



Anti-Bribery and Anti-corruption Policy

Approved on: 02/29/2024	Valid until: 03/01/2027
Prepared by: Compliance Officer	Approved by: Board of Directors

1. Purpose:

This Anti-Corruption and Anti-Bribery Policy (“Policy”) aims to establish guidelines for the compliance of Localiza Rent A Car S.A., its subsidiaries, and controlled companies (“Localiza”) with anti-corruption and anti-bribery laws, acting in accordance with ethical and transparency standards.

2. Target audience and scope:

This Policy applies to Localiza’s Managers and Employees, regardless of their hierarchical position, as well as to all our Franchisees and Third-Party Intermediaries. It also serves as guidance to our Partners and Suppliers, both in Brazil and abroad.

3. Guidelines:

Localiza is committed to combating Corruption and Bribery and does not tolerate unethical conduct, especially those involving acts of Corruption or Bribery, with the public and private sectors, whether in Brazil or abroad.

Managers, Employees, Franchisees, Suppliers, Third-Party Intermediaries, and Partners must observe and comply with all applicable laws regarding the prevention and combat of Corruption, Bribery, and other business ethics-related legislation, being aware of the importance of reporting concerns related to Corruption, Bribery, and other ethical conflicts.

Localiza is committed to meeting the requirements of the Anti-Bribery and Anti-Corruption Management System and to continuously improving it in pursuit of ongoing enhancement. This includes an internal control system capable of providing reasonable assurance that transactions are executed with proper authorization, documentation, and transparency. The guidelines of this policy must be observed and followed by all those to whom it applies, and non-compliance will be assessed by the responsible parties, as described in the Consequence Management Procedure.

3.1 Relationship with the public sector:

We have an Integrity Program that, in addition to policies and procedures, outlines the conduct and rules that must be followed in interactions with the public sector.

Manager, Employee, Franchisee, Supplier, Third-Party Intermediary, or Partner will face any type of retaliation or penalty due to delays or loss of business resulting from their refusal to participate in acts of Corruption or Bribery.

Meetings with Public Agents must take place:

- ❖ With the presence of two Localiza representatives, preferably;
- ❖ At official premises and during the standard business hours of the public agency or at Localiza's premises;
- ❖ Whenever possible, with a pre-arranged agenda;
- ❖ With clear and objective communication regarding Localiza's interests, avoiding any misunderstandings or misinterpretations.

Localiza does not tolerate any offering, promising, authorizing, or receiving by Managers, Employees, Franchisees, Suppliers, Third-Party Intermediaries, and Partners (directly or indirectly) of any Item of Value to or from a Public Agent or Public Administration, with the intention of unduly influencing, facilitating, or rewarding any decision for their own benefit or that of Localiza.

3.2 Participation in bidding processes and execution of administrative contracts:

Localiza and its Franchisees must comply with ethical principles, adhere to laws, and fulfill contractual clauses applicable to all their respective participations in bidding processes and execution of administrative contracts.

The following will not be permitted under any circumstances:

- ❖ Thwarting or defrauding, through adjustment, collusion, or any other means, the competitive nature of the bidding process, with the aim of obtaining an advantage for oneself or for others, resulting from the award of the object of the bidding;
- ❖ Preventing, disrupting, or defrauding the performance of any act in the bidding process;
- ❖ Fraudulent or irregularly creating a legal entity to participate in a bidding process or enter into an administrative contract;
- ❖ Fraudulently obtaining undue advantage or benefits from modifications or extensions of contracts entered into with the Public Administration, without authorization by law, in the bidding documents or in the respective contractual instruments;
- ❖ Removing or attempting to remove a bidder through violence, serious threat, fraud, or by offering any type of advantage.

3.3 Responding to inspections or other demands from public agents:



Engagement with Public Agents must be conducted with professionalism, objectivity, and in compliance with current legislation.

All communication with Public Agents must be received and/or responded to in writing. In case of queries, the legal department should be consulted.

Managers, Employees, Franchisees, and Third-Party Intermediaries cannot, under any circumstance:

- ❖ Hinder inspections, investigations, or other demands from Public Agents;
- ❖ Destroy any document that may be useful or necessary for investigations;
- ❖ Provide false or incorrect information to Public Agents and the Public Administration, including during inspections.

3.4 Obtaining licenses, authorizations, or permits:

Licenses, authorizations, and permits for Localiza and Franchisees can only be obtained by their Managers, Employees, Franchisees, and Third-Party Intermediaries and based on current legislation.

All expenses and information related to the processes of obtaining licenses, authorizations, or permits must be documented.

Payments must be made directly to the Public Administration related to the process; and payments to another entity or into accounts of individuals are prohibited.

3.5 Payments:

Every payment made by Localiza must be:

- ❖ Compatible with the service provided or product acquired;
- ❖ Made to the beneficiary stated in the contract or legal document that underpins the respective payment.

3.6 Relationship with suppliers, third-party intermediaries, franchisees, and partners:

Localiza engages with Franchisees, Suppliers, Third-Party Intermediaries, and Partners who have an impeccable reputation and are capable of executing the contracts entered into.

Further information can be found in the Supplier, Service Provider, and Third-Party Intermediary Relationship Policy and in the Integrity Due Diligence Procedure.

3.7 Mergers and acquisitions:

Before concluding transactions related to new businesses, such as mergers, acquisitions of any organization or asset, establishment of partnerships, joint ventures, or consortia, Localiza will conduct Integrity Due Diligence. Its objective is

any involvement with corruption, bribery, or other illegal or unethical conduct involving the target company or its executives and employees.

3.8 Anti-corruption clause:

Contracts entered into with Third-Party Intermediaries must include an anti-corruption clause due to the high risk of Corruption and Bribery in these relationships. Whenever possible, other contracts entered into by Localiza should also include this clause.

3.9 Communication plan and training:

Localiza will maintain a periodic training and communication plan for the target audience aimed at disseminating, raising awareness of, and reinforcing the importance of complying with the rules of this Policy and the Brazilian Anti-Corruption Law.

All leaders must reinforce the importance of complying with this Policy to their subordinates.

3.10 Clarifying queries:

Any situations, exceptions and/or clarifications regarding the application of this Policy can be addressed to the Compliance department through the following email address: compliance@localiza.com.

3.11 Reporting Channel:

The Reporting Channel is the tool provided by Localiza for receiving reports of non-compliance with the Code of Conduct, internal policies, and procedures of the Company, or current legislation.

Localiza will not allow retaliation of any kind against a good-faith whistleblower or against anyone who provides information, documents, or cooperates in the investigation process of a report.

No one should refrain from reporting illegal acts or actions of any Employee that may harm the integrity and reputation of Localiza.

The Reporting Channel is operated by an outsourced specialized company, without interference from Localiza. It can be accessed 24/7 and anonymously through the following means:

- ❖ Telephone: 0800 979 2055 (for calls originating from Brazil – toll-free) +55 11 3232-0786 (for calls originating from abroad – collect call);
- ❖ 24/7 electronic service (voicemail);
- ❖ From Monday to Saturday, from 8 AM to 8 PM, with the option of direct assistance by an analyst;
- ❖ Internet: www.canalconfidencial.com.br/localiza;

For additional information on how the Reporting Channel operates, please refer to the Procedure for Whistleblower Reporting and Non-Retaliation.

4. Responsibilities for implementation:

- ❖ Board of Directors of Localiza: responsible for approving this Policy and supervising its implementation;
- ❖ Audit, Risk Management, and Compliance Committee: responsible for supervising, maintaining, and approving the annual plan of the Integrity Program;
- ❖ Compliance Department: executing and reporting the main points and any violations of this Policy to Management;
- ❖ Compliance Officer: the leader of the Compliance department and supervisor of the design, execution, and continuous improvement of the Anti-Bribery Management System, ensuring independently that it complies with the requirements established in the ABNT NBR ISO 37001 Standard. They have direct and immediate access to the Board of Directors, Audit, Risk Management, and Compliance Committee, and the Executive Board, if any issue or concern needs to be addressed regarding bribery or the anti-bribery management system.
- ❖ Managers and Employees: must comply with all provisions herein and ensure that all Third-Party Intermediaries and Franchisees observe its contents in the execution of contracts with Localiza;
- ❖ Franchisees and Third-Party Intermediaries: must comply with all provisions herein.

5. Duration:

This Policy will come into force on the date of its approval by the Board of Directors and shall remain valid for three (3) years or until otherwise resolved.

6. Revision history:

Date	Main changes
09/04/2020	Preparation of the Anti-Bribery and Anti-Corruption Policy.
05/03/2021	Revision No. 1.
02/29/2024	Revision No. 2: - Inclusion of this item – Revision History; - Addition of duties and responsibilities of the Compliance Officer in item “Responsibilities”; - Inclusion of Reporting Channel information in item “Reporting Channel”.

7. References:

Category	Description
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Code of Conduct	❖ Code of Conduct – Our way of being and acting Localiza&Co
Policies	<ul style="list-style-type: none"> ❖ Donations and Sponsorship Policy; ❖ Policy for the Prevention of Money Laundering and Financing of Terrorism.
Procedures	<ul style="list-style-type: none"> ❖ Gifts, Presents, Entertainment, and Hospitality Procedure; ❖ Conflict of Interest Declaration Procedure; ❖ Integrity Due Diligence Procedure; ❖ Consequence Management Procedure.

8. Definitions and concepts:

Term	Definition
Public Administration	Government agencies and entities, whether national or foreign, at any level or sphere, as well as legal entities controlled, directly or indirectly, by public authorities.
Managers	Members of the Board of Directors, Fiscal Council, Advisory Committees and Executive Board.
Public Agent	Those who hold public office, whether temporarily or not, with or without compensation, by election, appointment, nomination, designation, hiring, or any other form of investiture or bond, mandate, position, employment, or function, as well as their relatives in the direct line, up to the third degree, (i) in the Legislative, Executive, or Judiciary powers, national or foreign, (ii) in public organizations or entities or mixed-economy companies, national or foreign, or even if working for a private entity, providing public services to the national or foreign public administration; (iii) in international public organizations or legal entities directly or indirectly controlled by the public authorities of a foreign country or state entities or in diplomatic representations of a foreign country; and also (iv) political parties, candidates for public office, or associates of political parties.
Employees	Employees and interns, whether in Brazil or abroad.
Corruption and Bribery	Offering, promising, granting, or requesting anything of value (financial or non-financial), directly or indirectly (through third parties), to obtain undue advantage for oneself or for Localiza, regardless of the value, including to facilitate or expedite routine legal procedures.
Suppliers	Any individual or legal entity that provides materials or services to Localiza, as well as contracted companies whose employees provide services at Localiza facilities.
Franchisees	A legal entity that has entered into and operates a Localiza business franchise agreement.
Partners	Individuals or legal entities with whom Localiza maintains a formalized relationship through agreements, partnerships, cooperation agreements, or similar instruments, who are neither Suppliers nor Franchisees.
Intermediary Third-Party	Any individual or legal entity acting directly or indirectly on behalf of Localiza before third parties, regardless of a formal contract.



Undue Advantage	Undue advantage, regardless of value, may include, without limitation, cash, cash equivalents (such as gift cards), gifts, travel, meals, entertainment, accommodation, favors, or any other form of unofficial payment to encourage the recipient or a third party to deviate from their duties.
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9. Appendices.