which shall include the same terms and conditions described in this Anticorruption Clause. Contractor shall deliver to Contracting Entity a copy of the contract entered into with the Subcontractor containing the Anticorruption Clause within 10 (ten) business days after Contracting Entity issues the corresponding authorization.

Non-compliance with this obligation will permit Contracting Entity to opt, at its discretion, for the accelerated termination of the contract, with no application of any penalties and/or fines for Contracting Entity, which will come into effect at the time of delivery of notification to Contractor indicating the date of termination of the contract.

**WHISTLE-BLOWING FORM****1. Data of Whistle-Blower (Kindly leave this space blank if you wish to make an anonymous accusation)**

Name:

Position:

Department:

E-mail and phone/extension:

**2. How do you want the information to be treated?** Public Confidential**3. Type of violation or suspicion of violation?** Corruption Fraud Violation of the Code of Conduct (detail) Others (detail)**4. Indicate the individuals and/or companies involved in the violation or suspicion of violation:**

Name:

Position:

Department/Company:

E-mail and phone/extension:

**5. Detail the episode and context in which the violation or suspicion of violation occurred:**

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Schedule E (continuation)

**APPLICANT'S DECLARATION:**

I declare, subject to the penalties of the Law, that to the best of my knowledge, the information provided on this form is complete and true, and that I am aware of the rules set by the Code of Conduct and Enauta's specific policies and procedures.

Name:

Signature:

**IMMEDIATE SUPERIOR: Agreed.**

Name:

Signature:

**(Attention: if you wish to make an anonymous accusation, do not complete the fields below the declaration).**

**Statement from Compliance Officer:**

Insufficient signs to conclude a violation occurred.

There was a violation. Penalty suggested:

I request the following additional information:

Name:

Signature:

**Statement from the C.E.O. or Chairman of the Board of Directors:**

Insufficient signs to conclude a violation occurred.

There was a violation. Penalty:



## **Enauta Participações SA**

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CEP 20031-918  
T 55 21 3509-5800

**COMPLIANCE**