1. INITIAL CONSIDERATIONS

The Supplier’s Code of Ethical Conduct (“Code”) provides the main guidelines and some practical improvements that should govern current and future relations with any individual, legal entity or unincorporated entity, with whom CCR SA and its Subsidiaries (“CCR Group”) engage, including service providers, vendors, consultants, customers, business partners, contracted or subcontracted third parties, tenants, commercial space assignees, regardless of formal contract, including those who use the CCR Group name for any purpose or who provide services, supply materials, interact with government officials, the government or other third parties on behalf of the CCR Group (collectively, “Third Parties”).

The CCR Group practices free trade, transparency and fairness in the process of contracting Third Parties, as well as strict compliance with contracts.

The CCR Group also understands that its businesses’ progress and sustainability depend on the efficient management of Third-Party relations in a transparent and ethical manner, with Third Parties selection and maintenance based exclusively on technical, financial, quality, social-environmental, ethical criteria, in full compliance with the current legislation.

CCR Group’s Third-Party relations will be marked by compliance with the precepts of this Code.

The CCR Group encourages third parties to:

a. Establish internal policies and/or social inclusion programs, code of ethical conduct, corporate responsibility, environmental policy for managing or mitigating business-related environmental impacts, and actions to promote diversity, equity and professional training for people with disabilities and apprentices, as well as freedom of association;

b. Manage their supply chain, identify critical suppliers from a sustainability perspective and jointly establish economic, social and environmental improvement targets;
c. Manage the economic, social, labor, tax and environmental risks among their supply chain, with a focus on business continuity;

d. Encourage internally and among their supply chain the hiring of small and medium local suppliers, with a focus on economic development;

e. Establish and recommend their suppliers to establish a code of ethical conduct with regard to personal and commercial relations;

f. Undertake and recommend their suppliers to undertake: the timely and accurate payment of their employees, measures to ensure basic standards for salaries are fulfilled for each category in the area, while being enough to provide basic employees’ needs, and ensure their employees and outsourced workers the health and safety conditions required by law, as well as the timely and accurate payment of their tax, labor and social security obligations.

The CCR Group monitors its Third Parties’ development and performance. Such assessment aims to support the management improvement and to strengthen the partner relations among the CCR Group and its Third Parties.

The CCR Group respects and promotes human rights in its activities and seeks to build a relationship based on cordiality, trust and respect, as well as practice responsible and honest conduct in relations between its Employees and those of Third Parties, regardless of hierarchical position, role or occupation.

2. APPROVAL AND DURATION

2.1. This Code was approved by the CCR Group Board of Directors on 11/28/2018 and will be effective as of 02/05/2020.

3. DEFINITIONS

For the purposes of this Code, the following terms, when started with a capital letter, either singular or plural, regardless of gender, shall have the meanings specified below:

“Public Administration” means any entities that are part of the direct or indirect public administration, including the Federal Government, States, Municipalities and the Distrito Federal [Federal District], as well as their bodies, ministries, offices, areas, agencies, companies and institutions owned or controlled by the public administration and other public entities.
“Public Agents” means, for legal purposes, those holding public offices, functions or positions, even if temporarily or voluntarily, regardless of any prior civil servant examination. For the purposes of this Code, their corresponding Relatives are also considered Public Agents. “Public Agents” also include those holding any function or position in semi-official entities or service providers contracted or affiliated to provide typical Public Administration activities. The following are considered Public Agents for the purposes of this Code, among others:

- Officer, employees, agents or official or tax representatives of any governmental entity at the national, state, regional, municipal or local level, including any elected officials, including those with the participation of the Public Administration;
- Representatives of public companies, banks or public investment funds, semi-public companies, agencies, regulatory agencies, public foundations or those controlled by the Public Administration of any jurisdiction;
- Any individual acting, even if temporarily, in an official manner for or on behalf of any Public Administration entity (such as a consultant hired by a government agency);
- Candidates for political office at any level, political parties and their representatives, as well as elected politicians; and
- Officers, employees or official representatives of any foreign or international public organization, such as the International Monetary Fund (IMF), the United Nations (UN), the World Health Organization (WHO), the World Bank, among others.

“Harassment” means any offensive verbal or physical conduct or behavior that segregates a person against his or her will. It covers a wide range of behaviors, from direct sexual approaches to insults, offensive jokes or mockery. Harassment may occur in several different forms and, in some circumstances, even be unintentional. Any type of harassment, whether or not intended, affects or may negatively affect individual professional performance or the work environment as a whole and is not tolerated.

“Gifts” mean objects received or offered as an institutional courtesy, advertising or branding initiative or on the occasion of events or commemorative dates of historical or cultural nature. Distribution should be impersonal and extended to the entire company, not intended exclusively for a particular person.

“Employees” mean all employees, including non-statutory directors, of the CCR Group.
“Conflict of Interest” occurs whenever the private interest of the Manager, Tax Advisor or Employee interferes, or seems to interfere, in any way, directly or indirectly in his or her judgment and objectivity, to the detriment of the interests of the CCR Group, which may affect his or her ability to perform tasks or make decisions in an impartial, unbiased and independent manner.

“Subsidiaries” mean any companies in which the CCR Group holds shareholder rights, permanently ensuring its prevalence in corporate decisions and the power to elect the majority of directors.

“Discrimination” means the denial of opportunities, by distinctly treating an individual or group of individuals. The issue is not whether the discrimination is intentional – the consequences of the action are what matter. We strictly prohibit discrimination due to age, color, race, religion, gender, marital status, family status, sexual orientation, nationality or any other characteristic protected by law.

“Entertainment” means a Gift in the form of entertainment. This is any leisure or recreational action, event or activity, whether public or private, with the purpose of entertaining and arousing the interest of an audience. These are situations in which the host is necessarily present, otherwise, they are considered Giveaways or Gifts, not Entertainment. Examples include concert and sports tickets, among others.

“Applicable Anti-Corruption Laws” mean all applicable national and international anti-corruption laws and regulations, particularly Law No. 12.846/2013 and Decree Law No. 8.420/2013, including, without limitation, the anti-bribery and anti-corruption laws effective in the countries where the CCR Group operates.

“Facilitation Payments” mean any payments, regardless of the applicable amount, made to ensure or speed up routine actions or otherwise induce public officials or third parties to perform routine actions that they are required to perform, such as issuing licenses, immigration controls or release goods held at customs. This does not include legally applicable administrative fees. Employees are not allowed to make any facilitation payments and must ensure that third parties, including agents and other consultants, do not make such payments on behalf of the CCR Group.

“Relative” means, for the purposes of this Code, any spouse or individual with a similar kinship relation, father/mother or stepfather/stepmother, grandfather/grandmother or grandson/granddaughter, brother/sister or foster brother/sister, son/daughter or stepson/stepdaughter, father-in-law/mother-in-law, son-in-law/daughter-in-law, brother-in-law/sister-in-law, nephew/niece, uncle/aunt, cousin or second cousin, and any other individual who is part of the core family.
“Kinship” is the relationship between an individual and his or her relatives.

“Presents” mean any items, benefits or advantages to which monetary value may be assigned, and which are received or offered as a result of a business relations and for which the recipient does not have to pay their respective market value. Distribution is individual and personal, unlike Gifts.

“Debt-related Service Provision” occurs when the employer obligates the employee to perform a specific service in order to repay a debt, whether real or imaginary.

“Meals” mean any meetings held during meals (lunch or dinner), to discuss business-related issues regarding the CCR Group, for the purpose of business development.

“Third Parties” mean any individual, legal entity or unincorporated entity, with whom the CCR Group relates currently or in the future, including service providers, suppliers, consultants and advisors, clients, business partners, contracted or subcontracted third parties, tenants, commercial space assignee, regardless of formal contract, including one that who use the CCR Group name for any purpose or who provide services, materials, interact with public officials, the government or other Third Parties on behalf of the Group CCR.

“Undue Advantage” means advantage or favor in any form that is not authorized by law or contract and/or could not be obtained through lawful or proper means. For the purposes of the Applicable Anti-Corruption Laws, examples of Undue Advantage include: money, gifts, travel, entertainment, job offers, meals, sponsorship of events, scholarships and charitable contributions without due approval or non-compliant with CCR Gorup standards.
4. **COMPLIANCE WITH THE LAW**

Third Parties must act in compliance with applicable law, including, but not limited to, compliance and respect for health, safety, human and labor rights, the environment, as well as local laws, including tax, fiscal and anti-corruption regulations.

Lack of knowledge allegations do not constitute a justification for non-compliance with laws, rules and regulations in general.

The following aspects must be addressed with particular attention:

<table>
<thead>
<tr>
<th><strong>Zero Tolerance for Acts of Corruption, Fraud, Bribery and/or Money Laundering</strong></th>
<th><strong>Zero Tolerance for Slave or Slave-like Labor, Child Labor, Sexual Exploitation of Children and Adolescents and the Trafficking of Persons</strong></th>
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<tbody>
<tr>
<td>The CCR Group adopts a zero tolerance policy for acts of bribery, Facilitation Payments, offering Undue Advantages and/or any acts of corruption. Thus, Third Parties are not authorized to negotiate, offer, promise, receive, enable, authorize or provide bribes, Undue Advantage or Facilitation Payments, nor to authorize Third Parties to do so on behalf of the CCR Group. The CCR Group will not enter into any commercial relations with Third Parties who carry out irregular and/or illegal slave and child labor practices or who have any relationship or connection with the sexual exploitation of children and adolescents and human trafficking. Third Parties appearing on restrictive lists, due to acts related to the above-mentioned practices, shall not be hired or shall have contracts terminated.</td>
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<tr>
<td>The CCR Group is strongly committed to preventing the use of our operations for the purpose of money laundering or any activity that facilitates money laundering, terrorist financing or other criminal activities, and all Third Parties must conduct their businesses in accordance with such principles and commitments.</td>
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<tr>
<th><strong>Work Environment Conditions</strong></th>
<th><strong>Salaries and Benefits</strong></th>
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<tr>
<td>Third parties must provide their employees with decent working conditions with regard to working hours, health and safety, always in full compliance with the applicable labor laws.</td>
<td>Third Parties must properly compensate their employees and provide all legally determined benefits.</td>
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</table>
legislation. Therefore, exposing employees to excessive working hours, subordination and debt-service provision of services is forbidden.

They must also ensure the selection of business partners who operate in compliance with labor legislation and ethical standards compatible with the premises defined herein.

### Zero Tolerance of Acts of Harassment, Discrimination and Abuse of Power

Integrity, honesty and respect are principles to which the CCR Group adheres to, and Third Parties are expected to sustain their commitment to a positive, open, and inclusive work environment, free from discrimination, violence and harassment.

It is the responsibility of all Third Parties to ensure a safe and respectful environment, where equality, justice and dignity are highly valued, without any form of constraint, discrimination, abuse or disrespect for dignity.

### Foreign Labor

Third Parties hiring foreign labor must comply with legislation regarding the worker’s documentation, registration and work visas.

Third Parties should not retain original documents as a means to restrict or limit the worker’s freedom. Personal documents, such as passports, must always be in the employee’s possession.

### Giveaways, Gifts, Meals, Entertainment and Travel

Giveaways, Gifts, Entertainment, Meals and Travel delivered by Third Parties to Employees must follow CCR Group internal rules. In addition, Gifts, Presents, Entertainment, Meals and Travel must be appropriate to the business relationship and cannot imply inadequacy, in accordance with CCR Group rules.

No cash payments should be made or received by our Third Parties in connection with their relationship with the CCR Group or any activity performed, directly or indirectly, in relation to the CCR Group. In addition, one should not give, offer, promise, receive, enable, pay or authorize Giveaways, Gifts, etc.

### Conflict of Interest

For the CCR Group, it is essential that personal interests do not conflict with the interests of the Company.

Therefore, our Third Parties must address and report any situations that might compromise business transparency, such as (but no limited to):

a. Activities, whether or not professional, performed by CCR Group Employees for Third Parties;

b. Misuse of CCR Group information by any Third Party or its employees, including any use or disclosure of CCR Group insider information within the securities market;
<table>
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<tr>
<th><strong>Interaction with Public Agents</strong></th>
<th><strong>Environment</strong></th>
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<tr>
<td>Interactions among Third Parties acting on behalf of the CCR Group and Public Agents must be supervised by an Employee from the CCR Group company that hired them. Exceptionally, there may be direct interaction among Third Parties and Public Agents, as long as it is expressly authorized for this purpose by the CCR Group Employee, as in the case of lawyers and dispatchers. In cases of direct interaction among Third Parties and Public Agents, the Third Party must submit a report to the contract manager, communicating the date, place and reason for the referred interaction with the Public Agent.</td>
<td>The CCR Group expects Third Parties to respect and comply with all the provisions of the current environmental legislation, taking accountability before environmental agencies and society, for any damages or losses they may cause to the environment, while also encouraging their own representatives and suppliers of products and services to commit to joining efforts to protect and preserve the environment.</td>
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<tr>
<th><strong>Ban on Unfair Trade</strong></th>
<th><strong>Duty of Secrecy and Confidentiality</strong></th>
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<tbody>
<tr>
<td>CCR Group prizes free and fair trade among its suppliers, therefore not condoning with the following practices:</td>
<td>All CCR Group matters and information, without exception, shall be treated with secrecy and confidentiality, while protecting its intellectual property rights, in addition to strict compliance with the general data protection law.</td>
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<tr>
<td>a. Offering lower prices as a result of non-compliance with legislation (labor, tax etc.);</td>
<td>Access to CCR Group information must be limited to those who need it and it must not be transferred, shown or granted to Third Parties without CCR Group’s prior written consent.</td>
</tr>
<tr>
<td>b. Making insinuations or comments that may affect the image of competitors;</td>
<td>Information must be stored, treated and processed in a safe environment and all those involved must share the</td>
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| c. Collaborating with the formation of trusts and cartels; | }
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<tr>
<th><strong>Political Activities and Freedom of Association</strong></th>
<th><strong>Image Use Right</strong></th>
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<tr>
<td>The CCR Group is a non-partisan company and respects the individual rights of Employees and Third Parties regarding their political and union involvement. Therefore, the CCR Group expects Third Parties to recognize freedom of association and collective bargaining and agreements.</td>
<td>It is the duty of the Third Parties to respect and not violate CCR Group’s image rights. Linking CCR Group image through the publication of pictures and/or videos without prior consent is strictly forbidden.</td>
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<tr>
<th><strong>Reimbursement of On-Duty Expenses and Travel</strong></th>
<th><strong>Due Diligence</strong></th>
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<tr>
<td>The reimbursement of expenses incurred by Third Parties with their own funds on behalf of the CCR Group shall be provided for in the legal instrument signed between the Third Party and the CCR Group. Likewise, on-duty travels by Third Parties to perform work for which they have been assigned by the CCR Group, such as airline tickets, accommodation, food, land transportation, must also be provided for in the corresponding legal instrument. Third Parties must ensure a proof of the expenses is submitted, including a description and the reason for such expense.</td>
<td>The CCR Group will carry out, at its sole discretion, periodic due diligence processes to mitigate and monitor potential risks in the conduct of its Third Parties, and the Third Parties must provide complete and truthful information in all due diligence processes in which they participate.</td>
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<th><strong>Contracts</strong></th>
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<tr>
<td>Third Parties must comply with the obligations set forth in the contracts entered into with the CCR Group and fulfill the requirement provided for in this Code throughout the contractual period.</td>
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### 5. COMMUNICATION OF DEVIATIONS

The CCR Group requests Third Parties to be proactive and immediately report any violation or suspected violation of this Code or any illegal or unethical behavior that they have or become aware of, through any of the CCR Group Communication Channels below:
The Confidential Channel is managed by an independent third party company, which ensures the confidentiality and secrecy of the collected information.

No retaliation shall be taken against any whistleblower making a report or complaint in good faith; however, making a report does not absolve you (if you are involved) or anyone for violation or suspected violation of this Code.

6. LEGAL AND DISCIPLINARY MEASURES IN CASE OF CODE VIOLATION

The CCR Group reserves the right to take appropriate legal measures for violations of this Code. In more severe cases, the actions may result in the termination of contracts entered into between the parties and, as the case may be, in the consequent indictment of those involved.

7. FINAL CONSIDERATIONS

The CCR Group reserves the right, in whole or in part, to modify, suspend or revoke this Code, related policies, procedures and programs at any time. The CCR Group also reserves the right to interpret and amend this Code and its policies at its own discretion. Any changes to this Code will be disclosed and reported as required by law.

8. CONTROL AND VERSION HISTORY

<table>
<thead>
<tr>
<th>Date</th>
<th>Version</th>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/27/2017</td>
<td>First</td>
<td>IN-CCR-604-0 – Sectorial Supplier Relations Code (Normative Instrument Review)</td>
</tr>
<tr>
<td>02/05/2020</td>
<td>01</td>
<td>Supplier Code of Ethics</td>
</tr>
</tbody>
</table>
### 9. APPROVALS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Version</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code</td>
<td>Supplier Code of Ethics</td>
<td>01</td>
<td>05/02/2020 to 05/02/2021</td>
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</table>

ISSUER: MARIA LUCIA FERRARA/ CATIA VELOSO  
REVIEWER: PEDRO SUTTER  
APPROVER: CCR BOARD OF DIRECTORS (11/28/2019)

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