

**COMPLIANCE POLICY**  
**BRAZILIAN COALITION ON**  
**CLIMATE, FOREST AND**  
**AGRICULTURE SUPPORT**  
**INSTITUTE**

**BRAZILIAN COALITION**  
**ON CLIMATE**  
**FORESTS AND**  
**AGRICULTURE**

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## Introduction

The **Brazilian Coalition on Climate, Forests and Agriculture Support Institute** ("Institute"), is a private, non-profit association, established in 2021 to support and contribute to activities of the *Brazilian Coalition on Climate, Forests and Agriculture* ("Coalition"), whose initial seed was sown in 2014.

As the entity that supports and enables the work and activities of the Coalition, the **Institute** has adopted this Compliance Policy to define and publicize its commitment to transparency and ethics at all levels of its operations.

The **Coalition's** history highlights the value of this work, as it has always had the distinctive characteristic of being a multi-sector movement that strives to engage in a network of dialogues with governments and establish alliances for international cooperation, uniting efforts that have historically failed to engage in dialogue. To this end, efforts have been made to create this document aimed at promoting upright conduct on the part of our team and members, as well as to disclose guidelines to mitigate conflicts and irregularities, always bearing in mind the principle of open, respectful and ethical dialogue with all those who interact with the **Institute** and the **Coalition**, whether they are representatives of agribusiness, civil organizations in the environmental and climate context, academics, the financial sector, companies or industry associations.

It also sets clear parameters for identifying, addressing and resolving issues that may arise in our members' day-to-day interactions with the **Coalition's** interlocutors, such as public authorities, investors, the scientific community and the press, among others.

It is with great pleasure that we introduce our Compliance Policy to our members, team, and partners, as well as to all those who have a direct or indirect relationship with the **Coalition**.

Ethics and integrity must guide all activities and conduct so that the **Institute's** social goals, as set forth in its Bylaws, can be achieved.

A big step has been taken to consolidate the trajectory of the Brazilian Coalition on Climate, Forests and Agriculture, and the institutional history of the **Institute** begins with a milestone of which we are very proud.

# COMPLIANCE POLICY

## I. ADDRESSEES

This Compliance Policy is applicable to all employees, collaborators, trainees, volunteers, directors, associates, members of governance bodies who have a connection with the **Institute** ("members"), and to all those who have a direct or indirect relationship with the **Institute**, such as suppliers, service providers, partners, sponsors, donors, supported organizations and any other interested parties ("third parties").

## II. OVERALL GOALS

The overall goals of this Compliance Policy include:

- Promote good ethics and transparency, contributing to prevent conflicts of interest and fight corruption and fraud;
- Set forth the code of conduct expected from members of the Institute, and from third parties to whom the Institute relates directly or indirectly, to prevent, detect and mitigate inappropriate, illegal and/or unethical practices; and
- Establish guidelines and clear parameters by which the **Institute** can analyze specific situations and adopt measures in the event of a violation of the Code of Conduct, without prejudice to the application of appropriate legal sanctions by the competent authorities, where applicable.

## III. PRINCIPLES GUIDING THE INSTITUTE'S PRACTICE

In its actions aimed at providing institutional, administrative, financial, and logistical support to the Brazilian Coalition on Climate, Forests and Agriculture, the **Institute** adopts the following guiding principles:

- Diversity in ideas and multiplicity of opinions;
- Inclusion in, and building of, dialogue with a wide range of stakeholders in order to carry out the Coalition's activities;
- Monitor implemented solutions on an ongoing basis and communicate the Coalition's activities and projects to civil society;
- Strengthen the Coalition's connections with public authorities, the academia, and other stakeholders.

## IV. CODE OF CONDUCT

### 1. EXPECTED CONDUCT OF MEMBERS

The Institute expects its members to carefully observe and abide by the rules described in this Policy and in its Bylaws, and, above all, to:

- Guide their personal and professional activities with honesty, integrity, sustainable and ethical conduct and refrain from acts or involvement in situations that may cause damage to the Coalition's image or reputation;
- Share your best with others and with society, working towards clear goals and knowing how each of your actions contributes to achieving the Coalition's goals;
- Nurture cordial and respectful treatment towards co-workers and third parties, inspiring the maintenance of an inclusive environment and repudiating acts of moral and sexual harassment or occurrences that constitute pressure, intimidation, or threats; and
- Encourage an institutional culture that favors inclusion and diversity, with any discrimination or embarrassment on the grounds of religion, age, ethnic-racial origin, disability, marital status, gender, sexual orientation, gender identity, political position or any other status or expression of individual freedom being prohibited.

#### 1.1. Duty of Loyalty

All members of the **Institute** shall be bound by the duty of loyalty and shall take care that their actions in the performance of their institutional duties are not influenced by private and individual interests, economic or otherwise, unrelated to those of the Organization.

As such, everyone must refrain from acting or being involved in situations in which private and individual interests take precedence over the interests of the **Institute** and/or the **Coalition** due to their participation in decision-making processes or institutional representation, and in situations of conflict with other addressees of this policy.

To comply with the Duty of Loyalty, all members must observe the following standards of conduct, as detailed throughout this Policy:

- Do not tolerate the violation of any laws or regulations in the course of the **Institute's** activities;
- Adopt effective mechanisms for internal control and security;
- Not disclose or make use of privileged information, for their own benefit or that of third parties, obtained as a result of the institutional activities, ensuring that information remains confidential;

- Do not engage in any activity that would jeopardize providing services or maintaining a business relationship with any individual or legal entity that has an interest in decisions made by a member or a collegial body to which they belong;
- Act even-handedly and fairly when entering into, extending, revoking or terminating contracts and partnerships, with the best interests of the **Institute** and the **Coalition** at heart;
- Monitor and evaluate the services provided with solid criteria;
- Guide all your actions according to technical and professional criteria such as competence, quality, timeliness, price, etc.;
- Do not engage, directly or indirectly, in any activity that by its nature is inconsistent with the activities carried out by the Institute and/or the Coalition, or in related areas or subjects;
- Do not act in the interest of a legal entity in which he or she has a stake, or in which his or her spouse, partner, or relatives, consanguineous or related, in a direct or collateral line, up to the third degree, and who may be benefited by him or her or influence his or her administrative acts; and
- Do not receive or offer undue gifts, payments, advantages, or benefits, i.e., from anyone who has an interest in your decision or from a collegiate body of which you are a member.

In the event of doubts regarding the applicability of this rule or in the event of queries concerning conflict situations, it is the member's responsibility to contact their direct manager for guidance. When the situation involves their own manager, the communication will be directed to their hierarchical superior and, in their absence, to the Board of Directors.

For further clarification or for the necessary measures to be taken, the Ethics Channel can be activated by members of the **Institute**.

## 1.2. Political Party Positions

The **Institute** is a non-partisan organization and it is prohibited to participate in political party or electoral activities or to make contributions of any kind to political parties or electoral campaigns, i.e. financial contributions, human resources, material resources, intellectual resources, technological resources, among others.

Therefore, manifestations or activities of a political-partisan or electoral nature carried out personally by its members or by third parties with whom the Institute is associated are not and will not be considered, under any circumstances, as manifestations, positions or activities of the **Institute** and/or the **Coalition**, and are therefore completely disassociated from both.

All members and third parties with whom the **Institute** and/or the **Coalition** have any relationship must refrain from expressing opinions of a political party nature in circumstances in which they are formally representing the **Institute** and/or the **Coalition**, or when they can be recognized as such by third parties, given that diversity of opinions and political freedom of expression are principles of great value.

### 1.3. Use of Institutional E-Mail and Social Media

Members must use the **Institute's** institutional email and social media accounts with diligence, discretion and care, always remembering to use appropriate and respectful language and to communicate only factual information, and are prohibited from doing the following:

- Use of derogatory, discriminatory, racist expressions and bad language (swear words);
- Disclose or share without prior authorization, via e-mail or social media, any document, file, image, video/audio, or internal information related to the **Institute**, the **Coalition** or third parties;
- Use of institutional e-mail to send and share messages with obscene, pornographic, violent, discriminatory, racist, or defamatory content, chain messages and games, or that in any way disrespect to any person, company or organization, or use social media or the **Institute's** computers and servers to store and access any of this content; and
- Take advantage of institutional e-mail or social media to make negative criticisms or express personal opinions about situations that directly or indirectly involve members, projects, supporters, partners or third parties linked to the **Institute** and the **Coalition**, even if the fact is a matter of public knowledge.

The **Institute** exclusively owns technological tools and resources which are made available to members when performing their professional activities, such as computers, servers, passwords and access logins, files, accessories and peripherals, messages sent and received by members via their institutional e-mails and all content produced by them in person or via remote access when performing their duties.

Therefore, this information and equipment can be accessed and used at any time, even after the Member has left the company, insofar as this is necessary to monitor and develop the organization's activities and to ensure compliance with the guidelines of this policy.

### 1.4. Personal Data Collection and Usage

The Institute processes personal data in accordance with the norms and parameters of the General Data Protection Law (Law No. 13,709/2018 - LGPD), whereby the Institute (and, consequently, its members who are internally responsible for processing personal data) must follow the guidelines below:

- To process personal data only in cases of necessity, solely and exclusively within the legal framework, with due respect for the fundamental rights of freedom, intimacy and privacy held by data subjects, and the principles laid down in the legislation;

- Adopt at all times a legal basis (Article 7 or 11 of the LGPD) which supports and legitimizes the collection and processing of the personal data gathered, providing a clear and simple explanation of the use and destination of the data obtained, as well as allowing the data subject to object to this processing, if applicable;
- Process personal data of children and adolescents only in their best interests and making reasonable efforts to obtain, as well as collect, the consent of their parents or legal guardians for such processing or process them without consent if it is for the protection of these children and adolescents;
- Report to the National Data Protection Authority and data subjects if there is a security incident involving personal data that could jeopardize their fundamental rights and freedoms after prior analysis by its legal counsel, as well as draw up a plan for reversing and mitigating damage;
- Provide the e-mail address that will be the channel through which personal data subjects, whether inside or outside the **Institute**, can exercise all their rights related to their personal data processed, such as requesting changes to or deletion from the organization's databases and mailing lists;
- Enforce on data operators or other third parties contracted by the **Institute** the same obligations, safeguards and technical and organizational measures used to ensure the protection of data held by the organization; and
- Adjust partnership instruments with the public authorities that involve the transfer of public data to the Institute, to ensure that they comply with the LGPD.

The **Institute** emphasizes its commitment to comply with the principles of the General Data Protection Law, particularly those of non-discrimination, transparency, prevention, and security in the processing of the personal data of its members and third parties, as established by the General Data Protection Law (Law No. 13,709/2018 - LGPD).

In addition, in respect of personality rights, express authorization will be requested from individuals or their guardians, when applicable, for the use of image, voice and name whenever audio and/or video recording is made of any person, member or third party, authorizing the release of the material collected and communicating the purposes for which it will be used by the **Institute**.

### 1.5. Intellectual Property and its Protection

Content created by members of the **Institute** during their professional activities, or by third parties contracted to provide services to the organization, is generally the property of the organization, as established in contracts or similar instruments with the authors and in accordance with the terms of copyright legislation.

Members of the **Institute** may use this content to carry out internal activities, either in full or in excerpts, if the integrity of the work is respected, and credit is given to the **Institute** for its development. Disclosure and use of **Institute** content by third parties requires the express prior approval of the Board of Directors, which will establish standards and limits applicable to the specific case.



Members of the **Institute** must refrain from using any of the organization's content or materials, even if they are the result of their work, in a way that could cause material or reputational damage to the organization or generate any direct or indirect economic benefits or advantages for themselves or third parties.

## 2. THIRD PARTIES CODE OF CONDUCT

Building relationships and engaging with different sectors of society is a significant part of the **Institute's** activities. This is because its work involves coordinating and implementing the Coalition's projects and actions in partnership with several stakeholders, including: funders, sponsors, service providers, collaborators, donors, public agents, academics, goods suppliers, among other partners.

In this section of the Compliance Policy, we outline codes of conduct that establish guidelines for the relations between members and third parties.

It is crucial that the **Institute** values transparency and integrity when formalizing relations with the **Coalition's** interlocutors, adopting necessary precautions, and avoiding situations that could constitute conflicts of interest:

- Refrain from offering undue advantage and from collaborating in unlawful acts;
- Refrain from acting as an intermediary to hide or disguise their real interests or accept that the Institute and/or the Coalition appear in this position, through their representatives;
- Refrain from yielding to pressure for abuse of authority;
- Refrain from hindering or interfering in public agents<sup>1</sup> investigation or inspection activities, when they are in proper exercise of their authority; and
- Report any queries or occurrences to the **Institute**.

<sup>1</sup> A public agent is anyone who provides any kind of service to the state, who performs public duties, in the broadest possible sense of this expression, meaning any public duties, including officials or employees of the executive, legislative and judicial branches, state, municipal and federal secretariats and regulatory bodies, members of the Public Prosecutor's Office, Parliamentarians, employees from public or government-controlled companies, among others.

## 2.1. Supply of Goods and Service Providers Agreements

Contracts will be arranged always in the best interests of the **Institute**, to provide institutional, administrative, financial, and logistical support for the execution and coordination of the Coalition's programs, projects, and initiatives, and to comply with the principles of impartiality, efficiency, and economy.

Prior to the formalization of any contract, the **Institute** will, whenever possible, assess whether suppliers of goods and service providers are suitable. Online search will also be performed to collect references and evaluations of services.

Every piece of information considered when deciding whether to hire potential suppliers and providers must be documented to adequately justify selecting one candidate over another.

Sustainable businesses with low environmental impact and/or run by the black community, members of traditional communities, women and LGBTQIA+ will be prioritized when contracting, opting for best technique and innovation when choosing their suppliers and service providers and discarding the "lowest price" criterion as the only element to guide their selections.

Nevertheless, in addition to the supplier's and provider's suitability and reputation, and the priorities listed above, it is also required that suppliers and providers offer prices that are in line with market values.

The contract will, as a rule, consist of a written agreement between the parties, with clauses in which the supplier or service provider attests to the following:

- Adopt good environmental management practices in its production process;
- Comply with environmental and worker protection regulations;
- Not to use forced labor, degrading conditions or child labor in any of its sectors or activities;
- Respect human rights when carrying out its activities;
- Comply with laws and decrees aimed at anti-corruption, hiding assets, rights and values and administrative misconduct; and
- Be aware of and in agreement with the goals and guidelines of this Policy, stating that they adopt upright, ethical behavior under penalty of suspension or termination of contract.

The **Institute** and/or the **Coalition** are entitled to interrupt or terminate the contract agreed with suppliers of goods or service providers in the event of violations of any of these clauses and to request a refund.

## 2.2. Partner Agreement

The **Institute** shall use appropriate contractual instruments to formalize all activities performed with partners, supporters, funders, sponsors, and donors in its network, regardless of whether any funds are transferred or not.

Prior to formalization, the **Institute** will conduct preventive research to ascertain whether potential partners operate in an ethical, transparent, and upright manner, making sure that there are no conflicts of interest between the purposes and conditions of the intended partnership and other existing partnerships.

In partnering with Coalition supporters, the **Institute** will take the following precautions:

- Formalize the agreement in a writing and ensure that the partner is aware of and willing to comply with the terms of this Compliance Policy;
- Safeguard the right to contract termination or suspension if any provisions of this Policy are violated, or if the partner engages in conduct that may cause reputational damage to the **Institute** or the **Coalition**; and
- Include in the agreement that formalizes the relationship, whenever possible, a clause regarding the absence of conflicts of interest with respect to the parties involved; non-involvement in situations that could constitute undue advantage; non-inappropriate use of privileged information; absence of unlawful interference with ongoing investigations; compliance with environmental, child and worker protection and anti-corruption regulations.

As a measure of transparency, once the contractual instrument has been executed, the **Institute** will comply with the terms and conditions imposed by partners, supporters, funders, sponsors, and donors, whether public or private, and will report on the resources received whenever required or at the agreed intervals.

## 2.3. Processing of Personal Data

Relationships between the **Institute** and third parties involving the processing of personal data must comply with the following guidelines:

- To process personal data appropriately, only for legitimate, specific, explicit and informed purposes, in accordance with the context of processing and without the possibility of further processing in a manner incompatible with those purposes;
- Limit processing to the minimum necessary for the fulfillment of its purposes, covering data that is relevant, in proportion to and not excessive in relation to the purposes of data processing;
- Process personal data of children and adolescents only in their best interests and make reasonable efforts to obtain the consent of their parents or legal guardians for such processing or process them without consent if it is for the protection of such children and adolescents;

- Use technical and administrative measures to protect personal data from unauthorized access and accidental or unlawful destruction, loss, alteration, communication, or dissemination, at least in accordance with standards set out in the Information Security Guidelines for Small Processing Agents, issued by the National Data Protection Authority;<sup>2</sup> and
- To contractually define, or by means of an instrument appropriate to the situation, if applicable, who occupies the position of controller and the operator, under the terms of Law No. 13,709/2018 - General Data Protection Law and the Guidance for Definitions of Personal Data Processing Agents and the Data Controller.<sup>3</sup>

In addition, all principles of the General Data Protection Act must be complied with, the principles of non-discrimination, transparency, prevention, and security.

#### 2.4. Negotiations and Agreements with Public Authorities

Members of the **Institute** who represent the **Coalition** must have prior knowledge and clarity regarding what will be discussed in meetings with public agents, as well as being aware of who will be attending. The subject must be included in an e-mail or invitation received or sent concerning the intended meeting.

Meetings with public agents on sensitive subjects should preferably be attended by at least two (2) people from the Institute who represent the **Coalition**. Minutes should be kept of all topics discussed and referrals agreed upon, which should be sent by e-mail to all those who took part in the meeting.

In addition, in negotiations involving members of the **Institute** representing the **Coalition** and public agents, the following rules must be considered:

- Refrain from offering undue advantage and from collaborating in unlawful acts;
- Refrain from acting as an intermediary to hide or disguise their real interests or accept that the **Institute** and/or the **Coalition** appear in this position, through their representatives;
- Refrain from yielding to pressure for abuse of authority;
- Refrain from hindering or interfering in public agents<sup>1</sup> investigation or inspection activities, when they are in proper exercise of their authority; and
- Report any queries or occurrences to the **Institute**;

<sup>2</sup> Information Security Guidelines for Small Processing Agents. Available at: <https://www.gov.br/anpd/pt-br/assuntos/noticias/anpd-publica-guia-de-seguranca-para-agentes-de-tratamento-de-pequeno-porte>.

<sup>3</sup> Available at: <https://www.gov.br/anpd/pt-br/assuntos/noticias/anpd-publica-guia-orientativo-sobre-agentes-de-tratamento-e-encarregado>.

Negotiations resulting in partnerships with the Government must be formalized in an appropriate contractual instrument, and under no circumstances the following conduct is permitted:

- Acting in any way to prevent competition or exclude other participants, by any means of fraud or offering an undue advantage or benefit;
- Manipulate or defraud the economic and financial balance of contracts; and
- Obtain or act with the intention of receiving an undue advantage or benefit within the context established by the partnership agreement.

### 2.5. Gifts, Giveaways, Events, and Hospitality

According to the **Institute**, expenses for travel, accommodation, food, transportation (small monetary value) and gifts (any material goods, invitations, promotional discounts, gift vouchers, among others) cannot be used as a way of obtaining or rewarding undue advantages, benefits, or gains.

Therefore, when interacting with public agents, additional precautions are always taken. Expenses for travel and meals are capped at per diem amounts and it is noted whether there is any prohibition on sharing expenses.

## 3. CONDUCT IN INSTITUTIONAL REPRESENTATION AND ADVOCACY INITIATIVES

In pursuit of its purpose to support the **Coalition's** activities, members of the **Institute** are assigned to support institutional representation initiatives in public arenas for debate, deliberation, and advocacy on behalf of the **Coalition**, engaging with public agents, legislators, private sector stakeholders and civil society in a comprehensive manner.

In determining the members of the **Institute** or third parties engaged to represent the **Coalition** institutionally in these areas of interaction, the **Institute** will first review their track records and positions with respect to its concerns to identify any conflicts of interest that may affect their performance. In this regard, members of the **Institute** or third parties engaged for this purpose must:

- Engage in and develop activities consistent with institutional mission, based on sustainability and environmental preservation and conservation, coherent with the purpose of the intended action, and not aimed at favoring particular interests;

- Identify themselves as a member of the **Institute** and the **Coalition**, when applicable, before private entities, public bodies and in any other spaces where they are institutionally representing the organization;
- Respect the presence of people and organizations whose positions differ, without belittling or preventing the work of those whose agenda may be contrary to the **Institute**;
- Consult the **Institute** internally on the approach to be adopted in these areas of interaction when faced with specific cases, before making statements on behalf of the organization if there is any doubt as to how to proceed;
- Refrain from associating the image of the **Institute** and the **Coalition** with strictly personal manifestations in the context of institutional representation of the organization in terms of engagement and influence;
- Refrain from directly or indirectly influence a public agency or department where they have worked in the past two (2) years or where their spouses or partners, relatives in a straight line, collateral or by affinity, up to the second degree, have worked in that period; and
- Refrain from undue or unlawful influence over representatives of private entities or public agencies and their family members, from acting in a manipulative, intimidating or coercive manner.

#### 4. HANDLING CONFIDENTIAL INFORMATION AND DOCUMENTS

Members and third parties with whom the **Institute** interacts may have access to information classified as privileged or confidential by the **Coalition** due to the nature of the activities and projects with which they are involved. Therefore, members undertake to adopt the following precautions:

- Restrict access to information only to the team or individuals involved in the project, always emphasizing the duty of confidentiality regarding the information;
- Refrain from using any information for their own benefit or for the benefit of third parties, directly or indirectly;
- Ensure that databases used as sources of information are sound and reliable, and do not provide information that is known to be false or distorted in any situation;
- Seek locations that preserve privacy to discuss matters involving this information, refraining from discussing them in public places or open virtual environments, even if only with members of the **Institute** and/or the **Coalition**, or third parties involved in the project; and

- Members should use the institutional e-mail address to send relevant information which needs to be recorded, remembered and institutionally transparent, such as the contractual terms and conditions, minutes of internal or external meetings, notices of general meetings, employee pay slips, etc.

Confidential or sensitive information may only be shared with third parties by the **Institute's** leaders.

## V. ETHICS CHANNEL

The **Institute's** Compliance Policy lists the conduct expected of its members, but there may be other situations that constitute undesirable conduct beyond the standards established here. This can be detected either by internal controls or through complaints. Concerns may also arise regarding the provisions set out herein.

For this reason, the Institute has established an Ethics Channel so that members or any interested parties can confidentially report possible breaches of the rules set out here or contact us with any questions they may have. Channel can be accessed via e-mail at [faleconosco@coalizaobrasil.org](mailto:faleconosco@coalizaobrasil.org).

Requests sent by e-mail will be forwarded to the Ethics Committee, comprised of the Institute's members, employees, and directors. The Committee, which monitors the entity and its members in relation to the Compliance Program, is responsible for screening and preliminary analysis of complaints and for answering any questions raised, and is endowed with impartiality, independence, and autonomy perform the aforementioned functions, and must also:

- Adopt an Anti-Retaliation Policy: a member or third party who reports an allegedly unethical or illegal situation in good faith will never suffer retaliation (such as threats, poor evaluation, suspension, dismissal, etc.). Acts of retaliation must be reported and will be appropriately sanctioned by the **Institute**;
- Ensure that everyone is guaranteed the right to a full defense and an adversarial hearing; and
- Keep a written record of all referrals and decisions on all cases.

The Committee will, when necessary, forward complaints to the **Institute's** Board of Directors, which will be responsible for investigating the facts. The analysis and decision-making of situations involving the Board of Directors is left to the members of the Board who are not involved in the specific case.

If necessary, as part of the investigation of any complaints, the Committee may ask the Audit Committee to draw up reports and financial statements for the **Institute** and may also make use of the support of its legal counsel in specific cases.

Whenever the conduct involves serious actions that may cause damage or harm to public property, the facts must be reported to the competent authorities.

## VI. PENALTIES

Neither member nor third party will be sanctioned without proof of the allegations. However, if the occurrence of practices prohibited in this Compliance Policy is proven, the Board of Directors, the **Institute's** top management fully committed and engaged with the applicability of this Policy, will initiate a procedure to investigate the infraction and may temporarily suspend those involved.

The procedure must be concluded swiftly, respecting the adversarial process and a full defense, and one or more of the following disciplinary measures or penalties may be applied:

- Warning, suspension or termination for cause;
- Termination of the Internship Agreement, Volunteer Agreement and other contractual instruments that officialize the **Institute's** relationship with the interested parties;
- Termination of membership, in the case of a member;
- Forfeiture of office, in the case of a member of the Board of Directors or Audit Committee;
- Unilateral termination of any other kind of contractual agreement with the **Institute**; and
- Further appropriate legal and extrajudicial measures.

In the event an act constitutes a crime or an act of administrative misconduct, the competent authorities must be informed accordingly.

In less serious cases, the Board of Directors may decide to:

- Warn the interested party about the need to adopt new behavior;
- Establish conditions for maintaining the legal/contractual/societal connection; or
- To include such information in the **Institute's** internal supplier and service provider database and consider this situation when formalizing future agreements.

Good practices include verbal warnings when conduct is not complied with and referring the person involved for specific training when the conduct is not considered unacceptable.



## VII. MONITORING AND TRAINING

As part of its duty to monitor the **Institute's** compliance with the applicable rules, the Ethics Committee will monitor the effectiveness of this Compliance Policy's guidelines, recommending adjustments and amendments to the General Meeting if it deems this necessary.

Based on the assessment and periodic review of risks, the Committee shall assess the need for training aimed at all members of the Institute, including managers and board members. Whenever necessary, guidelines on legislation can be issued and specific cases discussed to encourage thinking about the actual application of the organization's Compliance Policy, helping members to deal with situations they encounter in practice.

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This policy was approved at the General Meeting of October 24, 2023. It may be amended or supplemented at any time, if necessary, consisting of a periodic review process that may be updated every three (3) years.

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