

CODE OF CONDUCT

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Section I.

To whom does the Code apply?

To all Collaborators of Chediak Advogados, including partners, associates, interns, employees assigned to administrative functions and young apprentices, who shall respect the principles and rules set out in this Code. Third-Party Collaborators (suppliers, correspondents, and service providers) shall also observe the precepts of this Code, and the respective Third Party is responsible for passing them on to its employees.

Section II.

General Guidelines

2.1. Work Environment

Harmony in the work environment is based on essential precepts, such as respect and inclusion. Based on this premise, Chediak Advogados does not tolerate any behavior that may characterize abuse of power, moral or sexual harassment, or any form of discrimination, whether of racial, religious, gender, age, disability, nationality, sexual orientation, or political stance.

We also recognize the importance of a work environment that is healthy and conducive to learning. Therefore, we encourage that the leaders promote continuing professional development always seeking excellence.

Moreover, talent development is inherent to our culture, duly recognizing them based on the principles of meritocracy, which shall be observed even in the hiring of New Collaborators.

2.2. Conflict of Interest

A conflict of interest can occur, effectively or potentially, whenever a collaborator is under any influence that may compromise the independence of their actions, thus failing to protect or even harming the interests of the Firm or its Clients.

This influence may arise, for example, from situations in which a Collaborator or one of their Close Relatives has an equity interest in a certain matter; when there is a family or emotional bond between Collaborators and Third Parties, and/or Public Officials; or, otherwise, when acting in favor of a given Client constitutes a conflict of interest with another Client or the Firm itself, without the consent and express agreement of the potentially aggrieved parties.

It is the responsibility of each Responsible Partner to check for the existence of a possible conflict of interest related to the Firm's work for each new Client, and it is essential that, during the prospect of a new hiring, a formal prior communication is made to all the Firm's lawyers, informing them about the potential client and the scope of the work to be carried out. If conflicts of interest are identified, the new hiring shall be conditioned to the communication and agreement of those who may be potentially affected.

In order to map and prevent the materialization of conflict risks, it is essential that Collaborators and High-Risk Third Parties fill out the Conflict of Interest Form at the hiring, in which the existence of a relationship with Public Officials and/or equity interest or management positions in other companies shall be indicated.

Collaborators shall immediately consult the Management Committee if they suspect or know about situations of conflict of interest, seeking clarification in order to establish possible measures to be adopted.

2.3. Courtesies: Souvenirs, Gifts, Hospitality and Meals

It is common for commercial relationships to involve courtesy actions, translated into the offer of Souvenirs, Gifts, Hospitality and Meals. Despite the good intentions that certainly motivate most of these actions, rules are necessary to prevent kindness from being interpreted as offering an Undue Advantage.

Therefore, courtesy actions shall be in a transparent and reasonable manner, being forbidden to offer Courtesies that constitute luxury or extravagance, even if funded with the Collaborators' own resources.

Following this alignment, the offer of Gifts and Hospitality shall respect the limit of five hundred reais (BRL 500.00). If these Courtesies are offered continuously, the sum of amounts corresponding to the sum of Courtesies offered shall respect the limit of one thousand reais (BRL 1,000.00) for each period of twelve (12) months, except for the offer of authoritative books of our Collaborators, which are not subject to any restrictions.

There are no restrictions for offering Souvenirs, as long as it is carried out indiscriminately, such as, for example, when it is made available to all those present at an event. Except in the previous case, in which Souvenirs are offered indiscriminately, offering Souvenirs to Public Officials is forbidden.

Offering Meals, in turn, is conditioned to the authorization of the Responsible Partner and shall respect the limits of (i) two hundred reais (BRL 200.00) per person, per Meal; and (ii) one thousand reais (BRL 1,000.00) in the cumulative of Meals offered to the same person in a period of twelve (12) months. In the case of Public Officials, it is forbidden to offer Meals of any value, even if below the limits indicated above.

These restrictions and limits are not applicable, however, to Meals taken on the premises of the Firm, in the context of a job, and provided that they cannot be perceived by Third Parties as luxurious or extravagant.

As to the receipt of Souvenirs, Gifts, Hospitality and Meals by the Collaborators, there are no applicable restrictions. It is necessary, however, to communicate such receipt to the Responsible Partner, in the case of associated lawyers, and to the Management Committee, in the case of partners, if Gifts, Hospitality and Meals are received in an amount greater than one thousand reais (BRL 1,000.00) or, in the event of Gifts, Hospitality or frequent Meals, in an amount totaling two thousand reais (BRL 2,000.00) in a period of twelve (12) months.

Extraordinarily, the rules stipulated for Courtesies can be made more flexible in the context of festive dates, such as Christmas, upon decision of the Management Committee.

2.4. Contributions: Donations and Sponsorships

Encouraging charity and philanthropic actions is part of the Firm's values. Often, these actions take place through Donations in favor of social projects or non-governmental organizations.

Moreover, as a law firm, Chediak Advogados is institutionally committed to promoting the debate on relevant topics in the areas of its work, which can also occur through sponsorship of academic and corporate events.

It is essential that all Contributions preserve the objectives for which they are proposed, whether Donations in favor of social projects or Sponsorships of corporate events, thus avoiding these collaborations being interpreted as offering an Undue Advantage.

Therefore, any Contribution proposal shall be previously submitted to the Management Committee for assessment, which, considering the proposed amount and the beneficiary, may approve, reject, or determine the implementation of complementary measures to determine any Serious Reputational Risk. These measures may include, for example, performing a *Background Check* of the Beneficiary, the results of which shall be submitted for a new assessment by the Management Committee.

2.5. Harmful Acts to the Public Administration

Harmful Acts to the Public Administration, such as corruption and bribery, are practices internationally recognized for the damage caused to the competition and the efficiency of public and private entities, configuring illegal conduct and, therefore, vehemently opposed by the Firm.

The fight against corruption, bribery, and any other Harmful Acts to the Public Administration is part of the culture of Chediak Advogados. For purposes of prevention, Collaborators shall participate in periodic training, which address specific aspects and risks of the Firm's business.

Chediak Advogados also takes a combative stance regarding any Harmful Acts to the Public Administration, and it is strictly forbidden to offer any item of value to Public Officials and their Close Relatives.

2.6. Relationship with Public Officials

Interactions with Public Officials may expose Collaborators to risk situations. As a result, Chediak Advogados adopts objective guidelines to guide the behavior of its Collaborators in such cases, which are addressed in more detail by the Firm's Anti-Corruption Policy.

These guidelines provide that Collaborators shall interact with Public Officials only when essential and always complying with the criteria of formality, cordiality, respect, and transparency. It is important to bear in mind that the Firm represents the interests of its Clients and, therefore, any approach that could be interpreted as illegal, reprehensible, or ethically ambiguous shall be avoided.

If an interaction with Public Officials results in a suspicious, undue, or unlawful request or demand, Collaborators shall politely inform said agent about the guidelines of the Code of Conduct, emphasizing that the Internal Policies of Chediak Advogados do not allow meeting any request that violates the Law and its policies.

2.7. Relationship with Third Parties

Relations with Third Parties shall always be based on respect, professionalism, transparency, ethics, and the best market practices. As it understands the importance of knowing each of its relationships, Chediak Advogados adheres to the *Know Your Third Party* best practices and requires Third Parties with whom it relates to duly comply with the Law, especially the anti-corruption legislation.

Before establishing a contractual relationship with a New Third Party, the Responsible Partner shall search for its public and commercial information, taking into account the risks of the relationship, its relevance, and economic criticality. If points of attention are identified during the searches, results shall be submitted to the Management Committee, which may

approve without restrictions, approve with the indication of mitigating measures, or otherwise reject the contract.

In any event, the contracts entered into with Third Parties shall be formalized, albeit by alternative means, such as emails, and have an Anti-Corruption Clause that expressly: (i) declares the Third Party's compliance with the applicable Anti-Corruption Legislation; (ii) declares the Third Party's knowledge of the terms of this Code; (iii) institutes the right to audits; (iv) establishes the duty to notify Chediak Advogados about any ongoing investigation related to Harmful Acts to the Public Administration; and (v) authorizes the termination of the contract unilaterally, upon awareness of the involvement of the Third Party in activities that may expose the Firm to situations of Serious Reputational Risk.

2.8. Data Protection and Information Security

The Firm has access to various information on a daily basis as a result of its work, which includes, for example, commercial and non-public information of Clients, or personal data such as name, cell phone, or email of Collaborators. All information received from Clients, Third Parties, or Collaborators shall be considered Confidential Information, unless otherwise established by the Clients or Third Parties.

Confidential Information shall be used exclusively to carry out the work proposed by Chediak Advogados and to the extent effectively necessary, ensuring compliance with the General Data Protection Law (Law No. 13.709/2018) and with the provisions of our Privacy Policy. In any case, the sharing of Confidential Information with other Third Parties depends on the prior authorization of the Responsible Partner or, in their absence, the Management Committee.

In this sense, it is forbidden to use Confidential Information to obtain own benefits, such as, for example, an advantage in the direct trading of securities – which can only be traded by Collaborators in the cases expressly provided for in the Manual of Rules.

Moreover, Collaborators shall pay extra attention to ensuring information security in public places, and additional care is required when talking about Firm's business in restaurants,

airports, or taxis, as well as when dealing with professional matters, for example, through mobile devices or public network connections.

2.9. Image Protection

Chediak Advogados has extensive experience in the market and is a reference in several fields of Law. Thus, the attitude of the Collaborators when dealing with any topic, whether before the Press or Social Media, shall necessarily be consistent with the institutional positioning of the Firm.

Therefore, any statement or declaration made by the Collaborators to the external audience, when linked to the image of Chediak Advogados – whether at academic, professional, or Social Media events – shall be preceded by authorization from the Responsible Partner, subject to prior alignment with the Firm's Communication and Marketing team.

2.10. Respect for the Legislation

Compliance with the Law is an institutional requirement of the Firm.

Chediak Advogados is uncompromisingly committed to the compliance with all applicable rules, including, for example, environmental, labor, tax, anti-corruption, data protection rules, the OAB Code of Ethics and Discipline, and the Statute of Advocacy.

2.11. Sustainability

Over the years, the Firm has become more aware of the impacts of its actions on nature, and, more than that, of the importance of its preservation.

Thus, Chediak Advogados is committed to promoting sustainability as a value and concept to be observed by its Collaborators on a daily basis, saving inputs and always seeking greater efficiency in the use of natural resources.

Section III.

Management of the Code

The Management Committee is the management body responsible for control actions related to compliance with and application of this Code of Conduct, aiming at its dissemination, updating, and effectiveness.

The Code of Conduct shall be updated whenever necessary to adapt it to the reality of the Firm, being essential, in these cases, to be immediately shared with all Collaborators and Third Parties.

The receipt, reading, and understanding of the updated version of the Code shall be certified at the hiring, as well as annually by Collaborators and biannually by High-Risk Third Parties, upon filling out the Code of Conduct Acceptance Form, which shall be submitted to the Management Committee for control purposes.

In cases involving New Collaborators or New Third Parties, the most up-to-date version of the Code shall be shared at the hiring, being essential, after due reading, in the case of New Third Parties, or after a virtual training session, in the case of New Collaborators, to fill out the Code of Conduct Acceptance Form.

3.1. Communication Channel

If Collaborators or Third Parties become aware of actions that do not comply with the Law, the Code of Conduct, or any other institutional regulations of Chediak Advogados, this fact shall be reported to the Management Committee, through the email comite.gestor@chediak.com.br, so that the case is properly dealt with. If the issue involves one of the members of the Management Committee, the report shall be submitted directly to the emails of the other members of the Management Committee who are not involved in the matter. If the issue involves all members of the Management Committee, the report may be sent to the email address of any other Partner of the office.

This Channel is also how to properly settle any doubts or present suggestions for improvements related to the Code of Conduct or the Chediak Advogados' Integrity Program.

If preferred, members of the Management Committee are also prepared and available to individually address matters related to the Code of Conduct. Any and all contacts, whether through the Communication Channel or directly with the members of the Management Committee, are confidential, shall not imply retaliations, and may be made anonymously.

3.2. Treatment of Incidents

All reports sent to the Firm's Communication Channel shall be duly treated, ensuring the confidentiality of the information of the people involved throughout the treatment process. At the end of the process, after non-compliance with the rules and this Code is verified, the Management Committee shall define the applicable disciplinary measures, among them, educational and corrective actions, such as warnings or even termination, according to the severity and recurrence of the event.

Section IV. Attachments

4.1. Glossary

4.1.1. Public Officials

Any person who holds a position, employment, function, or mandate (i) in the Legislative, Executive, and Judiciary Powers, domestic or foreign; (ii) in any government body or institution, government-controlled private company or quasi-governmental entities, domestic or foreign; (iii) in international organizations; or (iv) in political parties, domestic or foreign. This concept also includes those who exercise diplomatic functions, candidates for any elective position, and employees of private companies hired to provide public services.

Individuals who have held, over the last five years, any of these positions, employments, functions, or mandates are considered a Politically Exposed Person and, for the purposes of this Code of Conduct, are equivalent to a Public Official.

4.1.2. Harmful Acts to the Public Administration

Acts that violate domestic or foreign public property, against the principles of public administration, or against the international commitments assumed by Brazil, including:

- a) Promise, offer or give, directly or indirectly, an undue advantage to a Public Official or a third party related to them;
- b) Frustrate or defraud, by means of collusion or any other expedient, the competitive scope of a public bidding process;
- c) Impede, hinder or defraud the execution of any act within the scope of a public bidding process;
- d) Remove or seek to remove any participant in a public bidding through fraud or the offering of any type of advantage;
- e) Commit fraud in any public bidding process or the contract resulting thereof;
- f) Create, in a fraudulent or irregular manner, a legal entity in order to participate in a public bidding process or enter into an administrative contract;
- g) Obtain an undue advantages or benefits, in a fraudulent manner, by modifying or extending signed contracts with the public administration without being authorized by the law through an invitation to public bidding process or with respect to contractual instruments;
- h) Manipulate or defraud the economic and financial balance of the contracts entered into with the public administration;
- i) Hinder investigation or supervision activities of bodies, entities or Public Officials, or intervening with their operations, also in the context of regulatory agencies and supervision bodies of the national financial system;
- j) Finance, fund, sponsor or in any way subsidize the practice of the acts defined above; or
- k) Use an intermediary to hide or disguise its actual interests or the identity of the beneficiary of the acts defined above.

4.1.3. Souvenirs

Items with no commercial value that are distributed as a courtesy, usually with the logo or an institutional message of Chediak Advogados.

4.1.4. Anti-Corruption Clause

Instituted contractual clause to mitigate risks related to hirings, in particular, risks of bribery and corruption. Usually, there are provisions on declaration of compliance with the applicable anti-corruption legislation and awareness of the Code of Conduct, in addition to the right to audit the contractor and the right to unilateral termination, if contractor is involved in cases of bribery and corruption.

4.1.5. Clients

Group of individuals and legal entities for which the Firm's Lawyers provide or are in the process of providing legal services.

4.1.6. Collaborators

Set that comprises all partners, associate lawyers, employees, and interns who work at Chediak Advogados.

4.1.7. Management Committee

Collegiate body of administration, of a management nature, composed of three partners, responsible for coordinating the management activities of the Firm.

4.1.8. Contributions

Set that comprises Donations and Sponsorships.

4.1.9. Courtesies

Set that comprises Souvenirs, Gifts, Hospitality and Meals.

4.1.10. Donations

Charity actions through which Chediak Advogados transfers goods and/or financial resources, without commercial consideration, for an eminently philanthropic purpose.

4.1.11. Close Relatives

Group of individuals comprising those with civil kinship relationships up to the fourth degree, such as parents/children, grandparents/grandchildren, uncles/nephews or cousins; as well as in-laws, such as stepmothers (stepfathers)/stepchildren, daughters-in-law (sons-in-law)/mothers-in-law or sisters-in-law; in addition to bonds of a spiritual and/or affective nature, such as godfathers, godmothers, and godchildren.

4.1.12. Hospitality

Activities or events intended for leisure, such as travel, accommodation, or event tickets.

4.1.13. Press

Group of communication vehicles that work in the dissemination of information and journalistic content.

4.1.14. Confidential Information

Information and data to which Collaborators have access as a result of their professional work and, in particular, their privileged relationship with Clients. Such information does not necessarily have a commercial nature, which are encompassed by this concept, and also the personal data of our Collaborators, Clients, other Third Parties, and their own collaborators.

4.1.15. Law

Group of legal rules instituted by Public Authorities that compose the Brazilian legal system.

4.1.16. Social Media

Social networks such as Facebook, Instagram, LinkedIn, TikTok and the like, that allow information sharing and declarations in a personal and/or commercial manner.

4.1.17. New Collaborators

Collaborators hired for less than one (1) year. Individuals in the process of being hired by Chediak Advogados are treated as New Collaborators.

4.1.18. New Third Parties

Third Parties hired for less than one (1) year. Individuals or legal entities in the process of being hired by Chediak Advogados are treated as New Third Parties.

4.1.19. Sponsorships

Charity actions through which Chediak Advogados transfers goods or financial resources aimed at promoting initiatives that are compatible with the Firm's values. Consideration, in these cases, may consist of tickets to a sponsored academic/legal event or the diffusion of the image of Chediak Advogados, for example.

4.1.20. Internal Policies

Group of regulations that composes the Integrity Program or the internal organizational structure of Chediak Advogados.

4.1.21. Gifts

Items with commercial value, chosen aimed at pleasing the recipient.

4.1.22. Meals

Expenses related to food, such as corporate dinners and business lunches.

4.1.23. Serious Reputational Risk

Risk of damage to the image and reputation of Chediak Advogados, with potential repercussions on its professional and commercial activities.

4.1.24. Responsible Partner

Collaborator of Chediak Advogados who leads a certain team individually or together with other Responsible Partners. In the administrative team, the head of Finance is equivalent to the Responsible Partners.

4.1.25. Third Party

Group of individuals and legal entities that interact with Chediak Advogados, including Clients, service providers, correspondents, and lessors, for example.

4.1.26. High-Risk Third Parties

Third parties who provide consulting or counseling services to Chediak Advogados before Public Officials.

4.1.27. Undue Advantage

Goods, values, or other advantages promised, offered, or granted: (i) aimed at obtaining illegal, irregular, or otherwise unobtainable consideration; or (ii) that, due to value or context, may influence or appear to influence the decision-making of Third Parties with an impact on Chediak Advogados.

4.2. Forms

- a) Conflict of Interest Form
- b) Code of Conduct Acceptance Form

4.3. Internal Policies and Procedures

- a) Anti-Corruption Policy

- b) Privacy Policy
- c) Manual of Rules

4.4. Organizational Chart (separate document)