

COMPLIANCE PROGRAM



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Message from the President

Jan Krueder
CEO



We built a large company, transformed a small oleochemicals industry into one of the biggest chemical distributors in Brazil, present in some way, in all Brazilian homes.

It did not happen by accident.

We have traveled this journey always bearing in mind that all the adversities overcome along the way would bring us seeds of benefits, whether to learn something new, or to open new horizons.

Our history was written by a team that lives the company values to the core, demonstrating resilience, with which we overcome so many obstacles through the years.

Also, by our nonconformism, never giving up the greatest challenges, a sense of urgency, the timing to "make it happen" within the opportunities available; our simplicity, ability to listen and always seeking to improve.

We understand that our daily effort in executing with discipline, in converting problems into simple solutions and in fulfilling all the steps necessary to transform opportunities into concrete results, has rewarded us with the respect and reliability of all around us.

These interactions have, over the years, become strong and sustainable connections. Today we can be proud that our company is formed with only the best, whether in terms of team, partners, customers and suppliers.

Now we have reached a point and time when we need to take a step further. This step is to assume that we are all connected and that we are a network of strong connections, whether we are in Brazil or abroad.

In order to achieve this, we need to better understand, incorporate and defend our DNA. We are a unit and only then we will become a great company.

We want to perpetuate the robustness of our organization and expand the entire virtuous circle that it generates in its surroundings. As we believe that we create opportunities, we will build the result in a concrete and sustainable way with connections and in the long term, we will keep transforming and always expanding. Connections generating connections that make a difference and growth, generating growth in all links in our chain.

We want to be recognized with "the" Anastacio Platform, an environment of prosperity for all who connect, ensuring outstanding results.

Our attentive look should turn increasingly to seek joint solutions and ensure the success and sustainability of each of our connections. We will continue with our straightforward way of doing things, no frills, and even if it is only temporary, we will add promptitude to play even different roles.

It is a fact that we will have more adversity ahead of us. Sometimes it will come from the other side of the world, sometimes we will be the creators of difficulty ourselves.

We know we're not ready, but we're ready for this next journey. This is just the beginning of a new phase.

Chapter I

Definitions

Article 1. For the purposes of this **ANASTÁCIO COMPLIANCE PROGRAM**, hereinafter simply "**PROGRAM**", the following terms will have the following meanings, either in the singular or plural and regardless of gender:

I.ANASTACIO: means the QUIMICA ANASTACIO;

II.Public Agent: means any agent, representative, employee, director, counselor or any person exercising, even if temporarily and without remuneration, position, function or employment, elected or appointed, in any entity, department, governmental agency, including any entities of the Executive, Legislative and Judiciary branches, direct or indirect public administration, mixed economy companies, public, national or foreign foundations, international public organization, or any political party, including candidates running for public office in Brazil or abroad;

III.PROGRAM: means this **ANASTACIO** Compliance Program;

IV.Code: means the Code of Ethics and Conduct of **ANASTACIO**, part of this **PROGRAM** in **Chapter IV**;

V.Employees: means all administrators, attorneys, employees, interns, apprentices, service providers and other employees in general, contractually linked to an obligation to provide services to **ANASTACIO**;

VI.Anti-Corruption Law: means Law No. 12,846, of August 1, 2013, its successive amendments, and its regulations.

VII.Bidding Law: means Law No. 8,666 of July 21, 1993 and its successive amendments;

VIII.Law of Administrative Improbability: means Law No. 8,429 of June 2, 1992 and its successive amendments;

IX.Law on Money Laundering: means Law No. 9,613 of March 3, 1998 and its successive amendments;

X.Politically Exposed Persons: means the persons occupying public positions and functions listed in the rules of Prevention and Combating Money Laundering and Terrorist Financing, edited by regulatory and supervisory bodies.

XI.Politics: means the Anti-Corruption Policy of **ANASTACIO**, part of this **PROGRAM** in **Chapter V**; and

XII.Third Parties: means any natural or legal person who act on behalf, in the interest or for the benefit of **ANASTACIO** providing services or provides other goods, as well as business partners, including, without limitation, resales, channels, agents, consultants, suppliers or other service providers.





Chapter II

General provisions

Article 2. The provisions of this **PROGRAM** must be observed by all Employees and Third Parties who provide any type of service to **ANASTACIO**, whether directly or indirectly, as well as associations or any other natural or legal entities or persons with whom **ANASTACIO** interacts sporadically or habitually.

Article 3. The formulation of this **PROGRAM** was based on the mission, principles, values and purpose of **ANASTACIO** and in accordance with current legislation, including, but not limited to, the Anti-Corruption Law.

Chapter III

Mission, Principles and Values

Article 4. It is **ANASTACIO's** mission to add value to customers, employees, shareholders, suppliers, community and environment, promoting the commercialization, production and distribution of products and services in an efficient, agile, customized and flexible way.

Article 5. They are established as principles of **ANASTACIO**, and must be observed in all relationships that its Employees, Third Parties or any others involved in the achievement of their activities aimed at **ANASTACIO** participate:

I. **Integrity:** act honestly, truthfully and fairly with all, without violating the internal rules of **ANASTACIO's** or any applicable legislation;

II. **Transparency:** adopt clear and transparent business practices, without hidden agendas; and

III. **Commitment:** acting seriously, employing the best efforts to ensure that **ANASTACIO's** missions are achieved.

Article 6. The following are established as **ANASTACIO's** values:

- I. We make it happen;
- II. We are agile and simple;
- III. We communicate clearly;
- IV. We believe in partnerships;
- V. We inspire confidence;
- VI. We promote ethics and sustainability.

Sole Paragraph. **ANASTACIO** aims to "transform opportunities into results through connections to grow together sustainably."

Article 7. The mission, principles and values and purpose of **ANASTACIO** should be disseminated, when possible, in all internal channels and training, lectures and events.

**OUR VALUES ARE
IN EACH OF US.**



Chapter IV

Code of Ethics and Conduct



SECTION I. CUSTOMER RELATIONSHIPS

Article 8. Customers are the fundamental reason for **ANASTACIO's** activities. Identifying the priorities of customers and seeking, from this knowledge, improve the service and quality of products and services, striving to honor the commitments made to customers. **ANASTACIO** permanently seeks to provide agile deliveries, fair prices, easy access to contact at any time and products with certification established by national or international legal standards. **ANASTACIO** demands from third parties an identical attitude in all aspects, ensuring the trust it brings to customers.

Article 9. It is the duty of every **ANASTACIO** Employee to serve customers with education, clarity, urbanity, courtesy, promptness, efficiency, positivity and respect, ensuring the reliability and confidentiality of the information provided, maintaining and respecting the agreements signed, offering complete solutions to customers, supported by quality products and services of excellence. Discounts, rebates, credits and allowances of any order can be offered to customers, provided that they are in accordance with current legislation, internal standards and are competitively justifiable and documented.



SECTION II RELATIONSHIPS WITH SUPPLIERS

Article 10. **ANASTACIO's** relationship with its suppliers of materials/ other and service providers requires transparency and smoothness in purchasing procedures. Negotiations with suppliers and service providers should be conducted aiming to seek the best results for **ANASTACIO**.

Article 11. It is considered, in the selection and hiring of suppliers and service providers, technical, professional, ethical criteria, as well as compliance with legal requirements, especially those of a labor, social security, tax, anti-corruption and environmental nature. There is no special treatment, and all **ANASTACIO** relations are based and in accordance with ethical business principles.

Article 12. The process of purchasing products and/or services (quotation, order and closing of business) should be transparent and objective, avoiding situations of direct or indirect favoritism to a particular supplier, or for the benefit of itself or relatives and friends. Price or other privileges are not allowed for the acquisition of goods for personal use, nor is it permissible to maintain a continuous or eventual employment relationship with supplier companies and also it is not allowed to receive commissions, advantages or gifts, which may in any way interfere in the negotiations.



SECTION III. RELATIONSHIPS AT WORK

Article 13. **ANASTACIO** maintains a professional and responsible relationship with all its Employees, from admission to termination of the contractual relationship, meeting applicable legal standards, including remuneration, working hours and benefit packages within its policies, respecting the current legislation of the country and the guarantees of the Collective Convention of the Category and Collective Agreements, where applicable.

Article 14. **ANASTACIO** is committed to establishing a favorable climate for the professional achievement of all its members and employees, within a productive, healthy, safe and mutually respected work environment, in which individual responsibility is exercised in its fullness, with adequate quality of life in their work units.

Article 15. **ANASTACIO** ensures the commitment to treat all members fairly and equally, with respect to individuals, being contrary to prejudice and discrimination of any nature (race, color, gender, age, religion, sexual orientation, physical or mental capacity, ethnicity, sociocultural condition, nationality or marital status), reproaching any attitudes of bullying or sexual, whether verbal or physical. There is no tolerance in **ANASTACIO's** operations, whether themselves or by third parties, to the use of violence, to work under the effect of alcoholic beverages or narcotic substances, and to slave or child labor.

Sole Paragraph. **ANASTACIO** seeks to adopt the mandatory inclusion of the clause of sealing child or labor in conditions of slavery or analogous to slavery, in all contracts that it may celebrate with its Employees and Third Parties. Thus, it is the responsibility of each member involved in the procurement process to ensure that that clause is inserted in all contracts concluded and that its content is fully known to the other party:

"The Parties declare, on the date of signing of this Agreement, for the purposes of compliance with the provisions of article XXXIII, article 7, of the Federal Constitution, that it does not employ a minor of 18 (eighteen) years in night work, dangerous or unhealthy and does not employ any minor of 16 (sixteen) years, except as an apprentice from the age of 14 (fourteen) years, as well as using labor in slave or slave-like labor, requiring a similar posture from their suppliers and service providers, under penalty of applying the appropriate penalties. "

Article 16. The health and safety of **ANASTACIO's** employees, visitors or service providers are non-negotiable. **ANASTACIO** seeks to provide a safe and healthy working environment for all who participate in its operations, providing adequate cleaning and organization environments, improving and widely disseminating safety standards that must be met by members, visitors or third parties when performing any task.

Article 17. **ANASTACIO** provides and values the environment of transparency in labor relations and freedom of expression, trade union association and participation of internal commissions respecting the exercise of rights. **ANASTACIO** believes that the manifestation of criticism and suggestions from its members contributes to the improvement of the entire company.

Article 18. In the exercise of their position or function, each **ANASTACIO** Employee shall:

- I. Seek the best result for **ANASTACIO**, always maintaining a transparent attitude, respect, loyalty, efficiency and collaboration with co-workers and their audience of interest;
- II. Do not participate in transactions and activities that may compromise your professional integrity or uncover your public image, as well as the image of **ANASTACIO**;
- III. Exercise their professional activities with competence and diligence, seeking technical improvement and permanent updating, and should encourage all those involved in the activity to adopt such conduct;
- IV. Be strictly professional and impartial in the treatment with the public;
- V. Do not use position, function, activity, facilities, position and influence to obtain any favor for yourself or others;

- VI. Do not create artificial difficulties in the exercise of your position, function or assignment, with the objective of overvaluing your professional performance;
- VII. Perform its activities efficiently, eliminating situations that lead to errors or delays in the execution of tasks;
- VIII. Respect intellectual property;
- IX. Do not alter or misrepresent the content of any document, information or data;
- X. Promote actions that improve internal communication, eliminating the spread of information without proof (rumors);
- XI. Communicate to the area manager any irregular act that he is aware of within the work environment;
- XII. Communicate to the board any irregular act that you know within the company and that involves your own manager or the manager of another department;
- XIII. Do not practice gambling (betting) on **ANASTACIO** premises;
- XIV. Ensure safety, health and environment, complying with safety guidelines, preserving the environment and taking care of health;
- XV. Wear the uniform correctly or present yourself with discreet clothing, always with good presentation, within the standards of hygiene and cleanliness and the rules established by **ANASTACIO**;
- XVI. Do not allocate financial resources belonging to **ANASTACIO** in your personal bank accounts;
- XVII. Do not conduct financial operations with resources belonging to **ANASTACIO** at ATMs (Automated Teller Machine);
- XVIII. Do not purchase goods and products for your own use on behalf of **ANASTACIO**; and
- XIX. **ANASTACIO** Employees shall not perform activities that conflict with the schedules (external, face-to-face and hybrid modalities) and functions in which they are working, or also act in any other segment whose duties may, in any way, compromise the integrity, reliability and safety of **ANASTACIO**.



SECTION IV RELATIONSHIPS WITH THE COMPETITION

Article 19. Fair competition must always govern relations with competing undertakings. Respect for other competing companies must take place to the same extent that **ANASTACIO** expects to be treated, with the objective of overcoming competition both in the quality of products and services, as well as in efficiency and result. This objective must be based on the loyalty and integrity of actions and respect for competitors.

Article 20. Under no circumstances should it be disqualified from competing companies before customers or suppliers, but should not highlight the qualities of **ANASTACIO**. In social events where contact occurs with competitive professionals, every member and Collaborator must inhibit any dialogue about **ANASTACIO**. If any customer and/or supplier speak or write criticisms to competitors, they should be heard, however, without making any comments (especially in non-verbal communications).

Article 21. **ANASTACIO** seeks to overcome the competition for its technical qualities and competence, with honesty and observance of ethical principles as a duty, not as a competitive advantage.



Chapter V

Anti-corruption Policy

Article 22. This Policy complied with Federal Law No. 12,846/2013 and Federal Decree No. 8,420/2015 (the "Anti-Corruption Law"), according to the text in force on the date of publication of this Policy.

Article 23. In addition to the provisions of the Anti-Corruption Law, this Policy also formalizes and provides guidelines to be complied with by the members and collaborators of **ANASTACIO**, with regard to the provisions contained in Decree-Law No. 2,848/1940 (the "Brazilian Penal Code"); law no. 12,529/2011 (the "Antitrust Law"), Law No. 8,666/1993 (the "Bidding and Contracts Act") and Law No. 8,249/1992 (the "Administrative Misconduct Act"), especially so that everyone is engaged in mitigating risk situations that may harm The Interests, Business and Image of **ANSTACIO**.

Article 24. The engagement of **ANASTACIO's** members to this Policy is of fundamental importance, so that everyone is ready to assist in the identification of risk situations and to immediately move them away, based on the guidelines established herein.

Article 25. **ANASTACIO's** Employees and Third Parties are hereby offering, promising, making, authorizing or providing (directly or indirectly) any undue advantage, payments (including facilitation payments), gifts or the transfer of anything of value to any person, whether public agent or not, to influence or reward any official action or decision of such person for his or her own benefit or **ANASTACIO**.

Paragraph One. In addition to the acts mentioned in the caput, all other conducts, action or omission are closed, which may mean violation of the principles and values of **ANASTACIO**, the current legislation, in particular the Anti-Corruption Law, Administrative Improbability Law, Bidding Law and Money Laundering Law.

Paragraph Two. The persons mentioned in the caput have a duty to report to **ANASTACIO** any violation and suspected violation of conduct stumbled in the caput and sole paragraph of that article.



SECTION I RELATIONSHIP WITH THE PUBLIC SECTOR

Article 26. It is recommended that Employees who have ties to Public Agents or Politically Exposed Persons declare their relationship and/or connection to avoid a possible conflict of interest. When applicable, background checks should be conducted to also investigate this a possible relationship when hiring new Employees.

Article 27. New Employees need to be careful not to use their position or partnership with **ANASTACIO** in order to obtain or offer undue advantages in exchange for favors, that is, they need to avoid creating or participating in situations that may compromise the ethics, transparency and integrity of **ANASTACIO's business**.

Article 28. In case of direct or indirect relationship, contact or work with the public sector, all guidelines set out in this Policy should be observed, as well as those set out in the **ANASTACIO** Code of Ethics. Whenever possible, there should be interaction with the public sector through two employees. It is the responsibility of all Employees to ensure that the relationship with the public sector is transparent and that it observes all applicable legal regulations. In addition, it is forbidden to make donations, contributions, sponsorships and give or offer hospitality, "boxes", entertainment and gifts to any Public Agent, public institution and / or similar bodies of the National or Foreign Public Administration.



Article 29. In the case of project financing from public sector institutions, it is advisable to monitor, formalize, document and perform the appropriate accountability of the project and the financing obtained. Where applicable, **ANASTACIO** shall evaluate with special attention partners and Third Parties, performing prior steps and proper monitoring to ensure that the partner institution is appropriate, is acting with integrity and ethics, or that financing, for example, is not the result of Money Laundering. After the end of the project an independent and impartial audit may occur, being a recommended measure to ensure that there has been no irregularity with the funded project.

Article 30. Employees shall report any conflicts of interest and suspected irregularities. If there are any questions or need for more information, seek guidance with the Human & Organizational Development Sector - DHO or use the Listening channels disclosed via a **ANASTACIO** website or intranet before taking action.



SECTION II RELATIONSHIP WITH NATIONAL AND FOREIGN THIRD PARTIES

Article 31. Before starting a project with a foreign or national co-producer or partner, or a financing partnership, it is recommended to conduct background checks and prior steps, to avoid, for example, corruption and fraud risks and to form partnerships with suitable, transparent and integrity institutions.

Article 32. In particular, regarding foreign partners where applicable, it is recommended that the content of **ANASTACIO's** policies and procedures be transmitted in the appropriate language so that they are aware of all obligations and responsibilities applied to them.

Article 33. In addition, foreign partners will need to comply with Brazilian standards and employees must comply with the foreign standards that may apply to them and **ANASTACIO** (e.g., in the case of U.S. international partnerships, **ANASTACIO** may be held responsible for the Foreign Corrupt Practices Act (FCPA) if there is the practice of any harmful act provided for in the standard).

Article 34. Aligned with the objectives and values of **ANASTACIO**, it is the duty of every Employee to partner with Third Parties who have an unblemished reputation, have integrity and are technically qualified. **ANASTACIO** relations will have reliability, honesty and transparency. Therefore, there may be monitoring of the actions of third parties / partners to monitor their activities. If there is suspicion or proof of irregularity, the report should be done on the Listening Channel via website or intranet with easy access and guarantee of confidentiality and security (<https://my.safe.space/company/anastacio/>).

Article 35. All employees and third parties hired must register in the **ANASTACIO** system, so that payments are made and the appropriate preparation of contracts in a transparent manner. In addition, in order to make the payment, it is necessary to formalize the contract or duly prove service, aligned with the appropriate registration in the Anastacio system.

Article 36. ANASTACIO seeks to adopt the mandatory inclusion of the anti-corruption clause in all contracts it will celebrate with its Employees and Third Parties. Thus, it is the responsibility of each member involved in the procurement process to ensure that that clause is inserted in all contracts concluded and that its content is fully known to the other party:

“As Partes declaram, na data de assinatura deste Contrato, que cumprem as leis nacionais e internacionais as quais estão submetidas, bem como as leis nacionais e internacionais que tenham por finalidade o combate ou a mitigação dos riscos relacionados a práticas corruptas, atos lesivos, infrações ou crimes contra a ordem econômica ou tributária, de “lavagem” ou ocultação de bens, direitos e valores, contra a administração pública, nacional ou estrangeira, incluindo, sem limitação, atos ilícitos que possam ensejar responsabilidade administrativa, civil ou criminal nos termos das Leis nº 8.137/1990; nº 8.429/1992; nº 8.666/1993 (ou outras normas de licitações e contratos da administração pública); nº 9.613/1998; nº 12.529/2011; e nº 12.846/2013, as quais deverão ser respeitadas pelas Partes durante toda a vigência deste Contrato.

Nenhuma das Partes poderá, em desacordo com a legislação aplicável, direta ou indiretamente, fazer qualquer oferta, pagamento de qualquer quantia, ou oferecer, presentear, prometer dar, ou autorizar qualquer coisa, a qualquer funcionário público, qualquer partido político ou funcionário do mesmo, qualquer candidato a cargo político ou pessoa a estes ligadas direta ou indiretamente com a finalidade de obter uma vantagem indevida.

As Partes declaram adotar programas de integridade estruturado, aplicado e atualizado de acordo com as características e riscos de suas atividades, nos termos do Decreto nº 8.420/2015, visando garantir o fiel cumprimento da legislação indicada acima.

A Parte garante que leu e conhece a Política Anticorrupção da Anastacio, declarando expressamente que cumpre e irá continuar cumprindo com todas as suas disposições e diretrizes”.

Article 37. All Employees and Third Parties must adhere to this Policy and the **ANASTACIO COMPLIANCE PROGRAM**.

Article 38. In addition to this Policy, the Code of Ethics should be used as a reference and guideline to ensure a harmonious and transparent relationship. It is recalled that **ANASTACIO** does not allow the practice of illegal acts or the practice of acts that violate laws, values, objectives, policies and procedures. It is everyone's duty, therefore, to observe the conduct, recommendations and prohibitions of these documents.



Chapter VI

Gifts, Donations and Contributions



SECTION I GIFTS

Article 39. The receipt or offering of commercial gifts, with no relevant value or distributed as a courtesy, advertisement, habitual disclosure, on occasion, dates and/or special events is permitted provided that (i) the values of gifts do not exceed 15% (fifteen percent) of the amount of the current Federal Minimum Wage; and (ii) the offer or receipt of gifts respects the minimum period of 6 (six) months to occur again.

Paragraph One. If any Employee receives any gift whose value exceeds the limit provided for in the caput, he/she must deliver the said gift to the Director responsible for his/her area, so that it is drawn, in time, by **ANASTACIO** among all its Employees.

Paragraph Two. These draws will be organized by the Department of Human & Organizational Development - DHO of **ANASTACIO**, respecting its agenda of events.

Article 40. It is delimited the offer or receipt of gifts by the Employees of **ANASTACIO**, whose purpose is to obtain advantage or favor in payment to the good offered or received.

SECTION II PROHIBITION OF POLITICAL DONATION

Article 41. The donation of resources to political parties, political campaigns and/or candidates for political office, with resources from **ANASTACIO**, is prohibited, according to current legislation (Article 24 of Law No. 9,504/1997).

Article 42. Employees are not permitted to engage in political activities on behalf of **ANASTACIO**. However, this prohibition does not constitute a prohibition on the participation of Employees in political activities, provided that:

- I. The Employees acts in its own name;
- II. It do not affect your activities at **ANASTACIO**; and
- III. The Employee do not wear a uniform with any **ANASTACIO's** logo or mark.

SECTION III DONATIONS AND CONTRIBUTIONS

Article 43. Donations or Contributions may be made to institutions registered under applicable law, for legitimate philanthropic reasons to serve humanitarian interests and support cultural, educational, religious institutions, among others.

Article 44. Before making the Donation or Contribution, the responsible department must submit the request to the Department of Human and Organizational Development of **ANASTACIO**, which will analyze the purpose of the Donation or Contribution, as well as the suitability of the beneficiary entity.

Article 45. Requests should be carefully reviewed in order to verify that the Donation and/or Contribution will not provide personal benefit to any Public Agent or anyone who has a direct or indirect relationship with the Public Agent.

Chapter VII

Policy for the use of Corporate Cards and Funds

Article 46. Corporate cards may be issued to Employees who have the need to make expenses subject to reimbursement and must be used in expenses related exclusively to the business and for the benefit of **ANASTACIO**.

Paragraph One. **ANASTACIO** may verify, at any time, the proper use of the corporate cards of its Employees and may meet any expenses that are not incurred in accordance with this **PROGRAM** or for the benefit of **ANASTACIO**.

Paragraph Two. Employees hereby acknowledge that improper use of corporate cards is subject to a discount on employee remuneration, regardless of other applicable legal measures.

Article 47. The cards will be made available for leadership positions and with an expense limit as defined by the Presidency of **ANASTACIO**.

Article 48. The use of corporate cards for employee's personal expenses will not be tolerated. Any situation found that violates this rule will be reported to the Presidency.

Article 49. Any purchase that may not be directly related to the business or for the benefit of **ANASTACIO** shall be authorized in advance.



Capítulo VIII

Reporting Policy



Article 50. ANASTACIO has a Listening/Complaints Channel, through the SafeSpace platform, through which Employees or Third Parties may report situations with indications of violations of laws, norms, internal policies, Code of Ethics and Conduct, values, principle, purpose and mission that govern The Activities of **ANASTACIO**, and the complaint may be made anonymously.

Article 50. A few examples of situations that can be reported through the Reporting Channel:

- I. Deviations of behavior and rules of conduct;
- II. Undue relationship with public officials;
- III. Fraud of any kind (of internal or external origin) covering corruption;
- IV. Acts of discrimination or harassment with co-workers;
- V. Acts that violate **ANASTACIO's** internal policies; and
- VI. Acts that violate the purpose, mission, vision, values and quality policies of **ANASTACIO**.

Article 51. The complaint may initiate internal investigations, as well as investigations by public authorities, depending on the fact reported. Therefore, even if they are only reports, the information provided shall be true and detailed, containing, where possible:

- I. Description of the fact;
- II. Place of occurrence;
- III. Date of occurrence;
- IV. Type of relationship of the involved;
- V. First and last names of those involved;
- VI. Values involved; and
- VII. Evidence to corroborate the facts reported.

Article 52. Reports can be made through the Listening Channel through the SafeSpace platform accessible through the address: <https://my.safe.space/company/anastacio/>

Article 53. The use of the Listening/Reporting Channel is not applicable for cases of commercial complaints and issues related to products and services. For such situations, the Complaints Channel accessible from: <https://www.anastacio.com/canal-reclamacoes>.

Article 54. All reports made through the Listening/Complaints Channel will be received by **ANASTACIO**, which will treat them confidentially and, after prior analysis, establish the establishment of internal investigations to be conducted by the Compliance Committee of **ANASTACIO** (the "Compliance Sector").

Article 55. The investigation should include the evaluation of possible administrative and/or judicial processes involving the parts of the report, as well as the performance of documentary analysis, audits and interviews, and it is necessary to formalize and store the entire process, especially the evidence generated by the Compliance Sector.

Article 56. The reports that eventually do not fit the natures provided for in this **PROGRAM** may be treated with different criteria, according to the severity of the facts. All reports should be analyzed as soon as possible, considering their nature and complexity;

Article 57. The investigation must be concluded by the Compliance Sector with the preparation of a final report, which should contain at least:

- I. Synthesis of the facts;
- II. Explanation of the method of investigation used;
- III. Description of the analyses performed and indication of the evidence/evidence collated;
- IV. Result of the calculation;
- V. Indication of any improvements to be implemented to avoid further deviations;
- VI. Documents attached to the investigation; and
- VII. Other information or documents deemed necessary by the Compliance Sector.

Article 58. The final report should be forwarded exclusively to the Ethics Committee or to the Presidency/Senior Management of **ANASTACIO**, when applicable, except in cases where one of its members is investigated, a situation in which the report must necessarily be sent to the Presidency/Senior Management of **ANASTACIO**, without involving the investigated.

Article 59. Based on the final report and the documents, the Ethics Committee or the Presidency/Senior Management of **ANASTACIO**, according to the case, will rightly decide to file the report or apply disciplinary action, in accordance with this Policy.

Chapter IX

Data Protection

Article 60. As part of **ANASTACIO's** normal business operations, you may collect, process and/or transfer personal data about various individuals, including customers, members, Employees, Third Parties or other business associates. **ANASTACIO** manages personal data only to meet the specific and definable business need for information and in compliance with:

- I. The provisions set forth in Law No. 13,709/2018 (General Data Protection Law - "LGPD");
- II. Consent of the person whose data reads to **ANASTACIO**, when consent is necessary; and
- III. Statements about privacy practices, such as those that **ANASTACIO** offers users on its website and communication channels.

Chapter X

Confidentiality

Article 61. Employees and Third Parties should appreciate the maintenance of confidentiality of all information with which they may have contact due to the activity developed at **ANASTACIO**.

Sole Paragraph. The disclosure, either by verbal or written means, of confidential or sensitive information of **ANASTACIO** is unauthorized, under penalty of civil and criminal liability, in accordance with the current legislation in force.



Chapter XI

Sustainability, Social Responsibility and Quality

SECTION I SUSTAINABILITY

Article 62. ANASTACIO's concept of sustainability is not restricted to institutional assistance practices, but rather to the creation of the necessary conditions for the perpetuation of its activities, so ANASTACIO constantly seeks to mitigate the impacts that its activities may cause to the environment, taking actions to meet environmental legislation and the requirements of the competent bodies in the procurement processes, maintenance and renewal of all operating licenses.

Article 63. ANASTACIO encourages the adoption, by its suppliers and customers, of practices that promote reduction of environmental impacts of its operations, supporting initiatives aimed at water conservation, reduction of consumption of natural resources and waste disposal.

Article 64. ANASTACIO is interested in dialogue and open to interaction with the various audiences and communities present around its units, prioritizing the search for harmonious coexistence, aiming at maintaining good principles of corporate citizenship and social responsibility.

SECTION II SOCIAL RESPONSIBILITY

Article 65. ANASTACIO is committed and committed to contribute to the social reality being transformed, in an ethical way and committed to economic, environmental and cultural development, constantly supporting social projects that are aligned with its essence.



SECTION III QUALITY

Article 66. ANASTACIO meets the applicable requirements inherent to its activity, and ensures the quality of its products and services, continuously promoting teamwork and the training of its employees, prioritizing quality, agility, competitiveness and commitment.

Sole Paragraph. In accordance with its mission, principles and values, ANASTACIO constantly acts in the improvement of processes establishing a culture of nonconformism with a focus on excellence, seeking to meet the strategic direction.



Chapter XII

Other Provisions



SECTION I ADVERTISING

Article 67. ANASTACIO will advertise this **PROGRAM** through its main website and its registration on the premises of the administrative office of **ANASTACIO**.



SECTION II TERM

Article 68. The provisions of this **PROGRAM** shall remain in force for a period of 2 (two) years from the date of its publication, when its revision shall be carried out.





 Rua Eugênio de Medeiros, 303 - 12º andar
Pinheiros - São Paulo/SP | 05425-000

 55 11 2133 6600

 www.anastacio.com

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