

PURCHASING AND THIRD-PARTY CONTRACTING POLICY

1. **Objective**

This Purchasing and Third-Party Contracting Policy ("Policy") aims to establish rules for the selection, contracting, payments, and monitoring of any and all third parties by (i) Perfin Infra Administração de Recursos Ltda. ("Perfin Infra"); (ii) Perfin Equities Administração de Recursos Ltda. ("Perfin Equities"); (iii) Perfin Wealth Management Ltda. ("Perfin Wealth Management", and, together with Perfin Infra, Perfin Equities, the "Managers"); and (iv) Perfin II Participações Ltda. ("Perfin II"). This Policy will also be applicable to invested companies that have investment funds under Perfin Infra's discretionary management as their sole shareholder ("Controlled Companies"), except for Controlled Companies that have their own Purchasing and Third-Party Contracting Policies.

Investment companies of investment funds managed by Perfin Infra that do not fall under the above classification must observe their respective Purchasing and Third-Party Contracting Policies and, in the absence of such policies, the topics addressed in this Policy should be defined and monitored by the Compliance and Value Creation areas.

2. Applicability

The provisions contained herein are applicable to all partners, administrators, directors, employees, interns, and consultants of the Managers, Perfin II and/or Controlled Companies ("Collaborators") in relationships with suppliers, service providers, business partners, among others, acting on behalf of or in the interest of the Managers, investment funds managed by the Managers, Perfin II and/or Controlled Companies ("Third Parties").

3. General Rules

When choosing a Third Party, several factors will be considered together, including:

- Period of operation in the business and market reputation;
- Financial stability;
- Prior knowledge of the Third Party;
- · Other clients of the Third Party;
- Technology and ability to deliver services and products;

Robustness in ESG initiatives (according to ESG Policy principles and values, as well as in their information security procedures, when applicable).

Additionally, whenever possible, the Collaborator responsible for contracting the Third Party should obtain at least 02 (two) quotations, and Third Parties should be evaluated considering their qualifications, price, and commercial conditions. Communications with potential Third Parties related to competition promoted by the Managers, Perfin II and Controlled Companies, as applicable, must be conducted in a transparent and equal manner.

If it is not possible to obtain two quotations, considering the technical expertise or the product/service offered, the Collaborator responsible for contracting must justify their reason and request approval from the members of the Managers' Strategic Council, observing the Special CE Quorum (as defined below). However, if the contracting is related to Controlled Companies, approval must occur within the scope of Infracore, observing the Special Infracore Quorum (as defined below).

4. **Third-Party Contracting**

4.1. Registration Procedure

The registration procedure for Third Parties must be carried out for the inclusion of new service providers or suppliers in the database of each contracting Manager, Perfin II and/or Controlled Companies, as applicable, and aims to register the Third Party's registration information and verify their regularity with government control agencies, including the Brazilian Federal Revenue Service, State and Municipal Treasury Departments, and/or the Board of Trade, as applicable ("Registration System").

Any Collaborator who wishes to include new Third Parties (except Brokerages and Intermediary Institutions) in the Registration System for contracting purposes by the Managers, Perfin II, and/or Controlled Companies must request that the Third Party complete the Registration Form (Annex 1) and provide the information requested by the Compliance area, such as certificates of regularity, in accordance with the rules below:

4.2. **Due Diligence**

Due diligence will be necessary for the contracting of Third Parties in the following cases:

The due diligence will include, in addition to the initial registration, a background check analysis, which may be occasional or subject to frequent monitoring, as described in item 7 below. Additionally, an analysis of the Third Party's PLD will be conducted, and additional documents and certificates may be required.

Furthermore, regardless of the above classification, if the contracting involves (i) a Third Party that will act on behalf of the Managers, Perfin II, and/or Controlled Companies before the Public Administration, except for the Judiciary and Board of Trade; (ii) success fees; (iii) donations; and/or (iv) positive responses in the Registration Form, the Compliance area must conduct due diligence on the Third Party, which may be conducted by an independent third party contracted by the Managers.

Depending on the scope of the service or provision of the Third Party, the Compliance area will evaluate the necessary information and documents for this stage, which may include:

- Research in national and international public databases involving the Third Party and its partners;
- Request for information regarding procedures identified in public database research;
- Documentation regarding evidence of ESG initiatives;
- Conducting interviews;
- On-site audits.

After completing the due diligence, the Compliance area will assess whether the risks can be fully mitigated. If the risks cannot be fully mitigated and the Collaborator responsible for contracting wishes to proceed, the contracting must be approved (a) in the case of contracting by any of the Managers, by the CE, observing the Extraordinary CE Quorum, or (b) in the case of contracting by any Controlled Company, by Infracore, observing the Extraordinary Infracore Quorum.

In the event of approval of such contracting, the Compliance area will monitor, throughout the provision of services or delivery of products, the possible risk mitigation measures identified, observing the periodic due diligence process described in item 8 below.

Regardless of the groups mentioned above, the Compliance Committee must evaluate each case and recommend to the Executive Committee (i) ways to mitigate the risks found for the continuation of the contracting or (ii) the noncontracting of the Third Party.

4.3. Urgent or Emergency Purchases

These are exceptional cases that would not previously go through the standard process due to urgency or emergency, to be defined by the Collaborator who requested the contracting.



The urgent or emergency purchase or contracting must be reasonably justified by the respective Collaborator, and its approval will depend on (a) in the case of contracting by any of the Managers, by the CE, observing the Extraordinary CE Quorum, or (b) in the case of contracting by any Controlled Company, by Infracore, observing the Extraordinary Infracore Quorum. It is noteworthy that these exceptions do not apply to services and/or product deliveries that involve PEP, donations, and service providers that will represent the Managers and/or Controlled Companies before the Public Administration, except for the Judiciary.

The regularization of the emergency purchasing and contracting process must occur within a maximum of 30 (thirty) days from the date of contracting the purchase or service provision, in accordance with the procedure described above. If possible, no payment will be made until the due regularization occurs.

If it is necessary to make the payment to the Third Party before their registration regularization, the authorization for this will depend on the favorable vote of the CE or Infracore, observing the extraordinary quorums mentioned above.

Finally, if it is necessary to make the payment to the Third Party before regularization and a point of attention is identified later, the referred Third Party will be suspended until the completion of the registration and due diligence process, if applicable, and any new payments must be approved, jointly, (a) by the Board of Directors or the Strategic Council, as applicable, observing the extraordinary quorums mentioned above, and (b) by the Compliance area.

4.4. Brokerage and Intermediary Institution Contracting

This Policy also aims to record the evaluation process for brokerage firms and securities ("Brokerages") and, in certain situations, institutions that are part of the securities distribution system, duly authorized to conduct public securities distribution, in primary and secondary markets ("Intermediary Institutions"). In this case, the procedure to be followed will not be the one described above for other Third Parties.

The Managers undertake to make their best efforts to achieve the most favorable possible total cost and result of any transaction, given the circumstances. In this sense, Brokerages that offer the most advantageous conditions for executing fund trades should be selected.

Additionally, the Compliance area, together with the relevant investment team, should observe the technical qualification criteria, operational capacity, licenses, price, and reputation of the Brokerage or Intermediary Institution. The assessment of these conditions will be carried out through the analysis of documentation and, if necessary, visits, as well as any other procedures deemed necessary to prove the qualifications of the Brokerage or Intermediary Institution.



The Operational area will request the standard Anbima due diligence questionnaire from the potential Brokerage or Intermediary Institution, as well as the main compliance policies suggested by Anbima itself.

The Compliance area will be responsible for the due diligence process of the Brokerage or Intermediary Institution to check for the existence of sanctioning processes against the company and its main Collaborators, requesting other documents to assess their reputation, analyzing policies, among others. In the context of this assessment and considering the other regulatory aspects required of Brokerages and Intermediary Institutions, the Compliance area may also evaluate the controls of these Third Parties to know the profile of their clients regarding ESG, including appetite and interest in securities with such objectives.

The final decision regarding the contracting of a brokerage or intermediary institution will rest, without exception, with the Strategic Council, which may consult the evaluations from the Legal and Compliance departments, when applicable.

4.5. Hiring of Banks and Auditors for Investment Funds

Banks

Managers will only open accounts and hire services from banks with (i) positive service reputation and references and (ii) risk rating of AA or equivalent, depending on the rating agency. The same standards shall be observed in any jurisdiction where the Managers contract financial services to maintain a high level of reliability in services considered critical.

Auditors

For the purposes of auditing services for funds under management, the Managers will only contract among (i) the four largest audit service providers (Big4) for non-Brazilian investment vehicles and (ii) the six largest companies (Big6) providing audit services for incorporated investment vehicles in Brazil.

Also, all audit firms will be subject to extended due diligence, and the choice will be made considering any risk factors, external references, past experiences of the Managers, technical expertise of the team responsible for the audit, and commercial conditions offered.

Once hired, the company responsible for auditing the funds must be replaced in up to five years. Annually, the Managers will (i) evaluate the performance of the auditor and (ii) quote prices with other audit companies to reassess the current commercial conditions.



5. Approval Authority

In addition to the hypotheses mentioned throughout this Policy, the contracting of any and all Third Parties must follow the approval authorities mentioned below:

MANAGERS:

- Value: From R\$ 5,000.00 to R\$ 100,000.00: Collaborator (responsible for contracting) + 1 Director A from each contracting Manager + 1 Director B
- Value: From R\$ 100,000.00: Collaborator (responsible for contracting) + 1 Director A from each contracting Manager + Director Ralph Rosenberg.

Specifically, in the case of Perfin Equities, all approvals must be made by Special CE Quorum.

CONTROLLED COMPANIES:

- Value: Up to R\$ 100,000.00: Collaborator (responsible for contracting) + 2 members of Infracore
- Value: From R\$ 100,000.00: Collaborator (responsible for contracting) + 1 member of Infracore + Director Ralph Rosenberg

It will not be necessary to approve contracts with a value below R\$ 5,000.00 (five thousand reais), except in cases where the Third Party has any connection with a partner, Collaborator, or administrator of the Managers, Perfin II, or Controller, and/or the contracting involves (i) acting on behalf of the Managers, Perfin II, and/or Controlled Companies before the Public Administration, except for the Judiciary and Board of Trade; (ii) success fees; or (iii) donations, in which cases the contracting will be subject to the registration and due diligence procedure mentioned above.

For the purposes of this Policy:

- "Special CE Quorum" means: favorable vote by at least 03 (three) members of the Strategic Council.
- "Extraordinary CE Quorum" means: favorable vote by at least 04 (four) members of the Strategic Council, one of whom must be Ralph Rosenberg.
- "Special Infracore Quorum" means: favorable vote by at least 02 (two) members of Infracore.
- "Extraordinary Infracore Quorum" means: favorable vote by at least 03 (three) members of Infracore, one of whom must be Ralph Rosenberg.

6. **Payments**



Regardless of other more restrictive commercial conditions to be imposed on the Third Party, the rules below must be followed for all Third-Party contractings:

- a. It is expressly prohibited to fractionate purchases and/or divide them among different Third Parties with the purpose of inadequate classification in the approval authority mentioned above;
- b. Payment must be agreed upon for at least 30 (thirty) days from the receipt, in good order, of the invoice/fiscal note at the place of delivery of the goods and/or provision of the service. Specific negotiations regarding the payment moment may be conducted, provided they are approved by the Board of Directors of the area demanding the contracting;
- c. Payment made in cash or in tax havens is prohibited. Additionally, the Financial area and the Collaborator responsible for contracting must ensure that all payments will be made to the Third Party's bank account, not to accounts whose ownership does not belong to the Third Party.
- d. Payments will be made after the completion of the contracting procedure provided for in this Policy.

No payments will be admitted without the applicable contractual instrument, in accordance with item 9 ("Advances"), for contractings that require full registration and due diligence. However, in cases where a contractual instrument is not required, it will be mandatory to have at least a commercial proposal or equivalent document that demonstrates the terms agreed upon between Perfin and the Third Party. In extraordinary cases, such advances to Third Parties will be admitted. subject to the express approval of the Extraordinary CE Quorum. If, however, the advance is related to Controlled Companies, approval must occur within the scope of Infracore, observing the Extraordinary Infracore Quorum.

The rules provided for in this Policy will not apply to the payment of expenses related to events promoted or sponsored by the Managers and/or Controlled Companies, court costs, judicial fees, as well as for the payment of taxes and fees at the Board of Trade.

7. Monitoring

In the process for continuous monitoring of the Third Party, the Collaborator responsible for contracting and the Value Creation area, in the case of contracting for Controlled Companies, will evaluate the Third Party's performance versus the expectations and goals set at the time of their contracting, the cost-benefit relationship, and the degree of security employed in their tasks.

In this sense, the Collaborator and the Value Creation area, as applicable, must monitor and accompany the good performance of the contracted Third Parties and be attentive to the presence of points of attention throughout the course of

their relationship with the Third Party. In the case of Brokerages and Intermediary Institutions, the aforementioned monitoring will be carried out by the Compliance area.

If the Collaborator or the Value Creation area identifies the presence of any of the situations described below, they must immediately report to the Compliance area:

- Unusual or excessive payment requests, such as overpriced requests, high advance values, poorly defined or last-minute payments, success fees, or payments to intermediaries;
- Payment requests for other Third Parties;
- · Payments in cash or in tax havens;
- Identification of the beginning of a relationship between the Third Party and a Public Agent or close and suspicious personal or business relationship with a Public Agent;
- Any refusal or hesitation by the Third Party to disclose their data, owners, final beneficiaries, and managers or other relevant information;
- If a partner or member of the Third Party's administration is being criminally investigated for allegations of corruption or other crimes against the Public Administration;
- If risk factors are identified regarding the Third Party, their partners, or collaborators that may materially affect the contracted obligations and/or their reputation;
- If the Third Party enters (or is identified as having a material risk of entering) judicial recovery or bankruptcy.

Regarding the monitoring of contracts with Brokerages, despite their certifications to operate on behalf of the investment funds under management indicating that their operational processes meet the requirements of the standard, we conduct constant reevaluation at a frequency not exceeding 36 (thirty-six) months and detailed analysis of the quality of services provided. The decline in service quality is quickly analyzed, and it may be decided to temporarily or definitively rescind the contract between the Managers and the Brokerage. In any case, managers must reduce exposure to Brokerages with deficiencies in the provision of contracted services as quickly as possible.

As for Intermediary Institutions, similarly, post-contracting supervision procedures will be carried out at a frequency not exceeding 36 (thirty-six) months.

In the case of new contracting of a Third Party that is already part of the Managers' and/or Controlled Companies' Registration System, as applicable, the



Compliance area must redo the due diligence process if the previous contracting was completed more than (a) 01 (one) year ago, if the Compliance area did not identify any risks, or (b) 06 (six) months, if the Compliance area identified risks.

In the hypothesis of continued service or purchase contracting, in which the Third Party will provide services or deliver products over a period exceeding 06 (six) months, or at the discretion of the Compliance area, then the Compliance area must provide new due diligence in accordance with the table below:

Type of Third Party Renewal

Third Parties that interact with the Public Administration Biannually

Consulting contracts, except those of Group A

Whose contracting requires payment of success fees

Points of attention from a compliance perspective

Other Third Parties Every 5 years

Brokerages and Intermediary Institutions

In addition to the due diligence, the declaration of the Form contained in Annex 2 must be requested, when applicable, at the same frequency.

Depending on the type of Third Party and/or specific points raised during the registration and/or due diligence process, the Compliance area may indicate a longer or shorter monitoring period, at its discretion.

8. **Contractual Instrument**

The contracts entered into must be formal and written, duly prepared and validated by the Legal area, and must contain provisions that reflect the contractual clause model provided for in Annex 3, and in the case of contractings with a global value above R\$ 10,000.00 (ten thousand reais). The Compliance area, together with the Legal area, may determine additional contractual obligations to be included in the contracts, depending on the result of the due diligence and/or the scope of the contracting.

9. Registration

The Financial area will be responsible for the Registration System and the filing of all information and documents related to the Third Party, including quotations, contracts, payment receipts, and other documents. The Compliance area, in turn, will be responsible for the registration of documents and information sent in the context of due diligence.

10. **Whistleblower Channel**



All suspicions or violations of the provisions of this Policy must be reported to the Whistleblower Channel, which can be accessed through the website: https://denuncia.perfin.com.br/, by phone (11) 2526-2427, or by email compliance@perfin.com.br. The Managers, Perfin II, and Controlled Companies ensure the confidentiality of the reports received, emphasizing that no retaliation will be permitted against whistleblowers who act in good faith.

Any communication regarding this Policy must be made through the contact compliance@perfin.com.br.

ANNEX 1 - INITIAL REGISTRATION FORM FOR THIRD PARTY (EXCEPT FOR BROKERAGES AND INTERMEDIARY INSTITUTIONS)

Name of the Third Party:	
Activity of the Third Party	
Fornecedor de bens ou materiais	
Prestador de serviços	
General Information:	
Business name:	
CNPJ:	

Address: Bairro:



Municipality: State: ZIP Code:
Website:
State Registration:
Municipal Registration:
Year of constitution:
Number of employees:
Client references (indicate contacts):
Contact Information:
Name: CPF:
Position:
Phone: Cell phone:
Email:
Administrators and controlling shareholders
Name: CPF: Position:
Additional Information:
1. Is there a close, family, or affective relationship between partners, directors, administrators, representatives, or any other Collaborators of the Third Party and any Collaborator of the Managers?
() YES () NO
If yes, please provide details with the name of the Collaborator, position, and type of relationship:
2. Has any partner, director, administrator, or representative of the Third Party been or is a Public Agent or a relative of a Public Agent?

If yes, please provide details with the name, CPF, position, agency, and period during which they held or hold the position before the Public Administration:

3. Has the Third Party and/or any of its partners, directors, administrators, or representatives been investigated, indicted, prosecuted, denounced, or convicted of any allegations of violation of Anti-Corruption Legislation or Money Laundering?

() YES () NO

() YES () NO



If yes, please provide details with the procedure data and context, including the process number, status, and names of those involved:

4. Is it expected that the Third Party, in the exercise of its activities, will interact directly or indirectly with Public Administration agencies on behalf of or representing the Managers?

() YES () NO

If yes, please provide details on how and for what purpose this interaction is expected (e.g., payment of fees, obtaining licenses, etc.):

Required Documentation (to be delivered together with the form)

Contract or Articles of Association updated

Negative certificate of debts related to federal taxes or debt with the Union

Certificate of FGTS regularity

Proof of bank data

Proof of Enrollment and Registration Situation

Certificate of distribution of shares and executions issued by the Federal Court

Last approved and signed financial statement by an accountant

Balance sheet for the last 2 years

Contact information for at least 3 clients for reference

DECLARATION

We declare that this form was filled out, reviewed, and signed by duly authorized persons, and this institution is responsible for its accuracy, veracity, and integrity.

We undertake to keep all information in this form up to date, sending a new version whenever requested, in accordance with the Policy.

We declare that we have received, read, and understood the Code of Ethics and Conduct of the Managers and agree to and undertake to comply with all the rules contained therein and act ethically in the performance of our activities.

We assume the commitment to promote ethical conduct and report violations to the established policies and codes in question.

Location and date			





Name:
Position:

ANNEX 2: CERTIFICATION AND DECLARATION FORM FOR THIRD **PARTIES**

Instructions: Obtain the complete certification at the indicated frequency above.

[Full name and qualification of the Third Party] ("Third Party") acknowledges and agrees to observe the Code of Ethics and Conduct of the Managers and undertakes to fully comply with all applicable laws and regulations of Brazil and all jurisdictions in which the Third Party operates. The Third Party guarantees and declares that it will not take any action and will ensure that its partners, directors, administrators, or representatives do not take any action that may constitute a violation of Anti-Corruption Laws, understood as any laws that deal with corruption, bribery, fraud, illicit acts against the Public Administration, including, but not limited to, the Brazilian Penal Code; the Brazilian Anti-Corruption Law (Law 12.846/2013) and the Federal Decree that regulates it (11.129/2022); the



Brazilian Law on Administrative Improbity (Law 8.492/1992); the Brazilian Law on Money Laundering (Law 9.613/1998); the Brazilian Bidding Laws (Law 8.666/1993 and Law 14.133/2021); the Brazilian Antitrust Law (Law 12.529/2011), the Law on Tax Crimes (Law 8.137/1990); the Law on Crimes against the Financial System (Law 7.492/86), the Law on Criminal Organizations (Law 12.850/2013), the Law on Terrorism (Law 13.260/2016), the Convention on Combating the Corruption of Foreign Public Officials in International Business Transactions (Decree 3.678/00), the Inter-American Convention against Corruption (Decree 4.410/02), the United Nations Convention against Corruption (Decree 5.687/06), norms established by the member states and signatories that comprise the OECD Convention on Combating the Corruption of Foreign Public Officials; and other similar norms applicable to the parties ("Anti-Corruption Laws").

The Third Party will immediately notify the company of any violation or potential violation of Anti-Corruption Laws, by itself, its partners, directors, administrators, or representatives.

In compliance with the Managers' internal norms, the Third Party declares, guarantees, and agrees that:

1. The Third Party agrees and assumes that neither it nor any of its partners, directors, administrators, or representatives:

a. offered, promised, or gave, nor will offer, promise, or give, any financial or other advantage to any person with the intention of influencing them to perform their function inadequately, or that the acceptance of such an advantage would be, or could be seen as, undue, or

b. offered, promised, or gave, nor will offer, promise, or give, any financial or other advantage to a Public Agent (or any other person, at the request or with the consent of a Public Agent) with the intention of influencing the Public Agent in the performance of their functions, in both cases with the objective of obtaining, maintaining business or any other form of economic advantage for the company.

5. The Third Party and its subsidiaries have effective disclosure controls and internal accounting control systems that are sufficient to provide reasonable assurances that violations of Anti-Corruption Laws will be prevented, detected, and combated.

I confirm that I am duly qualified and authorized to provide the certifications, guarantees, and agreements.

Signature: Date:

Name: Position:



ANNEX 3: DOCUMENTARY PROTECTIONS

Instructions: These provisions must be included in all contracts with Third Parties. Exceptions can only be approved by the Legal and Compliance areas.

Definition of terms

The expression "Anti-Corruption Laws" means all laws, regulations, or orders that combat corruption, bribery, fraud, illicit acts against the Public Administration, including, but not limited to, the Brazilian Penal Code; the Brazilian Anti-Corruption Law (Law 12.846/2013) and the Federal Decree that regulates it (11.129/2022); the Brazilian Law on Administrative Improbity (Law 8.492/1992); the Brazilian Law on Money Laundering (Law 9.613/1998); the Brazilian Bidding Laws (Law 8.666/1993 and Law 14.133/2021); the Brazilian Antitrust Law (Law 12.529/2011), the Law on Tax Crimes (Law 8.137/1990); the Law on Crimes



against the Financial System (Law 7.492/86), the Law on Criminal Organizations (Law 12.850/2013), the Law on Terrorism (Law 13.260/2016), the Convention on Combating the Corruption of Foreign Public Officials in International Business Transactions (Decree 3.678/00), the Inter-American Convention against Corruption (Decree 4.410/02), the United Nations Convention against Corruption (Decree 5.687/06), norms established by the member states and signatories that comprise the OECD Convention on Combating the Corruption of Foreign Public Officials; and other similar norms applicable to the parties.

"Prohibited Conduct" means (i) neither the Third Party nor its administrators, directors, partners, representatives, and collaborators have violated, violate, or will violate Anti-Corruption Laws; (ii) the Third Party, nor its administrators, directors, partners, representatives, and collaborators will not offer, promise, give, pay, or authorize the payment, directly or indirectly, of money or anything of value to any public agent or third party related to them, with the purpose of influencing an act or decision to secure an undue advantage or direct business to or in favor of the Managers or any other act that may be interpreted as a violation of Anti-Corruption Laws by the Managers; (iii) did not employ, employ, or will employ child labor, degrading, undignified, or slave labor, and must guarantee and enforce fair remuneration for their employees and contractors, compatible with the category's minimum wage, working hours, and conditions in accordance with labor, tax, and social security legislation in force; (iv) did not employ, employ, or will employ practices contrary to environmental legislation in force; (v) is not a party being investigated, indicted, prosecuted, denounced, or convicted of any allegations of violation of Anti-Corruption Laws. If it becomes aware of any act contrary to the declarations provided, it will immediately report the matter to the Managers.

Compliance guarantees

The Third Party attests and guarantees, by itself, its controllers, controlled companies, as well as its partners, directors, administrators, representatives, and collaborators, that:

- i. It has not engaged in any Prohibited Conduct;
- ii. It complies with all Anti-Corruption Laws, regulations, and similar orders to which it is subject.

Compliance obligations

The Third Party declares and undertakes, by itself, its controllers, controlled companies, as well as its partners, directors, administrators, representatives, and collaborators, that, in compliance with this contract and while it is in force, it will not:

i. engage in any Prohibited Conduct;

ii. conduct business, directly or indirectly, with or for the benefit of any sanctioned party.

The Third Party must observe the compliance parameters of the Managers and/or Controlled Companies, especially the Code of Ethics and Conduct available on the Managers' website and received by the Third Party at the time of their contracting.

The Third Party declares and undertakes to previously notify and request approval from the Managers and/or Controlled Companies for the subcontracting of other Third Parties to provide services or deliver products on behalf of, for the benefit of, or in the interest of the Managers and/or Controlled Companies.]

In the event of a breach of the provisions of this clause, the contract will be terminated, and the Third Party undertakes to indemnify the Managers for any and all damages resulting from the illicit act.

ANNEX 4 - THIRD PARTIES WITH DUE DILIGENCE REQUIRED BY **COMPLIANCE**

- Dispatchers
- Engineering service providers
- Intermediaries for obtaining licenses (environmental, construction, operation, etc.)
- Non-profit organizations

(This list may be updated at any time by Compliance)



