



## **CODE OF ETHICS AND CONDUCT – /ASBZ**

### **CHAPTER I – SUBMISSION TO THE CODE**

Article 1 – All members of the law firm *Amaral, Biazzo, Portela & Zucca* ("**/asbz or the Firm**"), registered with the CNPJ/MF under No. 13.113.349/0001-81, both the lawyers and the administrative team of the Firm, are required to comply with this Code of Ethics and Conduct ("**CEC or the Code**").

Sole Paragraph – Acceptance of the CEC is an essential requisite for an individual to become or to continue to be part of /asbz.

Article 2 - The CEC, wherever applicable, shall also extend to the vendors of goods and services to /asbz.

Par. 1 – The express acceptance of the CEC by such goods and services vendors shall be a major requisite for /asbz's new contracts, while vendors whose contracts are still in force shall adhere to the CEC no later than 10 days as from the date they become aware of such document.

Par. 2 - A goods or services vendor's failure to respond within the time established in Par. 1, after being notified of the full contents of the CEC, may give rise to their contract termination by /asbz.

Par. 3 – Vendors whose contracts have been terminated based on the event provided in paragraph 2, shall not be entitled to any indemnification or further compensation in addition to the payment for the goods or services provided until the date of notice of termination.

Par. 4 - /asbz may exempt its goods or services vendors from complying with the terms of this article, provided that this is done in an express manner and, further, provided that /asbz, at its own discretion, believes that those vendors have similar codes, manuals, regulations or documents that safeguard the values protected by the CEC.

### **CHAPTER II – /ASBZ'S ETHICS COMMITTEE AND REPORTING CHANNEL**

Article 3 – The /asbz Institutional Management Board ("**IMB**"), which is formed in accordance with the firm's governance rules, will be responsible for appointing the members of the Ethics Committee ("**EC**").

Paragraph 1 – The EC must necessarily be formed by at least two (2) women and one (1) member of the /asbz Diversity Committee.

Paragraph 2 – The EC members will be appointed for a three-year period, which must coincide with the term of office of /asbz's CEO.



Paragraph 3 – The IMB will also be responsible for appointing 2 (two) alternate members for the EC, who will act in the absence or impediment of the full members. At least one (1) alternate must be a woman or a member of the /asbz Diversity Committee.

Paragraph 4 – In the event of absence or impediment of any full member of the EC, the alternate with the longest office time will have preference in the respective replacement.

Paragraph 5 – If it is necessary for more than two (2) alternates to act in the event provided for in paragraph 3, the IMB will decide about the matter in compliance with paragraph 3 of article 9 hereof.

Article 4 - The purpose of the EC is to guide the individuals or legal entities subject to the CEC as to its application and, upon approval of three (3) of its five (5) members, to receive a possible violation report and make it known to and decided by the IMB so that, if necessary, the steps provided in Chapter III may be taken.

Article 5 – The individuals or legal entities subject to the CEC may submit to the EC a formal consultation as to the interpretation and/or application of the Code. The committee shall respond such consultation after approval of such response by 2/3 of the IMB.

Article 6 – The list containing the names of the EC members and the e-mail address for reporting violations, which may be done anonymously, will be available at [www.asbz.com.br](http://www.asbz.com.br).

Sole Paragraph – /asbz’s reporting channel shall be connected directly to the IMB and the EC, as it may be used to report possible violations against any member or vendor of /asbz, including the members of the IMB and the EC.

### **CHAPTER III – VIOLATIONS AND THE APPLICABLE PENALTIES**

Article 7 – For members of /asbz subject to the CEC, a violation thereof shall imply (i) verbal warning to be communicated by /asbz’s CEO; (ii) written warning to be written by the EC and signed by /asbz’s CEO; (iii) suspension of the employment agreement or of all partner’s rights for a specific period, coupled with the respective interruption of the remuneration and/or profit distribution payments to which the employee or partner would be entitled within the period to which the penalty applies, and; (iv) dismissal of the employee or exclusion of the partner from /asbz’s membership, as applicable.

Sole Paragraph – Verbal warning will be recorded in the firm’s internal files stored and managed by the EC.

Article 8 – For vendors of goods and services to /asbz, a violation of the CEC shall imply (i) written warning or, alternatively, (ii) immediate termination of their contract, whereupon such breaching vendors shall forfeit the right to any indemnification or compensation in addition to the payment for the goods furnished or services rendered before the date of communication of such termination.



Article 9 – The penalties provided in articles 7 and 8 shall apply in accordance with the breaching party's previous record, the seriousness of the violation and the degree of damage caused to /asbz.

Par. 1 – The establishment of the penalties mentioned in Article 9 shall be under the care of the EC and ratified by the IMB after discussion and approval thereof by 2/3 of its members.

Par. 2 – If a member of the EC commits a violation, the IMB shall approve, by simple majority of votes, the reporting of any such violation and, further, decide, in accordance with the quorum provided in Paragraph 1, about the penalties applicable as per the terms of this Chapter.

Par. 3 – If a member of the IMB commits a violation, such member shall be prevented from participating in any decision about the case, and all other applicable procedures, deadlines and rights shall be maintained.

Par. 4 - No appeals or challenges will be acceptable against the decisions made in accordance with Paragraphs 1 and 2 above.

Par. 5 – As from the date such reporting is made known, the EC or the IMB, as the case may be, shall have 10 days to decide whether or not to accept it and thus take the applicable steps, and shall decide about the imposition of a penalty within no more than 30 days as from receipt of such reported violation.

Par. 6 – The EC shall be in charge of keeping a record of the reported violations received, including the penalties imposed upon those who violate the CEC.

Par. 7 – If the penalty provided in item (iii) of Article 7 is applied, the employee or member of /asbz in question shall not forfeit his/her right to the payment of any bonus, Profit Sharing ("**PLR**") or similar supplementary remuneration to which he/she is entitled, but, rather, shall receive such amounts prorated to the respective period of interruption.

Par. 8 – The amounts that are left unpaid by /asbz in the manner described in Paragraph 6 above shall inure to the benefit of the Firm and be used to refund any possible damages caused and that have not been repaired by the breaching party.

Par. 9 – All individuals or legal entities that become formally aware of any event that may qualify as a violation to the CEC and fail to report it to the EC or to the IMB, as applicable, shall be likewise considered violators of the Code and, consequently, be subjected to the penalties provided for in this Chapter.

Par. 10 – The communications and records relating to the procedures adopted within the scope of the EC will be stored in accordance with Law No. 13,709/2018 ("**General Data Protection Law**"), without prejudice to the disclosing of information that is required by the Firm or the market, whenever necessary.

#### **CHAPTER IV – CONDUCTING PROFESSIONAL ACTIVITIES**



Article 10 – All individuals and legal entities subject to the CEC must perform their work with honesty, transparency, efficiency, dignity, ethics, social responsibility, and use the best practices and techniques available in the context to which they are related.

Sole Paragraph – While conducting their activities, whenever possible, the individuals and legal entities subject to the CEC will be required to inform the alternatives and consequences concerning the performance of their professional duties within their scope of authority.

Article 11 – All individuals and legal entities subject to the CEC must comply with the Brazilian legal system, including rules concerning professional, regulatory and anticorruption matters, such as, for example, the Code of Ethics of the Brazilian Bar Association (OAB) and Law No. 12,846/2013.

Article 12 – /asbz will only deal with funds that have been duly accounted for, clearly stated and that are compatible with the legal practice and its regulatory standards, such as Law No. 8,906/94.

#### **CHAPTER V – DIVERSITY, NON DISCRIMINATION AND SOCIAL RESPONSIBILITY**

Article 13 – In personal and professional relationships covered by the CEC all individuals must be treated equally, without any discrimination on the grounds of biological sex and/or sexual orientation, gender identity and expression, race, color, biological characteristics, pathologies, ethnicity, nationality, work, academic background, religion, political opinions, social class or marital status.

Par. 1 – The relations described in the preceding paragraph will also abide by the internal policies of /asbz, including those relating to social responsibility.

Par. 2 – /asbz's main pillars are meritocracy and its policy of free opportunity so that the provision contained in the head paragraph also applies in full while selecting, hiring and valuing the Firm's professionals and business partners.

Par. 3 - The meritocratic values and the policy of free opportunity addressed in paragraph 2, whenever possible and in compliance with the policies of /asbz, must take into account the diversity and inclusion guidelines recommended by the Firm, with the objective of considering the particularities and context of each individual.

#### **CHAPTER VI – PROFESSIONAL AND SOCIAL RELATIONS**

Article 14 – The individuals subject to the CEC commit themselves to behaving in a respectful, honest, truthful and balanced manner consistent with their professional role and, further, to respecting all values described herein, including those protected by Chapters IV and V.



Article 15 – The individuals subject to the CEC also commit themselves to treating each other with respect, prudence and civility, especially in situations that may affect the image and reputation of /asbz, its clients and business partners.

Sole Paragraph – Observance of the precepts described above shall occur in an unrestricted manner in all means, environments and situations, including relations with the press and in social networks.

#### **CHAPTER VII – CONFIDENTIALITY AND PRIVILEGED INFORMATION**

Article 16 – Any individual subject to this Code shall keep the cases, clients, businesses and other arrangements in which /asbz is involved strictly confidential and, further, commit him/herself to not utilize any such information to obtain direct or indirect advantages to themselves or to any third parties.

Sole Paragraph – Additionally to the provision contained in the preceding paragraph, the members of /asbz’s team of professionals undertake to comply with specific confidentiality and nondisclosure rules as required by the Firm and its clients, and, further, to abide by the regulations concerning data protection and information security in force at /asbz.

#### **CHAPTER VIII – CONFLICT OF INTERESTS**

Article 17 – /asbz’s team of professionals shall not be allowed to engage in activities that are incompatible or conflicting with the interests of /asbz and/or of its clients.

Sole Paragraph – In order to avoid conflicts of interests, each member of /asbz’s team of professionals subject to the CEC undertakes to abide by the Firm’s policy on conflicts of interests.

#### **CHAPTER IX – ADVANTAGES AND BENEFITS**

Article 19 – The professionals of /asbz may only accept gifts and similar items offered by clients or vendors if such are given in the form of goods, services or meals, as the receipt of any amounts in cash, deposits or bank wire transfers, vouchers and the like, are expressly forbidden.

Sole Paragraph – For the purposes of the previous paragraph, the members of /asbz’s team of professionals may only receive gifts in the form of goods, services or meals worth no more than one thousand Brazilian Reals (BRL 1,000) each quarter, per individual or legal entity.

Article 19 – /asbz’s professionals undertake to not pay any direct or indirect benefits for the contracting of services or the acquisition of goods by the Firm, and, further, not to



offer any direct or indirect advantages to clients, representatives, and/or potential clients or vendors of /asbz.

Par. 1 – The rule provided in the preceding paragraph shall not apply to goods, services or meals paid up to the amount of one thousand Brazilian Reals (BRL 1,000) in each quarter, per each individual and/or legal entity.

Par. 2 – The institutional events and actions promoted by /asbz will not be subject to the provisions contained in Article 20.

Article 20 – All members of /asbz are required to pay due regard to the Firm's finances in all contexts, including the establishment of and compliance with budgetary guidelines, contracting third parties or stipulating attorneys' fees.

Par. 1 – Any and all acquisition of goods and services to be carried out between /asbz and the Firm's professionals' spouses or family members up to the second degree of kinship shall be previously submitted to the CEO, who shall refer the matter to the Executive Committee and the latter shall decide if the conditions of the deal so offered meet the market standards and/or if it may cause any damages to the Firm's economic condition or reputation.

Par. 2 – Should there be any suspicion as to the conditions offered for the possible acquisition of goods or services, the Executive Committee shall request for quotations from three (3) vendors with quality and characteristics similar to the offer initially made for the purpose of clearing any doubts or, alternatively, vetoing the suspected contract immediately.

Par.3 – The contracting of spouses or family members up to the second degree of kinship by the Firm must be previously submitted to the CEO, who shall refer the matter to the Chief Human Resources Officer, who shall decide if the contracting conditions are in conformity with the Firm's policies and the market assumptions.

Par. 4 – Except as otherwise expressly authorized, the prerogatives and/or rights to which /asbz's members are entitled as a result of their professional relationship, including but not limited to air tickets, parking places, hotel accommodation, cannot be assigned to third parties for whatever reason, including spouses and family members.

## **CHAPTER X – POLITICAL, ASSOCIATIVE RELATIONS AND RELATIONS WITH GOVERNMENT AUTHORITIES**

Article 21 – Members of /asbz's team of professionals shall not be allowed to occupy managerial positions in connection with political parties or political candidates in any election process for public offices.

Article 22 - Members of /asbz's team of professionals shall not be allowed to occupy managerial or executive positions in sports clubs, associations, class representation entities and the like.



Sole Paragraph – Any and all exceptions to the rule provided in the preceding paragraph shall be approved by 2/3 of the members of the IMB, and their resolutions shall not be binding, as they may be revised at any time, without prejudice to the establishment of possible conditions.

Article 23 – No member of /asbz’s team of professionals shall be allowed to occupy any public office in any government department or agency, without any exceptions.

Article 24 – Upon the approval of 2/3 of the IMB, the members of /asbz’s team of professionals wishing to occupy the positions vetoed by this Chapter may ask to leave the Firm, without being entitled to any activity, right or remuneration related to the Firm.

Par. 1 – The return to the team of /asbz’s professionals, after the end of such leave period mentioned above, shall depend on the approval of 2/3 of the members of the IMB, at the latter’s exclusive discretion.

Par. 2 – If any given professional does not return to /asbz as a result of the event provided in Paragraph 1 above, he/she shall be entitled to all amounts payable in connection with his/her capacity of employee or partner, as the case may be.

Article 25 – In performing their professional duties, /asbz’s members undertake to interact with government officials in governmental departments or agencies in a transparent and ethical manner, and in compliance with the principles contained in article 37, head paragraph, of the 1988 Federal Constitution, for the exclusive purpose of discussing legal and/or technical matters, and any offer or receipt of any direct or indirect advantage during such interactions shall be strictly forbidden.

## **CHAPTER XI – EFFECTIVENESS AND MODIFICATION OF THE CODE**

Article 26 - The CEC version in force from September 1, 2016 to December 22, 2021 is hereby revoked.

Sole Paragraph – The CEC may be modified at any time upon the prior approval of 2/3 of the IMB members.

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