

MADERO INDÚSTRIA E COMÉRCIO S.A.

THIRD-PARTY COMPLIANCE POLICY

FOR ALL THIRD PARTIES WITH WHOM GRUPO MADERO DOES BUSINESS

Grupo Madero regularly enters into agreements with agents, distributors, representatives, franchisees, consultants, partners, suppliers, and others (whom we will refer to herein as "Third Parties" ¹). The laws that apply to Grupo Madero's actions often apply equally to Third Parties acting on our behalf, and Grupo Madero and/or our directors, officers, and other employees (collectively, "Employees") may be held liable for illegal actions taken by third parties in such cases.

Our obligation, therefore, is to ensure that our Third Parties are aware of and require them to comply with our policies and all applicable laws, including the anti-corruption laws, as the Brazilian Clean Company Law (Law No. 12.846/13), and also comply with, where applicable, the U.K. Bribery Act ("UKBA") and the U.S. Foreign Corrupt Practices Act ("FCPA").

Thus, to minimize the risk of a Third-Party misbehaving, it is the role of everyone who interacts with such individuals to pay special attention to their reputations and daily practices, both at the time of contracting these third parties and while their relationships with the Grupo Madero endure.

This attention and diligence is everyone's role, and our Employees responsible for signing contracts with Third Parties are also responsible for implementing the controls described in this Policy, performing the items that make up the Third Party Compliance Checklist below.

Basic Rules

Grupo Madero may be held liable for the actions of Third Parties acting on its behalf or interest. Therefore, Employees who interact with Third Parties are responsible for taking the necessary precautions to ensure that Third Parties conduct business ethically and comply with this Policy and our Anti-Corruption Policy.

¹ For the purposes of this policy, customers are not considered to be "Third Parties".

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Such precautions may include (i) conducting a Third Party compliance check, (ii) inserting appropriate anti-corruption provisions into the written agreement, and requiring the Third Party to certify that it has not and will not violate this Policy and any anti-corruption laws applicable during the course of its business with Grupo Madero, and (iii) monitoring the reasonableness and legitimacy of the scope of the services provided, in addition to the compensation paid to the Third Party during the work.

For third parties who will represent Grupo Madero before the Public Administration or interact with Public Officials on behalf of Grupo Madero, Bonuses and/or success fees are not acceptable, except with the express written authorization of the Ethics Committee. This rule does not apply to lawyers or law firms representing Grupo Madero in legal proceedings in the ordinary course of business

Employees who have relationships with Third Parties who represent Grupo Madero before the Public Administration or who interact with Public Officials must discuss their engagement with the **Compliance Officer** (or, in its absence, with a member of the Ethics Committee) and ensure compliance with the Grupo Madero Third Party Compliance Policy before engaging the Third Party. Accordingly, any questions about how to conduct and what to address in the Third Party verification must be resolved with the **Compliance Officer** via email at **compliance@grupomadero.com.br**.

When monitoring and supervising Third Parties, the Employee must remain alert to possible risks. Actions or facts must be observed and flagged when there is a high possibility of improper conduct by a Third Party. This indication does not necessarily mean that something illegal has happened but requires additional verification. These risks are identified according to each specific case; however, below are some examples:

- Requests for unusual or exaggerated payments, such as requests for overpricing, early payments, poorly defined payments or requested in a short time, success rates, unusual commissions, or payments not provided during the course of the activity;
- Request to execute payments in a country other than the one where the Third Party is located or where it is providing services to Grupo Madeiro;
- Payment requests to another Third Party, to a numbered and anonymous account, in cash or other non-traceable funds;
- Requests or suggestions for donations to political or charitable entities;
- The Third Party is related to a Public Official or has a personal or business relationship with a Public Official;
- Any refusal or hesitation by the Third Party to identify its owners, partners, or main representative;

- The Third Party uses holding companies or other methods to make it difficult to determine its ownership without reasonable business justification;
- The Third Party expresses its desire to keep its representation of Grupo Madero or the terms of its contracting in secret;
- The Third Party has little or no industry experience but claims to know the "right people".

If the Employee suspects that a Third Party is involved in potentially improper conduct, it must immediately report its concerns to Madero Ethics Channel by email: etica@restaurantemadero.com.br. Grupo Madero will conduct an investigation and take appropriate corrective measures, including the suspension of payments to the Third Party if suspicions are confirmed in the inquiry.

Preventive Procedures and Checklist

Our Employees responsible for entering into contracts with Third Parties are responsible for complying with the procedures before any Third Party engagement and with each contract or relationship renewal.

It is important to note that these procedures are a guide to the possibilities we have, and their elements must be applied according to the specific case and the risk it represents, and should not be seen as a rigid and immutable guide, which cannot and should not be adapted when necessary. The frequency of this type of verification will depend on the relevant facts and circumstances, including, but not limited to, familiarity and prior experience between Grupo Madero and the Third Party, as well as the nature of the services the Third Party will provide, the scope of the agreement with the Third Party, the Third Party's relationship with the Public Administration or Public Officials, and the nature of the interactions that the Third Party may have with other external parties on behalf of Grupo Madero.

Accordingly, the Employees responsible for entering into contracts with Third Parties are not only accountable for properly conducting these verification procedures but also for providing them with proper documentation, and all documentation referring to such diligence must be filed in the corporate systems or under the custody of the **Compliance Officer**, who may use it at any time to supervise and inspect its completeness and correctness.

The Checklist detailed below reflects standard procedures for properly checking a Third Party that may become one of our business partners. These procedures generally include the following:

- assessment of the Third Party's risk profile;
- search for publicly available information about the Third Party;
- performing verification of paid sources on the Third Party;
- sending a compliance questionnaire to the Third Party and analyzing its responses;
- analysis of the Third Party's main risk areas;
- issuing conclusions and recommendations about the Third Party based on these results;
- ensuring that anti-corruption and compliance clauses are provided for in the contract with the Third Party, including concerning Grupo Madero's right to audit the Third Party's financial records;
- obtaining adequate documentation of all materials related to the verifications provided for in this Policy and sending them to the **Compliance Officer** for filing and supervision;
- obtaining approval from the **Compliance Officer** before entering into a relationship with the Third Party classified as high risk.

The **Compliance Officer** must report a list of unapproved third parties to the Ethics Committee, which can then ratify the decision or opt for approval. The summary of results must be shared periodically with the Audit Committee.

Compliance, contact, and non-retaliation

None of our Employees will be subject to sanctions for refusing to engage in misconduct, mainly as provided for in Grupo Madero's policies, or for reporting, in good faith, any suspicion of misconduct. Likewise, its performances will not be misjudged due to delays or financial losses resulting from compliance with the Checklist. Grupo Madero does not tolerate any retaliation against the Employee who, in good faith, reports a possible improper situation.

If you have questions or need the Checklist, please contact the **Compliance Officer**.

If you see a situation that you are not comfortable reporting through your standard reporting line, contact our Ethics Channel via email at etica@grupomadero.com.br.

THIRD-PARTY COMPLIANCE CHECKLIST

SECTION A: CLASSIFY THE THIRD PARTY

1. <u>Determine whether the Third Party requires Standard, High, or None verification, according to the Third Party's risk rating described in the table below:</u>

If the Third Party does not fit any of them, it will be a Standard Risk Third Party. If in doubt, ask the **Compliance Officer**.

- ☐ High-Risk Third Party: *if yes, go to Section B and immediately involve the Compliance Officer*.
- ☐ Standard Risk Third Party: *if yes, go to Section* B.
- □ Exempt Third Party: *if yes, no further verification is necessary.*

High-risk third parties (increased verification procedures)

- Third parties who will act on behalf of Grupo Madero with the Public Administration or Public Officials.
- Third parties of whom more than 25% of their employees are part of the Public Administration or are known to have substantial government connections.
- Third parties that have been the subject of regulatory or legal actions related to corruption.
- Third parties who will be paid for the provision of service based on performance (success fees/clauses).
- Third parties requesting payment by unusual means (e.g., payments divided into small amounts and deposited in multiple accounts; use of offshore bank accounts).
- Third parties who are being hired due to an appointment made by a Public Official.
- A country that scores 49 or lower on the Transparency International Corruption Perceptions Index will be considered a high corruption risk.

Exempted third parties

(no audit)

- "Big Four" global auditing and consulting firms (PricewaterhouseCoopers, Deloitte, Ernst & Young, and KPMG) and their local affiliates.
- •Utilities and telecommunications companies (electricity, water, sewage, natural gas, telephone, etc.) and national postal companies.

- Publicly traded, non-state-owned companies whose primary stock market listing is in a country that scores 50 or higher on the Transparency International Corruption Perceptions Index.
- •Law firms or other professional firms that have their main office in a country that scores 50 or higher on the Transparency International Corruption Perceptions Index.

SECTION B: STANDARD RISK THIRD-PARTY AUDIT

- 1. <u>Perform Paid Database Verification</u>: search on Lexis Nexis World Compliance for the name of the Third Party, its subsidiaries, and affiliates that will be engaged in dealings with or on behalf of Grupo Madero, key officers, and directors². Request assistance from the **Compliance Officer** to carry out the survey.
- 2. <u>Conduct public research</u>: conduct an internet search to identify any history of corruption, fraud, or other reputational, financial, or legal issues in publicly available media. This search shall include the name of the Third Party, its subsidiaries, and affiliates involved in the relationship with Grupo Madero, key officers, and directors, along with the following terms: corruption, bribery, fraud, money laundering, sanctions, and tax evasion.

<u>Attention</u>: any material findings about the Third Party must be summarized and documented, with copies of the original sources, retained electronically or in hard copy, and must be immediately flagged for review by the **Compliance Officer**. If the verification is performed for a Standard Risk Third Party and the procedure reveals elements of concern, the third party must be reclassified as high risk.

 $^{^2}$ Consider as key executives and directors those who (1) are responsible for direct interaction with Grupo Madero and (2) are attorneys-in-fact and will sign the contract with Grupo Madero.

Only for high-risk third parties

Attention: The verification below must be updated every 2 (two) years.

- 1. <u>Perform Paid Database Verification</u>: search on Lexis Nexis World Compliance for the name of the Third Party, its subsidiaries, and affiliates that will be engaged in dealings with or on behalf of Grupo Madero and key officers and directors³. Request assistance from the **Compliance Officer** to carry out the survey.
- 2. <u>Conduct public research</u>: conduct an internet search to identify any history of corruption, fraud, or other reputational, financial, or legal issues in publicly available media. This search shall include the name of the Third Party, its subsidiaries, and affiliates involved in the relationship with Grupo Madero, key officers, and directors, along with the following terms: corruption, bribery, fraud, money laundering, sanctions, and tax evasion.
- Third Party Compliance Verification Questionnaire: ask the Third Party to complete the "THIRD PARTY COMPLIANCE VERIFICATION QUESTIONNAIRE" (Exhibit 1) and review the responses to determine any questions or additional requests for information or documentation to be provided by the Third Party. Discuss all responses of potential concern with the **Compliance Officer**. When involved, it is possible that the Ethics Committee may determine that some answers to specific items in the questionnaire are unnecessary.
- **4.** <u>Business partner for performing due diligence (OPTIONAL)</u>: maintain a supplier specialized in performing due diligence with a focus on reputation to carry out verifications on the Third Party and its respective key employees, when necessary
- Onsite Verification (OPTIONAL): In some situations, it may be appropriate for Grupo Madero representatives to visit the Third Party's facilities and meet with their respective key employees.
- **6.** <u>Approval</u>: submit the Checklist and all supporting documentation to the **Compliance Officer** and obtain its <u>approval</u> before engaging the Third Party. If the Third Party has submitted relevant items in the previous stages, the **Compliance Officer** must obtain the approval of the **Ethics Committee** for the engagement.
- Appropriate clauses incorporated in the contract with the Third Party: see the clauses contained in Exhibit 2 for the contracts with Third Parties, which establish the minimum terms, that is, so that the agreed clauses are not less strict than these, as applicable. Exceptions must be previously approved in writing by the **Compliance Officer**.
- **8.** Retention of documents evidencing the verification performed: retain a copy of this Checklist, documenting the audits and verifications performed (including the date they were

³ Consider as key executives and directors those who (1) are responsible for direct interaction with Grupo Madero and (2) are attorneys-in-fact and will sign the contract with Grupo Madero.

completed) and all related materials for future reference. Such information may be requested at a later date in the future.

Ponta Grossa, July 13, 2022.



THIRD-PARTY COMPLIANCE AUDIT QUESTIONNAIRE

Date:	Address:
Name and title:	CNPJ:
Company name:	Bank details for payment processing:

General information

- 1. Is the Company or any affiliate an issuer of securities in Brazil, the United States of America, and/or the United Kingdom? If so, please provide details.
- 2. Is the Company or any affiliated entity listed on a stock exchange in any country? If so, please provide details.
- 3. Please list the ultimate beneficiary of the Company, that is, who are the owners (individuals or legal entities) of the leading parent company in the corporate chain that makes up the Company, or, if none, of the Company itself (any individuals or beneficiaries with interest greater than 10% in a parent company must be listed).
- 4. Please provide the names of individuals on the Company's Board of Directors (if applicable).
- 5. Please provide organizational charts showing the structure of the Company and the relations with its affiliates and parent company, if any.
- 6. Does the Company (or anyone acting on its behalf) routinely make cash payments in the course of its business? If so, please describe the nature, frequency, and amount of the relevant payments.
- Does the Company have assets located or does business (directly or through a partner or other third party) in (1) any of the following countries or regions: Cuba, Iran, North Korea, Syria, the Crimea region in Ukraine, the so-called "People's Republic of Donetsk", the so-called "People's Republic of Luhansk", Russia, or Venezuela; or (2) with any individuals or entities on sanctioned individual lists (e.g., SDN List, Entity List, or other sanctioned individual lists controlled by the Office of Foreign Assets Control; Bureau of Industry and Security; the US SSD and SSI lists; the E.U. consolidated list, etc.)? If "Yes", please list each country and/or individual or entity, together with the nature of the business and/or assets.

Interactions with the Public Administration

- 1. Is any direct partner or final beneficiary, attorney/executive or director of the Company or one of its affiliates, or any member of its immediate family, currently or in the past, a Public Official? If so, please provide details.
- 2. Does the Company have a commercial relationship with a Public Official or public or mixed economy companies?
- 3. In the last five years, has the Company paid travel, meal, or entertainment expenses or provided gifts or anything else of value to Public Officials? If so, please provide details.
- 4. Does the Company require licenses, permits, certifications, or other regulatory approvals from the Public Administration to perform services or supply goods to Grupo Madero? If so, please provide details.

Integrity program

- 1. Provide copies of any company policies, procedures, or training materials on topics related to anti-corruption, money laundering, compliance with economic/trade sanctions, third-party due diligence, and verification, tax evasion, or any other matters relating to ethics, bribery, or corruption (referred to as "compliance").
- 2. Does the Company offer training on anti-corruption, prevention of money laundering, economic sanctions, or tax evasion? If so, describe the training, who received it, and how often it is conducted.
- 3. Does the Company monitor internal policies dealing with anti-corruption, anti-money laundering, economic/trade sanctions, and tax evasion prevention measures? If so, please describe these procedures.

Third-Party Interactions

- 1. Will the Company use third parties to assist in the supply of goods or services to Grupo Madero? *If not, please go to the next section*. *If yes, please answer the following questions*:
 - a. Will the third party interact with Public Officials?

- b. Has the Company conducted due diligence on the third party? If so, please describe.
- c. Does the Company carry out an analysis of potential sanctions applied to all its third parties?
- d. Does the Company contractually require its third parties to comply with all applicable laws, and does it include anti-corruption clauses in its contracts?
- e. Does the Company provide training on its own policies to its third parties?

Historical Conduct

- 1. Please provide copies of any internal or external audit reports, including compliance audits or risk mappings, if applicable, from the last three years.
- 2. Has the Company received any points of attention in internal or external audits related to fraud, corruption, money laundering, or facilitating tax evasion?
- 3. Has the Company or any of its affiliates been the subject of legal or administrative proceedings, even in a precautionary manner, related to potential violations related to corruption, money laundering, economic/trade sanctions, or facilitation of tax evasion in the last five years? If so, please describe such proceedings and their status.
- 4. In addition to the above, is the Company aware of any violations (actual or alleged) of any anti-corruption law relating to money laundering, facilitating tax evasion, or economic/trade sanctions by the Company or any of its subsidiaries, parent company, affiliates, directors, employees, or agents? If so, describe the conduct.



EXHIBIT 2

EXAMPLES OF PROTECTIVE CLAUSES FOR CONTRACTS WITH THIRD PARTIES

Below are examples of clauses to be included in contracts with Third Parties to protect Grupo Madero. Examples of wording that may be appropriate for a contract with a high-risk Third Party and a standard-risk Third Party, as classified in this Policy, are provided.

The nature of the Third Party, the level of risk assigned to the Third Party, and other business factors will always affect the level of representations and warranties provided in the Third Party's contract. Other essential factors to be considered include other protections in relevant documents, such as a clause of general compliance with the applicable laws.

Any questions about using the clauses below can be forwarded to the **Compliance Officer**.

Standard protection clause

[Third Party] warrants and represents that each of the following is true, complete, and accurate, provided that:

- 1. it has not and will not violate the Brazilian Clean Company Law (Law No. 12.846/2013 and Regulatory Decree No. 8.420/2015) as well as any applicable anti-corruption law, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 (FCPA) and the United Kingdom Bribery Act of 2010 (UKBA).
- 2. it has not violated and will not cause Grupo Madero to violate any applicable laws relating to trade sanctions, including, without limitation, all laws and regulations from the United States of America, such as OFAC, Europe, or other countries in which Grupo Madero does business or any other jurisdiction that has or may in the future issue a restrictive trade law applicable to [Third Party].
- 3. it has not and will not violate any applicable anti-money laundering laws.
- 4. it has adequate controls that are sufficient to provide reasonable assurance about preventing violations of the aforementioned laws and regulations.
- 5. it will promptly notify Grupo Madero of any violation or possible violation of applicable laws and will be liable for any damages to Grupo Madero arising from the

violation by [Third Party] or its agents concerning the potential or actual violation of those laws.

6. it has revised Grupo Madero's Anti-Corruption Compliance Policy and agreed to comply with its terms in all dealings on behalf of Grupo Madero.

High protection clause

Defined Terms

- 1. "Anti-Corruption Laws" means laws or regulations relating to anti-bribery or anti-corruption (public or private) that apply to [Third Party]'s business, including, without limitation, laws that prohibit corruption such as the payment, offer, promise, or authorization of payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any Public Official, commercial entity, or any other person to obtain an improper business advantage; such as, without limitation, the Brazilian Clean Company Law (Law No. 12.846/2013 and Regulatory Decree No. 8.420/2015), the Foreign Corrupt Practices Act of 1977, as amended from time to time (the "FCPA"), the U.K. Bribery Act 2010 (the "UKBA"), and all national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
- 2. "Anti-Money Laundering Laws" means laws, regulations, rules, or guidelines relating to the prevention of money laundering, including, without limitation, financial reporting and reporting requirements, that are applicable to the business of [Third Party], such such as, without limitation, the Brazilian anti-money laundering law No. 9.613/1998, related laws in the United States of America (such as the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, the Public Law 107-56, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the American Money Laundering Control Act of 1986, as amended) and in the United Kingdom (such as the U.K. Proceeds of Crime Act of 2002 and the U.K. Terrorism Act of 2000) and all laws relating to the money laundering of others jurisdictions in which Grupo Madero and its subsidiaries conduct business or have their own assets, and any similar laws enacted, administered, or enforced by any Public Administration entity.
- **3.** "**Public Administration**" means (i) any national, federal, state, district, municipal, or foreign entity or any entity that exercises executive, legislative, judicial, regulatory, tax, or administrative functions or belongs to the Government; (ii) any public

international organization; (iii) any agency, division, office, department, or other political subdivision of the Government, of any government, entity, or organization described in the preceding items (i) or (ii) of this definition; (iv) any company, business, or other entity that has an equity interest, in whole or in part, or is controlled, by the Government, an entity, organization or other person described in the preceding items (i), (ii) or (iii) of this definition; or (v) any political party.

- **4.** "**Public Official**" means (i) any employee, official, or representative, or any person acting in an official capacity for or on behalf of any entity of the Public Administration; (ii) any candidate, employee, or representative of a political party; (iii) a Politically Exposed Person (PEP), as defined by the Central Bank of Brazil, the Financial Action Task Force (FATF) or the Groupe d'Action Financiere sur Blanchiment de Capitaux (GAFI), as applicable; or (iv) any employee, official, or representative of a company, business, or other entity owned, in whole or in part, or controlled by any Public Administration entity.
- **5.** "Sanction Laws" means (i) all laws, regulations, and executive orders administered by the U.S. Treasury Department Office of Foreign Assets Control ("OFAC"), and any related legislation or executive order of that nature, as collectively construed and enforced by the government of the United States of America; (ii) any United States of America sanctions related to or administered by the U.S. Department of State; or (iii) any sanctions, laws, regulations, directives, measures, or embargoes imposed or administered by the United Nations Security Council, Her Majesty's Treasury, the European Union, or any other jurisdiction that has or will issue a restrictive trade law applicable to [Third Party].
- 6. "Sanctioned Person" means: (i) any country or territory that is subject to national or regional sanctions, including, but not limited to, as of the date of this agreement: Iran, Cuba, Syria, Crimea, North Korea, so-called "People's Republic of Donetsk", the so-called "People's Republic of Luhansk", Russia, or Venezuela, where such activities would be prohibited by applicable law; (ii) a person or entity that is on the list of Specially Designated Nationals and Blocked Persons published by OFAC, the European Union, or any equivalent list of sanctioned persons, issued by the U.S. Department of State, or other relevant entities of the Public Administration; (iii) a person or entity that is located or organized under the laws of a country or territory identified as subject to Sanction Laws, nationally or regionally.

[The Third Party] warrants and represents that each of the following is true, complete, and accurate [in connection with the Third Party's work on behalf of Grupo Madero]:

- **1.** It has not taken and will not take any action that constitutes a violation or implies that Grupo Madero violates any Anti-Corruption Law.
- **2.** It has not offered, paid, promised to pay, authorized the payment, received, or requested anything of value under circumstances where all or part of such thing of value

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would be offered, given, or promised, directly or indirectly, to any person to obtain any undue advantage. Likewise, it represents and warrants that it will not do any of the acts described in this clause in the future.

- **3.** Neither [Third Party] nor its ultimate beneficial shareholders, officers, directors, or owners are Public Officials [except as disclosed in Exhibit X].
- **4.** It has maintained and will maintain complete and accurate books and records, including records of payments to any agents, consultants, representatives, third parties, and Public Officials, according to the international financial reporting standards, and will allow Grupo Madero to review its books and records maintained in connection with activities on behalf of Grupo Madero.
- **5.** Neither [Third Party] nor any of its affiliates, directors, employees, third parties, representatives, or agents are sanctioned or act on behalf of, directly or indirectly, any sanctioned person.
- **6.** It has not and will not engage, directly or indirectly, in any business or negotiation with any sanctioned persons.
- **7.** It has not and will not take any action that constitutes a violation or implicates Grupo Madero in a breach of any Sanction Laws.
- **8.** It has not and will not take any action that constitutes a violation or involves Grupo Madero in breach of any Anti-Money Laundering Law.
- **9.** It has adequate controls sufficient to ensure that violations of the Anti-Corruption Laws, the Sanction Law, and the Anti-Money Laundering Laws will be avoided. If a breach is detected, [Third Party] will immediately notify Grupo Madero and will be liable for any resulting damages.
- **10.** The [Third Party] agrees to cooperate with any audit or compliance investigation of Grupo Madero and to provide all information and reasonable assistance requested in an investigation or consultation by a Public Administration entity addressed to Grupo Madero.

Facilitation of tax evasion

- **1.** [The Third Party] acknowledges, where applicable to its relationship with Grupo Madero, the United Kingdom Legislation on tax evasion, that:
 - (a) it has reasonable procedures in place to prevent the facilitation of tax evasion in the U.K. and abroad, in connection with the performance of services under this Agreement, as applicable;

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- (b) it will use reasonable efforts to ensure that any subcontractor acting as an associated person of [Third Party] for the purposes of Section 3 of the Criminal Finances Act 2017:
 - (i) it has reasonable procedures in place designed to prevent the facilitation of tax evasion in the United Kingdom and abroad in connection with any services it performs in connection with [Third Party's] obligations under this Agreement, as applicable;
 - (ii) it shall request an equivalent commitment when engaging either party to perform any services required in connection with the subcontractor's obligations under the agreement with [Third Party], as applicable.

CONTACTS

Inquiries, suggestions, or contact with the Compliance Officer:

compliance@grupomadero.com.br

Reports:

etica@grupomadero.com.br