



*Purchase and Third-  
Party Contracting  
Policy*

SEPTEMBER 2025

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## **A. OBJECTIVE**

This Purchase and Third Party Contracting Policy ("Policy") aims to establish rules for sourcing, competitive selecting, evaluating (technique, price, sustainable practices), hiring, paying, and monitoring 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" or "PWM"), which, together with (iv) Perfin II Participações Ltda. ("Perfin II"), will be collectively referred to as "Perfin," "Managers," or "Company". This Policy also applies to companies whose investment funds under Perfin Infra's discretionary management hold a majority stake ("Subsidiaries"), except for those Subsidiaries that have established their own rules and governance for purchasing and contracting with Third Parties.

The other companies invested by the funds managed by Perfin Infra that do not fall into the classification above must follow their respective rules and procedures for purchases and contracting third parties. If such rules are absent, they should adopt and adhere to the guidelines outlined in this Policy, coordinated by the professionals acting in the Compliance and Value Creation teams.

## **B. APPLICABILITY**

The provisions contained herein are applicable to all members, directors, directors, associates, employees, trainees and consultants of Perfin and/or its Subsidiaries ("Employees") in their relationship with suppliers, service providers, business partners, among others, acting on behalf or in the interest of the Managers, the investment funds managed by the Managers and/or the Subsidiaries ("Third Parties").

## **C. GENERAL RULES**

The rules outlined in this Policy shall apply to any Employee from Perfin or its Subsidiaries who plays a key role in the process of purchasing products or contracting services, for the benefit of Managers, investment funds, or Subsidiaries.

When choosing a Third Party, the ones that present the best combination of technical capabilities and commercial conditions should be prioritized. In addition to that, several factors will be considered together, including:

- Period of operation and reputation in the market.;

- Financial stability;
- Prior knowledge of the Third Party;
- Other customers of the Third Party and their references;
- Technology employed and ability to deliver services and products;
- Whenever material and using a risk-based approach, general robustness in ESG initiatives aligned with Perfin’s ESG Policy principles and values, including its procedures on information security and cybersecurity, where applicable. This can include but is not limited to (i) the strength of the Third Party’s supply chain due diligence, (ii) the general alignment between the Third Party’s policy or practices related to the theme and Perfin’s own policy, (iii) sound code of conduct and ethics, and (iv) general labor conditions.

Additionally, whenever possible, the Employee responsible for hiring the Third Party shall obtain at least two quotes, and the Third Parties shall be evaluated based on their qualifications, reputation, price, and commercial terms. Communications with potential Third Parties related to the competitive bidding, sourcing/distribution to bidders, and selection criteria promoted by Perfin and Subsidiaries, as applicable, shall be conducted in a transparent and consistent manner.

If it is not possible to obtain two quotes, considering the technical expertise, the product or service offered, or market conditions, the Employee responsible for the hiring must justify their reason and request approval from the Strategic Council of Managers ("Strategic Council" or "SC"), following the SC Special Quorum (as defined below), so that the contract can proceed without additional quotes. However, if the contract is for a Subsidiary, approval for the exception must be obtained from Infracore ("Infracore"), following the Special Quorum Infracore (as defined below).

Additionally, the Third Parties will be categorized into groups, and their respective hiring procedures will differ according to each classification, as follows:

Groups	Description
<b>A</b>	Law firms mentioned in Chambers ( <a href="https://chambers.com/">https://chambers.com/</a> ) in any area; Deloitte, Ernest & Young, KPMG, and PwC (" <u>Big Four</u> "); Financial institutions included in segments S1, S2 and S3 of the Central Bank of Brazil

	( <a href="https://www.bcb.gov.br/estabilidadefinanceira/regprudencialsegmenacao">https://www.bcb.gov.br/estabilidadefinanceira/regprudencialsegmenacao</a> )
<b>B</b>	Entities regulated by the CVM (Brokers, Distributors and Administrators - <a href="https://www.gov.br/cvm/pt-br/assuntos/regulados/consultas-por-participante">https://www.gov.br/cvm/pt-br/assuntos/regulados/consultas-por-participante</a> ).
<b>C</b>	Other Third Parties whose overall value of the contract is greater than R\$50,000.00
<b>D</b>	Hiring for Subsidiaries
<b>E</b>	Third parties listed in Annex 4

In cases where the Third Party provides consumer goods and service goods, such as telephony, travel agency services, architecture, design/communication agencies, and food products for daily consumption in drinks and kitchens, the contracting process outlined in this Policy is waived due to the nature, value, and/or type of the service or product. Only basic registration data is required for payment purposes and to confirm that there are no conflicts of interest or impediments to the contract. Technology service providers are not included in this exception because of the risks associated with their services and the potential impact on the continuity of activities of the Managers or Subsidiaries.

Third-party hires not included in the groups mentioned above and cases omitted from this Policy should be evaluated by Compliance.

## **D. THIRD PARTY CONTRACTS**

### **D.1. REGISTRATION PROCEDURES**

The complete registration process for Third Parties must be followed when adding new service providers or suppliers to the registration database of Perfin and/or a Subsidiary, as applicable. Its purpose is to record the registration details of Third Parties and verify their legality before government authorities, including the Federal Revenue of Brazil, State and Municipal Finance Secretaries, and/or the Board of Trade, as applicable ("Registration System").

Any and all Employees who want to add new Third Parties (excluding Brokers and Intermediary Institutions) to the Registration System for hiring by Perfin and/or the Subsidiaries must have the Third Party complete the Registration Form (Annex 1) and send the required information and documents to the Compliance team.

In certain cases, the Third Parties are exempted from full registration with Perfin and/or a Subsidiary, as indicated in the following table:

Groups	Type	Registration Rules
<b>A</b>	Law firms mentioned in Chambers <sup>1</sup> in any field; Deloitte, Ernest & Young, KPMG, and PwC (“Big Four”); Financial institutions included in segments S1, S2, and S3 of the Central Bank of Brazil <sup>2</sup>	<u>Exempt from full registration</u> <sup>3</sup>
<b>B</b>	Entities regulated by the CVM <sup>4</sup> (Brokers, Distributors, and Administrators).	<u>Complete registration required</u> (item D.4)
<b>C</b>	Other third parties whose overall value of the contract is greater than R\$50,000.00	<u>Complete registration is required</u> , except if the Third Party is a supplier of services or consumer goods
<b>D</b>	Hiring for Subsidiaries	<u>Complete registration is required</u> , except if it is Group A or the Third Party is a supplier of service or consumer goods
<b>E</b>	Third parties listed in Annex 4	To be evaluated by Compliance

<sup>1</sup> <https://chambers.com/>

<sup>2</sup> <https://www.bcb.gov.br/estabilidadefinanceira/regprudencialsegmentacao>

<sup>3</sup> Regardless of the rules for complete registration and exceptions, the Third Parties exempted from registration will remain registered in the internal ERP system of the Managers.

<sup>4</sup> <https://www.gov.br/cvm/pt-br/assuntos/regulados/consultas-por-participante>

Once the Employee receives the requested information, they must send the documentation to the Managers' financial department for registration and to the Compliance department for further analysis.

Payments will not be made to Third Parties that are not included in the Manager's or Subsidiary's Registration System, as applicable.

Without prejudice to other measures that Compliance may recommend to mitigate risks that have been identified during the registration and/or due diligence processes, the Third Parties contracted by the Managers must adhere to the rules outlined in the Code of Ethics and Conduct of the Managers and/or the Subsidiaries:

Groups	Type	Adherence to the Code of Ethics
<b>A</b>	Law firms mentioned in Chambers <sup>5</sup> in any field;  Deloitte, Ernest & Young, KPMG, and PwC (“Big Four”);  Financial institutions included in segments S1, S2, and S3 of the Central Bank of Brazil <sup>6</sup>	<u>Exempted</u>
<b>B</b>	Entities regulated by the CVM <sup>7</sup> (Brokers, Distributors, and Administrators).	<u>Exempted</u> <sup>8</sup>
<b>C</b>	Other third parties whose overall value of the contract is greater than R\$50,000.00	<u>Must adhere in full</u> , except if the Third Party is a supplier of services or consumer goods
<b>D</b>	Hiring for Subsidiaries	<u>Necessary</u> , except if it is Group A, the Third Party is a supplier of service or consumer goods, or already adopts its own policy that

<sup>5</sup> <https://chambers.com/>

<sup>6</sup> <https://www.bcb.gov.br/estabilidadefinanceira/regprudencialsegmentacao>

<sup>7</sup> <https://www.gov.br/cvm/pt-br/assuntos/regulados/consultas-por-participante>

<sup>8</sup> Such Third Parties are exempted in view of the fact that they must comply with similar and/or stricter rules on this subject, due to regulatory obligation of the Securities and Exchange Commission and/or the Central Bank of Brazil, as applicable.

		complies with the Management Company's Policy
<b>E</b>	Third parties listed in Annex 4	To be evaluated by Compliance

Adherence to the Manager's Code of Ethics and Conduct shall be confirmed by signing the declaration form in Annex 2.

## D.2. DUE DILIGENCE

Compliance must conduct a due diligence process when hiring Third Parties in the following cases:

<b>Groups</b>	<b>Type</b>	<b>Due Diligence</b>
<b>A</b>	Law firms mentioned in Chambers <sup>9</sup> in any field;  Deloitte, Ernest & Young, KPMG, and PwC ("Big Four");  Financial institutions included in segments S1, S2, and S3 of the Central Bank of Brazil <sup>10</sup>	<u>Exempted</u>
<b>B</b>	Entities regulated by the CVM <sup>11</sup> (Brokers, Distributors, and Administrators).	<u>Required</u> (item D.4)
<b>C</b>	Other third parties whose overall value of the contract is greater than R\$50,000.00	<u>Required</u> , except if the Third Party is a supplier of services or consumer goods

<sup>9</sup> <https://chambers.com/>

<sup>10</sup> <https://www.bcb.gov.br/estabilidadefinanceira/regprudencialsegmentacao>

<sup>11</sup> <https://www.gov.br/cvm/pt-br/assuntos/regulados/consultas-por-participante>

D	Hiring for Subsidiaries	<u>Required</u> , unless it is Group A or the Third Party is a supplier of service or consumer goods
E	Third parties listed in Annex 4	To be evaluated by Compliance

The due diligence shall include, in addition to the initial registration, a background check analysis, which depending on the Third Party may be punctual or monitored frequently, under the terms of item G below. Additionally, an analysis of the PLD of the Third Party will be conducted and further documents and certificates may be required.

Additionally, regardless of the classification above, if the contract involves (i) a Third Party who will act on behalf of Perfin and/or its subsidiaries before the Public Administration, except the Judiciary and Commercial Boards; (ii) success rate; (iii) donations; and/or (iv) positive responses to risks in the Registration Form, the Compliance area shall conduct due diligence on such Third Party. This due diligence may be performed internally or by an independent third party contracted for this purpose, as determined by the Managers.

Depending on the scope of service or provision of the Third Party, and the evaluation promoted by Compliance, it may be required or performed:

- Searches on national and international public databases (restrictive and sanctions lists) in relation to the Third Party, its partners, and other related parties;
- Information and clarifications regarding the results identified in public and private research;
- Documentation related to ESG initiatives (own policies and procedures and adherence to Perfin’s ESG principles);
- Conduct of interviews with the management of the Third Party;
- On-site audit.

After completing due diligence, Compliance will evaluate whether the risks can be fully mitigated after the implementation of the recommended actions. If the risks cannot be fully mitigated and the Employee responsible for hiring wishes to proceed, the hiring

must be approved either (a) by the SC, observing the SC Extraordinary Quorum, in the case of hiring for the benefit of Managers or managed funds, or (b) by Infracore, observing the Extraordinary Quorum Infracore, in the case of hiring for any Subsidiary.

If such a contract is approved, Compliance will monitor the possible mitigation measures for the identified risks throughout the provision of services or the supply of products, following the periodic due diligence process outlined in item G below.

Regardless of the Groups mentioned above, the Compliance Committee shall evaluate cases referred by Compliance and recommend to the Strategic Council (i) ways to mitigate the risks associated with continuing the hiring process or (ii) reasons to avoid hiring the Third Party.

### **D.3. URGENT AND EMERGENCY PURCHASES**

Those that are exceptional, which would not previously go through the standard process due to urgency or emergency, are to be defined by the employee who requested the hiring.

Purchases or hires made in urgent or emergency situations must be reasonably justified by the respective employee, and approval will depend on (a) in the case of hiring for the benefit of managers or investment funds, by the SC, observing the SC Extraordinary Quorum, or (b) in the case of hiring for the benefit of any subsidiary, by Infracore, observing the Infracore Extraordinary Quorum. It should be noted that these exceptions do not apply to services and/or supply of products involving PEPs, donations, and service providers who will represent the managers and/or a subsidiary before the public administration, except the judiciary.

The regularization of emergency purchases and contracts shall occur within no more than thirty (30) days after the date of purchase or service provision, following the procedure described above. If possible, no payment will be made until the due settlement has been completed.

If it is necessary to make a payment to a Third Party before its registration regularization, the authorization to proceed with the payment will depend on the formal approval of the SC or the Infracore, subject to the extraordinary quorums mentioned above.

Finally, if it is necessary to make a payment to the Third Party before the settlement and a risk flag is identified later, that Third Party will be suspended until the registration process and due diligence, if applicable, are completed. Any further payments shall be approved jointly by (a) the Strategic Council, as applicable, subject to the above-mentioned extraordinary quorums, and (b) Compliance.

#### **D.4. HIRING OF BROKERS AND INTERMEDIARY INSTITUTIONS**

This Policy also aims to document the valuation process for broker-dealers ("Brokers") and, in certain cases, institutions that are part of the securities distribution system, properly qualified to conduct public securities distribution in the primary and secondary markets ("Intermediary Institutions"). In these instances, additional procedures are required beyond those used for other Third Parties.

The Managers commit to making their best efforts to ensure that the total cost and outcome of any transaction are as favorable as possible given the circumstances. In this regard, Brokers must be chosen based on offering the most advantageous conditions for executing transactions on behalf of the funds.

Additionally, Compliance, together with the relevant investment team, shall evaluate the criteria of technical qualifications, operational capacity, licenses, pricing, and suitability of the Broker or Intermediary Institution. The assessment of these conditions will be conducted through the review of documentation, possible site visits, and any other procedures deemed necessary to verify the qualifications.

Perfin will request the standard ANBIMA due diligence questionnaire from the potential Broker or Intermediary, as well as the main compliance policies recommended by ANBIMA itself.

Compliance will be responsible for the due diligence process of the Broker or Intermediary Institution to verify the existence of any regulatory sanctioning procedures for both the company and its key employees<sup>12</sup>, requesting additional documents to assess their suitability, conducting policy analysis, among other tasks. In this context, and considering the other regulatory requirements imposed on Brokers and Intermediary Institutions, Compliance may also evaluate the controls of these Third Parties to understand their clients' profiles with respect to ESG, including their appetite and interest in titles with such objectives.

The final decision on hiring a Broker or Intermediary Institution will, without exception, be made by the Strategic Council, which may rely on the assessment of the Legal and Compliance teams, if applicable.

The due diligence procedures described above may be performed only by internal staff or with the support of specialized external consultants.

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<sup>12</sup> According to the CVM rules and standards.

## D.5. HIRING OF BANKS AND AUDITORS FOR INVESTMENT FUNDS

### D.5.1. BANKS

The Managers will only open accounts and hire services from banks that have (i) a good reputation and positive service references and (ii) a risk rating of AA or equivalent, depending on the rating agency. The same standards shall apply in any jurisdiction where the Managers engage in financial services, to ensure a high level of reliability for services considered critical.

### D.5.2. AUDITORS

For auditing services for funds under management, the Managers will only contract with (i) the four largest audit service providers (Big4) for non-Brazilian investment vehicles and (ii) the six largest companies (Big6) providing of audit services for incorporated investment vehicles in Brazil. All audit firms will be subject to compliance procedures at any time, and the selection will consider potential risk factors, external references, the Managers' past experiences, the technical expertise of the audit team, and the commercial terms offered. Once hired, the fund auditor must be replaced within a period of up to five years. Annually, the Managers will conduct (i) an evaluation of the auditor's performance and (ii) a price comparison with other audit firms to reassess the current terms and conditions.

## E. APPROVAL AUTHORITY

Besides the hypotheses listed in this Policy, the hiring of any and all Third Parties must comply with the budget approval procedures outlined below.

### Managers

Amount <sup>13</sup>	Approval Authority
Up to R\$100,000.00	Employee responsible for hiring + 1 Director A of each contracting Manager + 1 Director B
Above R\$100,000.00	Employee responsible for hiring + 1 Director A of each contracting manager + Director Ralph Rosenberg.

<sup>13</sup> In a single contract or the cumulative in a twelve-month period.

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

**Subsidiaries**

Amount <sup>14</sup>	Approval Authority
Up to R\$100,000.00	Employee responsible for hiring + 2 members of Infracore
Above R\$100,000.00	Employee responsible for hiring + 1 member of Infracore + Director Ralph Rosenberg

For the purposes of this Policy:

- "Special SC Quorum" means: affirmative vote by at least 03 (three) members of the Strategic Council.
- "Extraordinary SC Quorum" means: affirmative vote by at least 04 (four) members of the Strategic Council, one of them necessarily being Ralph Rosenberg.
- "Special Infracore Quorum" means: a favorable vote by at least 02 (two) members of the Infracore.
- "Extraordinary Quorum of the Infracore" means: affirmative vote by at least 03 (three) members of the Infracore, one of them necessarily being Ralph Rosenberg.

**F. PAYMENTS**

Regardless of other more restrictive commercial conditions to be imposed on the Third Party, the following rules shall be followed by all Third Party contracts:

- It is explicitly prohibited to split purchases or divide them among different Third Parties to improperly influence the approval process mentioned above.;
- Payment must be agreed upon at least thirty (30) days after the receipt, in proper condition, of the invoice at the delivery location of the goods and/or the place of service provision. Specific negotiations regarding the payment timing may be

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<sup>14</sup> See note number 3 above.

conducted as long as they are approved by the legal representative responsible for the contracting area;

- Payments in cash or through tax havens are prohibited. Additionally, the Financial department and the Employee responsible for hiring must ensure that all payments are made to the bank account owned by the Third Party contractor. It is strictly forbidden to make payments to bank accounts that are not in the name of the Third Party, even if they are in the names of its partners or beneficiaries.
- Payments will be made after completing registration procedures and due diligence (if necessary) as specified in this Policy.

Payments will not be accepted without the respective applicable contractual instrument, under item H ("Advances"), for contracts requiring registration and full due diligence. However, when no contractual instrument is needed, at least a commercial proposal or an equivalent document showing the terms agreed upon between Perfin and the Third Party must be provided. In exceptional cases, advances to third parties are permitted only with the express approval of the SC Extraordinary Quorum. If the advance involves a Subsidiary, approval must occur within the scope of Infracore, respecting the decisions of the Extraordinary Quorum of Infracore.

The rules in this Policy do not apply to expenses related to events promoted or sponsored by the Managers and/or a Subsidiary, court costs, or the payment of taxes and fees at Business Meetings.

## **G. MONITORING**

The process for continuous monitoring of the Third Party will be conducted by the Employee responsible for hiring and the Value Creation team (if in the benefit of a Subsidiary). In the case of hiring for a Subsidiary, the Value Creation team will evaluate the Third Party's performance against the expectations and goals set at the time of hiring, along with the cost-benefit ratio and the de-risk measures implemented in their tasks.

In this context, the Employee and the Value Creation team, as appropriate, must monitor and follow up on the performance of the contracted Third Parties and stay alert to any points of concern throughout their relationship with the Third Party. In the case of Brokerages and Intermediary Institutions, the Compliance department will handle the monitoring of legal and regulatory compliance, while the operational performance will be overseen by the departments that regularly use the services of these Third Parties.

If the contracting responsible Employee or the Value Creation team detects any of the situations described below, they should immediately report to Compliance:

- Requests for unusual or excessive payments, such as overcharged requests, high amounts in the form of advance payments, poorly defined or last-minute payments, success-based rates, and unusual commissions or compensation paid to intermediaries.;
- Payment requests to other Third Parties;
- Payments in cash or in tax havens;
- Identification of the Third Party's initial relationship with a Public Agent or close and suspected personal or commercial relationship with a Public Agent;
- Any refusal or unreasonable delay by the Third Party to disclose its data, owners, final beneficiaries, and managers or other relevant information;
- If the partner or members of the management of the Third Party are criminally investigated for allegations of corruption or other crimes against the Public Administration;
- If risk factors are identified in relation to the Third Party, its partners or employees that may materially affect the contracted obligations and or affect their reputation;
- If the Third Party enters or is at material risk of entering judicial recovery or bankruptcy.

Regarding the monitoring of contracts with Brokers, in which their certifications to operate on behalf of investment funds under management are evaluated to ensure that operational processes meet the requirements of the standard, we conduct regular reassessments at intervals not exceeding 36 (thirty-six) months, along with detailed analyses of the quality of services provided. A decline in service quality is quickly identified, and a decision may be made to terminate the contract between the Managers and the Broker, either temporarily or permanently. In any case, managers should reduce their operational exposure to brokers with deficiencies in providing the contracted services as soon as possible.

As for the Intermediary Institutions, likewise, the post-employment supervision procedures will be carried out at intervals not exceeding 36 (thirty-six months).

In the case of hiring a Third Party who is already registered in the System of the Managers and/or the Contractors, as applicable, Compliance shall redo the due diligence process if the previous hiring was completed more than (a) 1 year ago, if the Compliance area has not identified any risks, or (b) 06 months ago, if risks have been identified.

In cases where the contracting of services or ongoing purchases involves the Third Party providing services or supplying products for a period exceeding 06 (six) months, or at the discretion of Compliance, then Compliance shall conduct new due diligence according to the table below.

<b>Types of Third Parties</b>	<b>Renewal Period</b>
Third parties that interact with the Public Administration	Biannual
Consultancy contracts, except those of Group A	
Whose hiring requires payment of a success fee	
Points of attention from the perspective of compliance	
Other Third Parties	Every 5 years
Brokerages and Intermediary Institutions	

In addition to performing due diligence, the declaration of the form contained in Annex 2 shall be requested, where applicable, at the same frequency.

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

## **H. CONTRACTUAL INSTRUMENT**

The signed contracts must be formal and written, properly prepared and approved by the legal department. They must include a provision that substantially reflects the model clause provided in Annex 3, and if the total value of the contract exceeds R\$10,000.00 (ten thousand reais), compliance, together with legal, may identify additional contractual obligations to include based on the results of due diligence and/or the scope of the contract.

**I. REGISTRATION**

The Finance team will be responsible for the Registration System and for archiving all information and documents related to the Third Party, including quotes, contracts, proof of payment, and other documents. In turn, Compliance will be responsible for registering the documents and information submitted under due diligence.

**J. REPORTING CHANNEL**

All suspicions or violations of the provisions outlined in this Policy must be reported to the Whistleblowing Channel (“Whistleblowing Channel” or “Reporting Channel”), which is accessible at [perfin.ethicspoint.com](http://perfin.ethicspoint.com). Managers and Subsidiaries ensure the confidentiality of received reports and emphasize that no retaliation against whistleblowers will be tolerated when reports are made in good faith. Subsidiary companies' reporting channels may also be used if they are already in place.

The Reporting Channel platform is hosted by an independent party (Navex Global), and Perfin has no access to confidential information placed in the system, nor does it have the power or access to modify any registered information.

Perfin enforces strict governance rules for handling reports submitted through the Reporting Channel. Only the Compliance team, the Compliance Committee, and the Strategic Council have access to and are authorized to address reports from the Reporting Channel.

Any communication regarding this Policy should be made through the contact [compliance@perfin.com.br](mailto:compliance@perfin.com.br).

**K. VERSION CONTROL AND GOVERNANCE**

Date	Version	Approved by
July 2023	Version 1	Strategic Council
February 2025	Version 2	Strategic Council
September 2025	Version 3 and current	Strategic Council

**ANNEX 1**

**REGISTRATION FORM FOR THIRD PARTIES<sup>15</sup>**

**(EXCEPT FOR THE CASES PROVIDED IN ITEM D)**

Name of the Third Party:	
Activity of the Third Party	
( ) Supplier of goods or materials	
( ) Service Provider	
General information	
Legal name of the entity:	
CNPJ (Company ID number):	
Full address:	
City:	
State:	
Postal code:	
Website:	
State registration number:	
Municipal registration number:	
Incorporation year:	
Number of employees:	
Clients reference (indicate contacts)	
Contact details	
Name:	
CPF (ID):	
Position:	
Work phone number:	
Cellphone number:	
Email:	
Legal representatives and Controlling Partners	
Nome:	
CPF (ID):	
Position:	
(repeat information for other representatives and controlling partners)	

<sup>15</sup> The content of this form will be made available electronically for completion.

### **Additional Information**

- Is there a close, related, or affective relationship between partners, directors, administrators, representatives, or any other employees of the Third Party and any employee of the Managers?

( ) Yes

( ) No

If yes, detail with the name of the employee, position, and type of relationship.

- Is any partner, shareholder, director, administrator, or representative of the Third Party a Public Agent or a family member of one?

( ) Yes

( ) No

If yes, provide details such as name, CPF, position, affiliation, and the period during which he held or holds the position before the Public Administration.

- Is the Third Party and/or any of its partners, shareholders, directors, administrators, or representatives currently under investigation, indictment, prosecution, reporting, or conviction for any allegations of violating the Anti-Corruption Legislation or for Money Laundering?

( ) Yes

( ) No

If yes, provide details about the procedure and context, including process number, status, and names of those involved.

- Is it expected that the Third Party, in carrying out its activities, interacts directly or indirectly with Public Administration bodies on behalf of or representing the Managers?

( ) Yes

( ) No

If yes, specify how and for what purpose this interaction is expected (examples: fee payments, obtaining licenses, etc.).

Required Documentation (submit along with the form)<sup>16</sup>

- Updated Social Contract or Bylaws
- Negative certificate of debts related to federal taxes or debt with the Union
- Certificate of regularity of the FGTS
- Proof of bank details
- Proof of registration and registration status
- Certificate of distribution issued by the Federal Court
- Last financial statement approved and signed by an accountant
- Balance sheet of the last 2 years
- Contact at least 3 customers for references.

**Statement**

We declare that this form has been completed, revised, and signed by persons duly authorized to do so, affirming the accuracy, truthfulness, and integrity of the information.

We agree to keep all information in this form up to date and to send a new version whenever requested, as outlined in the Policy.

We affirm that we have received, read, and understand the Code of Ethics and Conduct of the Managers, and we agree and commit to abide by all its rules and to act ethically in our activities.

We are committed to promoting ethical conduct and reporting any violations of the relevant policies and codes.

Signature | Name | Position | Place and Date

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<sup>16</sup> Esses documentos só precisam ser exigidos de Terceiros em que o presente Política determina a realização de cadastro completo.

## ANNEX 2

### CERTIFICATION FORM AND THIRD-PARTY DECLARATIONS

Instructions: Obtain the complete certificate of conformity at the indicated frequency.

[Full Name and Qualification of the Third Party] ("Third Party") acknowledges and agrees to comply with the Code of Ethics and Conduct for 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 warrants and declares that it will not take any action and will cause its partners/shareholders, directors, directors or representatives to take no action that would constitute a violation of Anti-Corruption Laws, understood as any laws dealing with corrupt practices, bribery, fraud, unlawful 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 11.129/2022; the Administrative Improbability Law of Brazil (Law no 8.492/1992); the Brazilian Law to Combat Money Laundering (Law 9.613/1998); the Brazilian Bidding Laws (Law 8.666/1993 and Law 14.133/2021); Brazilian Anti-Trust Law (Law 12.529/2011), Tax Crimes Law (Law no 8.137/1990); Crime Law against the Financial System (Law no 7.492/86), Law of Criminal Organizations (Law no 12.850/2013), Anti-Terrorism Law (Law no 13.260/2016), Convention on the Fight against Corruption of Foreign Public Officials in International Commercial Transactions (Decree no 3.678/00), Inter-American Convention Against Corruption (Decree no 4.410/02), United Nations Convention against Corruption (Decree 5.687/06, rules established by the member states and signatories that make up the OECD Convention on Combating Bribery of Foreign Public Officials; and other similar rules applicable to the parties ("Anti-Corruption Laws").

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

In compliance with the internal rules of the Managers, the Third Party declares, guarantees and agrees that neither it nor any of its partners/ shareholders, directors or legal representatives:

- a. has offered, promised, or given, nor will offer, promise, or give any financial or other advantage to any person with the intent of influencing them to perform their duties improperly, nor would the acceptance of such an advantage be, or appear to be, improper; or

- b. has offered, promised or given, 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 his duties in both cases with the aim of obtaining, maintaining business or any other way to achieve an economic advantage for the company.
- c. The Third Party and its subsidiaries have adequate disclosure controls and procedures and an internal system of accounting controls that are sufficient to provide reasonable assurance that violations of the Anti-Corruption Laws will be prevented, detected, and addressed.

I confirm that I am properly qualified and authorized to provide the certifications, warranties, and agreements.

Signature | Name | Position | Place and Date

## 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.

#### Definitions

The expression "Anti-Corruption Laws" means all laws, regulations or orders to combat corruption, bribery, fraud, unlawful 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 11.129/2022; the Administrative Improbability Law of Brazil (Law no 8.492/1992); the Brazilian Law to Combat 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), Tax Crimes Law (Law no 8.137/1990); Crimes Against the Financial System Law (Law no 7.492/86), Criminal Organizations Law (Law no 12.850/2013), Anti-Terrorism Law (Law no 13.260/2016), Convention on Combating the Corruption of Foreign Public Officials in International Commercial Transactions (Decree 3.678/00), Inter-American Convention against Corruption (Decree 4.410/02), United Nations Convention against Corruption (Decree 5.687/06), standards established by the member states and signatories that make up the OECD Convention on Combating Bribery of Foreign Public Officials; and other similar standards applicable to the parties.

"Prohibited Conduct" means (i) neither the Third Party, nor its directors, directors, partners/shareholders, representatives and employees have violated, violate or will violate the Anti-Corruption Laws; (ii) the Third Party, nor its directors, directors, partners/shareholders, representatives and employees 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 it, for the purpose of influencing an act or decision of to secure an undue advantage or direct business to or in favor of Managers or any other act that may be construed as a violation of the Anti-Corruption Laws by Managers; (iii) did not employ, employ or will employ child labor<sup>17</sup>, degrading, unworthy or slave, and must guarantee and enforce its employees and contractors remuneration

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<sup>17</sup> According to the International Labour Organization ([www.ilo.org](http://www.ilo.org)), the term child labour is often defined as work that deprives children of their childhood, their potential, and their dignity, and that is harmful to physical and mental development. It refers to work that (i) is mentally, physically, socially or morally dangerous and harmful to children; and/or (ii) interferes with their schooling by: depriving them of the opportunity to attend school; obliging them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work.

compatible with the wage floor of the category, working hours and conditions according to labor legislation, current tax and social security; (iv) did not employ, does not employ or will not employ practices contrary to existing environmental legislation; (v) is not party investigated, indicted, prosecuted, reported or convicted for any allegation of violation of the Anti-Corruption Laws. If you become aware of any act contrary to the statements provided above, you will immediately report the matter to the Managers.

### **Compliance Declarations**

The Third Party certifies and guarantees, for itself, by its controlling or controlled companies, as well as by its partners/shareholders, directors, directors, representatives and employees that:

- Did not carry out any of the Prohibited Conduct;
- Complies with all anti-corruption laws, regulations and similar orders to which it is subject.

### **Compliance Obligations**

The Third Party declares and makes a commitment, by itself, by its controlling or controlled companies, as well as by its partners/shareholders, directors, legal representatives and employees that, in compliance with this agreement and while it is in force, will not:

- commit any of the Prohibited Conduct;
- conduct business, directly or indirectly, with or for the benefit of any sanctioned<sup>18</sup> party.

The Third Party shall observe the compliance parameters of the Managers and/or Contractors, especially the Code of Ethics and Conduct available on the site of the Managers<sup>19</sup> and received by the Third Party when hiring them.

The Third Party declares and undertakes to notify in advance and request the approval of the Managers and/or Contractors for subcontracting other Third Parties to provide services or supply products on behalf, benefit or in the interest of the Managers and/or Contractors.

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<sup>18</sup> Meaning any party included in global restriction or sanction lists.

<sup>19</sup> [www.perfin.com.br](http://www.perfin.com.br) > Governance

If it is found to be in breach of the provisions of this clause, the contract shall be terminated and the Third Party undertakes to indemnify the Managers for any damage arising from the unlawful act.

### **ESG Commitments**

The Third Party declares that became aware of Perfin's ESG Policy, make a commitment, by itself, by its controlling or controlled companies, as well as by its partners/shareholders, directors, legal representatives, and collaborators, to avoid any act to disrupt such ESG Policy guidelines while engaged with Perfin and/or any of its Subsidiaries.

The Third Party also commits to making the best efforts to implement similar ESG practices in its environment

## **ANNEX 4**

### **THIRD PARTIES WITH DUE DILIGENCE REQUIRED BY COMPLIANCE**

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

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