

Code Of Conduct

code of Conduct

CLIPPER TRANSPORTES INTERNACIONAIS LTDA seeks to establish partnerships with people and entities that share its mission, vision, values and commitment to security, compliance and integrity. Therefore, we require that our partners, suppliers and service providers understand and declare their responsibility for meeting the requirements established by the Brazilian Authorized Economic Operator Program - OAS through the formalization of this declaration of responsibility that generally guides:

- The Commercial Partner's commitment to use others, when applicable, that have security procedures compatible with the security criteria established by the Brazilian AEO Program;
- The Commercial Partner's commitment to have control of information and cargo units, guaranteeing their integrity when in their establishment and/or responsibility;
- The Commercial Partner's commitment to apply safety procedures to ensure integrity in the transport, handling and storage processes of goods;
- The Commercial Partner's commitment to apply physical access controls to facilities and goods handling locations, to prevent the movement of unauthorized/authorized people;
- The Commercial Partner's commitment to apply an Internal Policy for the selection and hiring of reliable employees and, when applicable, dismissal, that there is control over access withdrawals (physical and systemic);
- The Commercial Partner's commitment to applying training in supply chain security and customs compliance, thus raising awareness among employees to identify points of vulnerability in logistics processes;
- The Commercial Partner's commitment to applying physical security measures and devices to prevent unauthorized access to places where information and goods are handled;
- The Commercial Partner's commitment to implementing technologies to protect company information against access and misuse.

Still in addition to the above, our partners, suppliers and service providers when contracted to provide or to act on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., and within the applicable maximum limit, depending on the types of services to be provided, or acting in its own name and that of its affiliates, subsidiaries, agents, subcontractors, representatives and/or employees, hereinafter referred to as "Third Party" hereby declares and guarantees the following:

• Applicable Laws and Regulations

When acting on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., the Third Party will fully comply with all laws and regulations of their respective territories and any other jurisdiction where the Third Party conducts business on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., Without limitation In light of the above, the Third Party will fully comply with all applicable laws and regulations covering human rights; child labor, forced labor, slavery and human trafficking; collective agreement negotiation; labor laws (including salary and working hours laws and benefits); and laws and regulations requiring payment of any applicable taxes or fees. The Third Party certifies that it does not conduct human trafficking or forced labor activities.

• Anti-Corruption

The Third Party will fully comply with all applicable anti-bribery and anti-corruption laws in the jurisdictions in which the Third Party conducts business on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., including, but not limited to, the United States Foreign Corrupt Practices Act [Practices Act], the British Anti-Corruption Act and the Organization for Economic Co-operation and Development Convention. The Third Party further declares that it has implemented appropriate procedures for such compliance, and that it has conducted its own due diligence process with its own affiliates, subsidiaries, agents, subcontractors, representatives and employees who will work on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA. and communicated to them the requirements stipulated in these clauses or requirements and/or comparable training.

Without limiting the generality of the foregoing, the Third Party guarantees that, in relation to the services provided on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., it has not made and will not make, directly or indirectly through third parties, any offer, payment, promise of payment or authorization for the donation of money or anything of value, including facilitation payments to any government official (including but not limited to public officials or government-controlled body, company or entities), to any director or employee of a public international organization, to any political party or its member, or to any candidate for political office (or to any person, knowing or having reason to know or deliberately ignoring the possibility that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any such persons or entities) for the purpose of influencing any act or decision of such persons or entities, including a decision to cease performing their official duties, or to induce such persons or entities to use their influence with the government or agency, company or entity controlled by the government to direct business to CLIPPER TRANSPORTES INTERNACIONAIS LTDA., obtain favorable treatment for CLIPPER TRANSPORTES INTERNACIONAIS LTDA., or guarantee an undue advantage for CLIPPER TRANSPORTES INTERNACIONAIS LTDA., or to help CLIPPER TRANSPORTES INTERNACIONAIS LTDA. to enter into or maintain business, nor to any private company or person to reward or induce a failure to act in good faith, impartially, or in accordance with a position of trust in connection with any business transaction. A facilitation payment is a payment made to a public official for the purpose of facilitating routine government action or to expedite essentially administrative activities of a non-discretionary nature.

• Commercial Controls

The Third Party agrees that when acting on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., it will conduct all activities in strict accordance with the provisions of all applicable trade and import/export control laws and with all anti-boycott laws and regulations of their respective territories and any other jurisdiction where the Third Party conducts business on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., including applicable sanctions and embargoes; arms trafficking regulations and other trade control laws.

• Antitrust and Competition Law

The Third Party agrees that when acting on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA. will conduct all activities in strict compliance with all antitrust laws, unfair competition laws and commercial regulations of their respective territories, and any other jurisdiction where the Third Party conducts business on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA. Third Party will not participate in, permit, tolerate or promote any actions taken by its affiliates, subsidiaries, agents, subcontractors, representatives or employees to restrict trading, fix prices, impede competition, or in any other way adversely affect the ability of any entity or person from participating or competing in any market in violation of applicable antitrust laws. The Third Party agrees that when acting on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., it will not obtain information or data on prices, surcharges from a competitor and other information of competitive importance, except through public sources or through other legally permissible means.

• Data Privacy

The Third Party agrees that when acting on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA. will comply with all applicable data privacy laws. The Third Party will process personal data only for the purposes defined by CLIPPER TRANSPORTES INTERNACIONAIS LTDA., will protect personal data with appropriate technical and organizational measures and will maintain their confidentiality. Finally, the Third Party will inform CLIPPER TRANSPORTES INTERNACIONAIS LTDA. immediately when you are not in a position to comply with the provisions herein, or if you receive any external query regarding the personal data under your management and associated with your relationship with CLIPPER TRANSPORTES INTERNACIONAIS LTDA..

• Inspection Rights

Without prejudice to the supervision provisions of any applicable contract that the Third Party may have signed with CLIPPER TRANSPORTES INTERNACIONAIS LTDA., upon written notice five days in advance and at a reasonable time and place, CLIPPER TRANSPORTES INTERNACIONAIS LTDA. , or its representative may examine all relevant books and records of the Third Party related to the services provided to CLIPPER TRANSPORTES INTERNACIONAIS LTDA., or on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., necessary to evaluate and verify compliance with the requirements of this Declaration. The Third Party agrees to cooperate with such inspection and to provide relevant books and records as requested. The Third Party undertakes to maintain correct books and records in relation to all work carried out on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA.

• Notification of Violations

The Third Party undertakes to immediately report any violation or potential violation of any law or policy CLIPPER TRANSPORTES INTERNACIONAIS LTDA. associated with the work of the Third Party for CLIPPER TRANSPORTES INTERNACIONAIS LTDA., including by CLIPPER TRANSPORTES INTERNACIONAIS LTDA. personnel, the Legal Department or other appropriate representative of CLIPPER TRANSPORTES INTERNACIONAIS LTDA.

• Assignment

The Third Party may not transfer all or part of its obligations arising from this Declaration to any other party without the prior written consent of CLIPPER TRANSPORTES INTERNACIONAIS LTDA.

• Certification, Notification and Violation

The Third Party undertakes to complete a Declaration of Responsibility for Third Party Security and Compliance, if requested by CLIPPER TRANSPORTES INTERNACIONAIS LTDA. The Third Party further agrees that if the certifications, declarations and guarantees contained in this Declaration or the information provided to CLIPPER TRANSPORTES INTERNACIONAIS LTDA. in the validation/verification processes of CLIPPER TRANSPORTES INTERNACIONAIS LTDA. with the Third Party are no longer complete, current and accurate due to subsequent occurrences, or if it is determined that the Third Party acted in violation of this Statement while acting on behalf of CLIPPER TRANSPORTES INTERNACIONAIS LTDA. or under the terms of or in relation to any Contract entered into with CLIPPER TRANSPORTES INTERNACIONAIS LTDA., the Third Party will notify CLIPPER TRANSPORTES INTERNACIONAIS LTDA. immediately in writing. The Third Party further agrees that violation of this Statement will be considered a material breach of any Agreement that the Third Party may have entered into with CLIPPER TRANSPORTES INTERNACIONAIS LTDA., and may be grounds for immediate termination of such agreement, without any further responsibility or obligation on the part of CLIPPER TRANSPORTES INTERNACIONAIS LTDA., and that CLIPPER TRANSPORTES INTERNACIONAIS LTDA. may suspend payment and services related to such violation.

As part of its commitment, CLIPPER TRANSPORTES INTERNACIONAIS LTDA. requires the Third Party to sign this Declaration reflecting its understanding and commitment to the points listed here.

This document comes into force from

Company Signature and Stamp

Responsible Name:

Position:

CPF:

E-mail:

Company:

Address:

CNPJ:

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