



FALCONI

CONSULTORES DE RESULTADO

**CONTRACTING POLICY OF
SUPPLIERS AND PARTNERS**

June 2017

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1. OBJECTIVE

Establish guidelines and procedures for the evaluation of potential suppliers, subcontractors, service providers, partners and other third parties, in order to give the employees of FALCONI, its subsidiaries and affiliates ("Employees") the ability to evaluate hiring and avoid the exposure of FALCONI to risks that can be previously identified and mitigated.

2. APPLICATION

This policy applies to all Employees of FALCONI, its subsidiaries and affiliates. Its application covers all the activities developed by the company. This policy should be read and interpreted in conjunction with FALCONI's Code of Ethics and Conduct.

3. DEFINITIONS

The terms described below shall be interpreted in accordance with the definitions herein, when mentioned herein, regardless of the type adopted and / or if used in the plural or singular:

3.1 Public Agent¹: Any individual, whether or not a server, temporarily or unpaid, acting in an official capacity or exercising a position, job or public function in or for Governmental Authority; any individual who works for a company that provides services contracted or contracted for the execution of typical activity of the Public Administration; or any political party leader, employee or other person acting for or on behalf of a political party or candidate for public office.

3.2 Governmental Authority²: Any body, department or entity of the direct, indirect or foundational administration of any of the Powers of the Union, of the States, of the Federal District, of the Municipalities, of a Territory, a juridical person incorporated to the public patrimony or entity for whose creation or costing the or competes with more than fifty percent of equity or annual income; as well as organs, entities, or diplomatic representations of a foreign country, as well as organs, entities and legal entities controlled, directly or indirectly, by the public authority of a foreign

¹ Examples: Officials of Ministries, Municipal and State Secretaries, city hall and city council employees, employees of public companies, government departments, BNDES employees, Caixa Econômica Federal, Banco do Brasil, Petrobras, officials of Regulatory Agencies, politicians in general (deputies, councilors, mayors, governors, etc.), judges, public prosecutors, physicians of the SUS, professors of public universities, members of the Courts of Accounts, UN officials, IMF, World Bank, among others.

² Examples: Ministries, Secretariat, Regulatory Agencies, Companies such as Post Offices, Infraero, Banco do Brasil, BNDES, Authorized, Permission or Public Service Concessionaires, international organizations such as the World Bank, IMF, United Nations, among others.

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country or international public organizations, including sovereign wealth funds or an entity whose ownership is a fund sovereign.

3.3 Employees: All employees, service providers, trainees, directors and executives of FALCONI, its subsidiaries and affiliates.

3.4 Third: Any natural or juridical person who is not a FALCONI Collaborator or who is not a member of FALCONI's business group, but is hired to assist in the performance of its activities, such as partners, consortiums, representatives, subcontractors, suppliers, consultants, service providers in general, among others.

3.5 Undue Advantage: Any good, tangible or intangible, including money and securities, offered, promised or delivered for the purpose of improperly influencing or rewarding any act, decision or omission of a person, whether public agent or not. Gifts, entertainment, air tickets, lodging, donations, sponsorships or anything of value used for such purposes, which are, unduly, influence or reward any act or decision are included in this concept.

3.6 Politically Exposed Person: Public agents who perform or individuals who have performed in the last five years, in Brazil or in foreign countries, territories and dependencies, relevant positions, jobs or public functions, as well as their representatives, family and close collaborators.

4. CLASSIFICATION OF SUPPLIERS AND PARTNERS

For the purposes of applying this Policy, the Suppliers and Partners were divided into groups, according to the object and activities to be performed to fulfill the eventual contract, in accordance with items 4.1 and 4.2 below.

It should be clarified that suppliers of common products or services, thus being considered those who normally use adhesion contracts as their contracting standard or are regulated by Government Authorities, such as the Central Bank, Superintendência de Seguros Privados, ANEEL, ANATEL etc., may be excepted from the evaluation procedure provided for in this Policy. Consult the responsible of the Compliance Program of FALCONI to verify if determined it fits in the exception here predicted.

4.1 High Risk Group

The High Risk Group is comprised of individuals or legal entities that FALCONI intends to contract to provide services or act on its behalf, interest or benefit, whose execution of the contract may involve one of the following activities:

- Obtaining permits or other forms of authorization from a Governmental Authority or the regulatory agency with the Government Authority;

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- The interaction, direct or indirect, with any Governmental Authority and / or Public Agent and / or Politically Exposed Person; and
- The brokerage, brokerage, brokerage and all activities that imply the representation of FALCONI before any s, whether individuals or legal entities, Public Agents, Politically Exposed Persons, Governmental Authorities or not.

Examples of these groups are dispatchers, external consultants, lawyers, representatives, managers, intermediaries, among others.

In addition, this group includes individuals or companies of any nature that are being evaluated to receive donations or sponsorships.

4.2 Low Risk Group

Included in this group are individuals or legal entities that can not be classified in the High Risk Group and that do not fall under the exceptions provided for in this Policy.

4.3 Evaluation procedure

The Collaborator responsible for contracting Suppliers or Partners must apply this policy on a day-to-day basis and carefully analyze the information obtained.

The Employee shall request the Supplier or Partner to send all information and documents necessary for the evaluation of the hiring, observing the requirements related to the High Risk or Low Risk Group, as the case may be.

Reputable searches of prospective Suppliers or Partners will be conducted on the Internet through relevant news checks and the entries listed below:

1. Register of Ineducuous and Suspended Companies (CEIS);
2. National Register of Punished Companies (CNEP);
3. Register of Private Entities for Non-Profit Impaired (CEPIM);
4. National Registry of Civil Convictions by Acts of Administrative Improbability of the National Council of Justice; and
5. Relation of Disabled and Inidentious of the Court of Auditors of the Union.

In addition, the Employee must analyze how the potential Vendor will be remunerated, since the value must be legitimate and consistent with what is being contracted. Whenever possible, it is advisable to quote three Suppliers of the same size, in order to disperson the hiring process, avoid directives and ensure obtaining the best price for the comparable quality of the product or service to be hired.

All this done, the information obtained and any risks identified should be analyzed. Finally, if the decision is for contracting, observing the possible

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need for prior approval of the person responsible for the FALCONI Compliance Program, as the case may be, it should be formalized by a contractual instrument that clearly defines the scope of work, value, form payment and possibility of application by FALCONI for a report on the activities carried out by the Supplier.

This agreement must also include clauses that protect FALCONI from the risks to which it may be exposed, such as clauses and anti-corruption annexes, in addition to others that may be necessary to depend on the nature of the business.

The procedure described in this Policy is not exhaustive. Therefore, while there is a standard to be followed for collecting information about potential Suppliers, the Contributor should critically evaluate each situation, as it may be necessary to seek different information depending on what is available or obtained in the particular case.

Finally, FALCONI Employees must monitor and monitor risks throughout the performance of the contract. Should any change in the Supplier's situation be identified that could create risks to FALCONI, this fact must be immediately brought to the attention of the person responsible for the FALCONI Compliance Program.

Copies of all documents and information collected during the hiring process should be kept.

4.4 Evaluation Step by Step

The contractor area of a High Risk Group Supplier shall conduct the following procedure:

1. Submit to the potential Supplier the Diligence Questionnaire (Annex I), requesting completion and signature of the Declaration contained therein, as well as presentation of the documents requested in the list included in Annex II and any others that it deems necessary for the evaluation of the Supplier in question;
2. Analyze the information and documents made available by the potential Supplier and, if necessary, contact them with the purpose of clarifying any doubts or identified risks;
3. Conduct independent searches on the Internet, including in the registries indicated in this policy, to assess the reputation of the potential Vendor and possible linkage with any dissonant act or fact;
4. Evaluate the information provided, as well as those obtained through the research carried out on the Internet, analyzing possible risks or inconsistencies;
 - 4.1. If any risk is identified, the contracting decision must be taken by the Collegiate Board, together with the person responsible for the FALCONI Compliance Program

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- 4.2. If no risk is identified, the hiring must be approved, observing the internal governance of FALCONI;
5. If contracting is approved, conclude the contractual instrument, including in it the respective anti-corruption clause (Annex III);
6. Once the hiring has taken place, report the fact to the person responsible for the FALCONI Compliance Program; and
7. During the term of the contract, monitor its compliance and inform the responsible of the FALCONI Compliance Program of any identified risk or diversion.

For the hiring of Suppliers that fall within the Low Risk Group, the requesting area must carry out the following procedure:

1. Request the potential Supplier to submit all necessary documentation for the contracting, such as a copy of the company's incorporation and registration documents, as well as all licenses and licenses required to carry out the activities to be carried out under the contract;
2. Analyze the information and documents made available by the potential Supplier and, if necessary, contact them with the purpose of clarifying any doubts or identified risks;
3. Conduct independent searches on the Internet, including in the registries indicated in this policy, to assess the reputation of the potential Vendor and possible linkage with any dissonant act or fact;
4. Evaluate the information provided, possible risks or inconsistencies;
 - 4.1. If any risk is identified, the decision for hiring must be made jointly with the administrator responsible for the area and the person responsible for the FALCONI Compliance Program;
 - 4.2. If no risk is identified, the hiring must be approved, observing the internal governance of FALCONI;
5. Once approved, formalize contracting and include in the contract the respective anti-corruption clause (Annex III).

5. RISKS AND POINTS OF ATTENTION

There are some situations in the hiring of Suppliers that should serve as an alert for FALCONI Employees, which are:

1. The Supplier lacks resources (labor, physical facilities, etc.) or training to perform the services;
2. Requests for commissions or "success rates" in atypical situations or high values that do not correspond to the service provided;
3. Attempts to avoid or prevent any of the steps of this Policy, such as refusal or imposition of unnecessary delays to respond to the questionnaire or to include anti-corruption clause in the contract;
4. Non-compliance with usual hiring procedures;
5. Request for payments in kind;

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6. The Supplier avoids written communications;
7. There is reluctance to present a report on the activities carried out;
8. The Supplier was indicated by Public Agents or Politically Exposed Person;
9. The Supplier does not have references in the market; and
10. The Supplier is in any way related to Public Officers or Politically Exposed Persons who is in a position to influence the decision making of such individuals.

This list of risks is not exhaustive and serves merely to illustrate critical situations. There are many others that will merit the attention of the Employees when carrying out the reputational analysis of the potential Suppliers. If in doubt, report the points identified to the Manager, Director or Managing Partner to which he is attached, so that he may discuss the issue together with responsible for the FALCONI Compliance Program.

6. COMMUNICATION CHANNEL

If the Employee has doubts or detects any situation contrary to the provisions of this Policy, the Employee must use any internal communication mechanism of FALCONI, preferentially addressing the person responsible for the FALCONI Compliance Program, to inform the questions that have occurred or to resolve doubts.

7. SUPERVISION

All FALCONI Employees must be familiar with the principles and rules contained in the Code of Ethics and Conduct and in this document. All Leaders, Directors, Managing Members and Partners have an obligation to ensure that they are observed by their subordinates.

It will be the responsibility of the leaders, directors, partners and partners to ensure that there are no infractions of the law, the Code of Ethics and Conduct, this Policy and other internal policies of FALCONI within its area of responsibility that could have been avoided with proper supervision.

8. SANCTIONS

The Employee and / or Supplier that fails to comply with any of the provisions set forth in this Policy shall be subject to the penalties provided for in FALCONI's Code of Ethics and Conduct, as disciplinary measures, including contractual termination.

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In addition, Employees and Suppliers should be aware that violations of this policy may lead to criminal, civil and administrative liability.

9. EXCEPTIONS

Except as otherwise expressly provided in this document, only the person responsible for the FALCONI Compliance Program, in the exercise of its activities, may, in the case of an analysis of a specific case and subject to a specific procedure, authorize any exceptions to the provisions in any of the Internal Policies of FALCONI.

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ANNEX I SUPPLIER EVALUATION QUESTIONNAIRE

FALCONI is committed to conducting its business in an appropriate, ethical and anticorruption law, in particular Law 12.846 / 2013. As a result of this commitment, FALCONI requires that all its Suppliers, subcontractors, consultants, representatives or Suppliers of any nature that provide materials, render services or act in the name, interest or benefit of FALCONI, undergo a due diligence process as a condition for commercial relationship with FALCONI. As part of this process, it is necessary to answer the questions listed below.

We kindly ask you to present your answers in the respective fields provided or in separate documents, duly numbered according to the questioning made, expressly referring to such an attachment in the field available in the body of the questionnaire.

In your responses, we ask that you provide all relevant information to the questioning, including copies of documents, where applicable. If you can not respond to an item, we ask that you provide the appropriate justification in the related field or related document.

Unless expressly requested, all questions should be interpreted as covering a period of up to five years prior to completion of this questionnaire.

The evaluated company must answer this diligence questionnaire in its entirety, as well as present the documents requested in Annex II and any other that may be deemed necessary, as FALCONI instructs.

If any question is not applicable, we ask you to indicate expressly in the field available for answers. The absence of answers will be interpreted as incomplete completion of the questionnaire and may lead to additional questions and longer deadlines for the formalization of hiring.

If you have any doubts about completing the questionnaire, contact the FALCONI employee responsible for your evaluation process.

Once the questionnaire has been answered, please sign it, attach the requested documents and return it to the FALCONI requesting area.

For the purpose of this Questionnaire, "Public Agent" is anyone who exercises, even temporarily or without remuneration, by election, appointment, appointment, hiring or any other form of investiture or bond, mandate, position, job or function in:

- 1.

1. GENERAL DATA OF THE LEGAL ENTITY

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Corporate Name of Company and corporate type (S.A., Ltda., Others):	
CNPJ:	Website:
Address and date of incorporation:	
City, State and Country where the business relationship will occur:	
Number of people working for society.	
Branch of activity and service to be provided:	
Countries and / or localities in which the Company operates:	

1.1. In order to supply materials, provide services or associate with FALCONI, some form of direct or indirect contact with public agents (city hall official, licensing bodies, inspection bodies, Federal Revenue, state or municipal authorities, public companies, among others)?

Yes: No:

1.2. If yes, please specify below:

Public agency	Activity to be performed

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2. PHYSICAL CONTACT PERSON

Name:	
CPF:	RG:
Telephone:	E-mail:
Nationality:	
Position:	

3. HISTORY OF THE COMPANY

3.1. How many years have the Company carried out the activities that FALCONI intends to hire?

3.2.

3.3. 3.2. Make a brief description of how the Society came about, its main purpose, activities developed, etc.

3.2.1. Is the Company obliged by law to register or obtain a license in any governmental body or organization to carry out the activity to be performed for FALCONI? (Y / N)

Yes:

No:

If yes, provide the information below:

Number	Registration Body	Start Date	Expiration Date
		/ /	/ /
		/ /	/ /

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			/ /	/ /	

3.4. Indicate 3 (three) commercial references, which may be associations to which you participate, and at least one customer.

Company Name			
Contact Person		Telephone	
E-mail		Website	

Company Name			
Contact Person		Telephone	
E-mail		Website	

Company Name			
Contact Person		Telephone	
E-mail		Website	

4. INFORMATION ON THE MANAGEMENT OF THE COMPANY

4.1. Indicate which persons have managed the Company and / or have been or have been in the last 5 (five) years the Board of Directors and the Board of Directors of the Company (if applicable), distinguishing them by title, nationality and period:

Name	Position	CPF	Period

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4.2. Please indicate the names of the people who will be involved in the possible commercial relationship with FALCONI and / or who will act on behalf of FALCONI:

Name	Position	CPF

5. INFORMATION ON CORPORATE PARTICIPATION

5.1. Present the data of the individuals and legal entities that hold equity interest in the Company. If there is any legal person on this list of members, please indicate the final beneficiaries of this, and so on, to the level where there are only natural persons. The ownership, when added, should be equal to 100%.

Name / Company Name	Nationality	% Participation

6. FINANCIAL INFORMATION

6.1. Does the Company have an audited financial statement? (If yes, provide copies of last year's audit report; If not, please answer the question below).

6.2. Does the Company have an unaudited financial statement? (If yes, provide copies of the financial statement for the last 03 (three) years; If not, provide at least one financial reference - eg bank).

Company / Bank:

Name:

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Position:
Address:
City, State, Country, ZIP code:
Telephone:
E-mail:

7. PERSONAL INFORMATION ITEMS 4 AND 5

Please fill in the fields below in a complete and accurate way, so that FALCONI has information about the legal responsible of the company.

7.1. Are any of the people listed in items 4 and 5 above already a Public Agent? (Y / N)

Yes: No:

7.2. Do any of the people listed in items 4 and 5 above currently hold any office or have duties in any political party or political campaign? (Y / N)

Yes: No:

7.3. Do any of the people listed in items 4 and 5 above apply for any political office? (Y / N)

Sim: Não:

Name	Position	Public Entity

7.4. Public Agent? (Y / N)

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Yes: No:

7.5. Do you hold any political office, are you a candidate, or do you have a position or a relationship with a political party? (Y / N)

Name	Kinship	Position and Body

7.6. Are any of the people listed in items 4 and 5 familiar with a FALCONI employee? (Y / N)

Nome	Partner name FALCONI	Position FALCONI

8. DETAILED INFORMATION FROM THE COMMERCIAL PARTNER

8.1. Does any person, entity, government or government agency have any management rights or financial or corporate interests in the Company's business? (Y / N)

Yes: No:

8.2. Will the Company subcontract or use other individuals or legal entities to comply with the contractor with FALCONI? (Y / N)

Yes: No:

If yes, please specify below:

9. COMPLIANCE INFORMATION

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9.1. The Company has a Code of Ethics or Conduct that addresses issues of professional and business ethics; anticorruption policy, which prohibits and condemns the payment of commissions, kickbacks or any other form of bribery to public officials; or similar document that aims at these purposes?

Yes: No:

If YES, please provide a copy of the document.

9.2. Has the Company already conducted or permitted training to be conducted to its employees in which issues related to professional and commercial ethics, corruption, commercial and corporate illicit practices, and relationships with public officials were addressed?

Yes: No:

If YES, please attach the material used and the proof of which persons participated and conducted the training.

9.3. Does the Company have a professional responsible for an anti-corruption program or policies? (Eg, Compliance Officer, Integrity Officer, etc.)

Yes: No:

If so, please identify the professional in question, also informing you of your professional experience, responsibilities and contact details.

9.4. In the last 5 years, there have been administrative or judicial convictions, processes or investigations related to the Company, the persons listed in items 4 and 5 above or to the Companies listed in item 6 above and their Directors for unlawful acts under laws prohibiting acts related to bribery, corruption, anti-competitive practices and / or money laundering, such as Laws No. 12,846 / 2013, Law No. 12,813 / 2013, Law No. 8429/1992, Law No. 8,666 / 1993, Law No. 9,613 / 1998 and Law No. 12,529 / 2011 ? (Y / N)

If yes, identify process and person involved:

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9.5. In the last 5 years have there been convictions, prosecutions or criminal investigations related to the Company, the persons listed in items 4 and 5 above or to the Companies listed in item 6 above and their Directors? (Y / N)

If yes, identify process and person involved:

9.6. The Company, any of the persons listed in items 4 and 5 above or the Companies listed in item 6 above and its Directors were cited in any of the following entries / lists? (Y / N)

National Register of Inedid and Suspended Companies and National Register of Punished Companies (CEIS / CNEP)	
National Registry of Civil Convictions by Acts of Administrative Improbability of the National Council of Justice	
List of Disabled and Individuals of the Court of Auditors of the Union	
Other state or municipal registers related to Law No. 12,846 / 2013, such as the São Paulo City Register of Punished Companies	
List of Slave Labor of the Ministry of Labor and Employment	
List of "Debarred & Cross-Debarred Firms & Individuals" of the World Bank	

If yes to any of the above, please provide any additional information you deem relevant:

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10. DECLARATION

On behalf of the Company, I declare with full knowledge that the information provided above, as well as the documents provided, are true and represent the complete disclosure of the information relevant to this Diligence Procedure.

If at any time the information or documents presented in this Diligence Questionnaire no longer represent reality, I agree to immediately notify FALCONI and provide a supplementary report detailing said change.

[Date]

[Name]
[Position]
[Company name]

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ANNEX II
DOCUMENTS LIST

Please list any documents submitted to FALCONI together with the Diligence Questionnaire:

	Document:	Check if attached:
A.	Corporate Organization Chart and Functional Organization Chart.	<input type="checkbox"/>
B.	Last financial statement, duly audited, if available.	<input type="checkbox"/>
C.	Copy of the Code of Ethics or Conduct, or similar document, if any.	<input type="checkbox"/>

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ANNEX III

GENERAL GUIDELINES FOR ANNEXES TO ANTICORRUPTION PROVISIONS

This document sets out the general guidelines for the adoption of contractual annexes related to compliance with anti-corruption legislation to be included in the contracts signed on behalf of FALCONI with Suppliers. This document will be under the responsibility of the Legal Department of FALCONI, which, with the support of the responsible for the Compliance Program of FALCONI, should guide the other areas and departments of FALCONI which annex to include in each specific case.

Each contracting presents a certain degree of risk from the perspective of anticorruption, which demands specific mitigating measures. Thus, for each of the groups of Suppliers, specific attachments were created according to the existing risk.

Each contract signed by FALCONI with Suppliers will refer to the applicable annex, according to each case. The clause that will make this reference will have the following wording:

- **Providers**

The CONTRACTOR represents and warrants that it, its employees, directors, officers, executives, outsourcers, trainees, agents, subcontractors, consultants, service providers, prosecutors or any other representative acting in their name, interest or benefit, complying with the provisions of Annex XX.

We emphasize that the annexes below have been prepared with a wording to suit in a wide way the situations that FALCONI may encounter. However, the specific case must always be evaluated and it is incumbent upon the Legal Department and the Compliance Manager of FALCONI to work with the contracting area in order to adapt the text of these annexes to suit the specificities of each case.

Finally, the inclusion of these annexes to contracts is a necessary measure, but in most cases it will not be enough to mitigate the risks involved in contracting. In addition to this measure, employees who interact on a day-to-day basis with employees should be aware of their behavior and, should they find any irregularity, they should report to the Compliance Manager of FALCONI.

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[Recommended text for the High Risk Group]

Annex XX - Anti-Corruption Provisions

1. The **CONTRACTOR** declares and warrants that it complies and will continue to comply during the term of this Agreement with all laws and regulations applicable to activities related to the Contract, including Decree Law No. 2,848 / 1940, Law No. 8,429 / 1992, Law No. 8,666 / 1993, Law 9,613 / 1998, Law 12,529 / 2011, Law 12,813 / 2013 and Law 12,846 / 2013, in particular, but not limited to, the provisions of its Article 5.
2. The **CONTRACTOR** declares and warrants, even if:
 - a) the full compliance with item 1 above covers all acts and conduct emanating from employees, directors, officers, executives, outsourcers, trainees, agents, subcontractors, consultants, service providers, attorneys or any other representative acting in their name or interest or benefit of any title of the **CONTRACTOR** ("Representatives"); and
 - b) none of its Representatives holds a position, job or public function, in Brazil or abroad, does not act as a member of an international public organization, nor does it figure as a political party leader or candidate of a political party in charge or public function; and the **CONTRACTOR** or its Representatives will take advantage of any relationship, including personal, business or association, with any public agent to unduly influence the practice of acts in favor of **FALCONI**.
 - c) it and its Representatives have not made, instructed or instructed the delivery, offer or promise, in their own interest or benefit or of, directly or indirectly, of payments of any amount, loans, gifts or any other improper advantage to public agents or the third party related to them;
 - d) maintains and will continue to keep accounting records of its operations in accordance with applicable legislation;
 - e) it and its Representatives have not been or are involved in any administrative or judicial proceeding regarding violations of the laws mentioned in item 1 that have not previously been informed to **FALCONI**; and
 - f) in the exercise of its activities, will not hinder investigation or inspection activity of public bodies, entities or agents, nor will they interfere in the correct progress of these procedures.
3. The **CONTRACTOR** declares and guarantees that it has faithfully and truthfully responded to all items of the due diligence questionnaire, which undertakes to update spontaneously whenever there is any supervening fact that changes the veracity of the answers provided to **FALCONI** or when expressly requested by **FALCONI**.

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- 3.1. The **CONTRACTOR** acknowledges and accepts from the outset that **FALCONI** may, under the terms of item 5 and subitems, terminate all contracts signed between the Parties if any inconsistency of the information provided in the due diligence questionnaire or absence of its update in case of supervening fact that changes the veracity of the answers given.
4. The **CONTRACTED** declares that it is aware of the provisions of **FALCONI's** Code of Ethics and Conduct ("Code of Conduct"), which incorporates this Agreement as Annex XX, committing itself to (i) faithfully observing and complying with the rules of said Code of Conduct in its entirety throughout the execution of the Contract; and (ii) disclose the Code of Conduct to its Representatives, requiring them to observe and comply with its entire contents for the duration of the Agreement. In relation to the activities performed under this Agreement, the **CONTRACTOR** shall endeavor to approve a program of integrity of its own, and may, if it wishes, adopt and internalize the Code of Conduct as a parameter of its internal procedures and controls in relation to ethics and business conduct.
- 4.1. The **CONTRACTOR** further declares that it will accept to receive training regarding the rules of the Code of Conduct, and undertakes to require the presence of its Representatives involved in the execution of the Contract in said training. **FALCONI** may accept that the **CONTRACTOR** itself performs or contracts the performance of the training. In this case, the **CONTRACTOR** will allow the presence of a person indicated by **FALCONI** in the training and undertakes to send to **FALCONI** the material used and a list of presence duly signed by the Representatives present.
- 4.2. **FALCONI** may require the immediate replacement of any Allocated Representative in the performance of the Contract that does not participate in the training referred to in item 4.1.
- 4.3. In no case, failure to perform the training will exempt the **CONTRACTOR** from its obligation to comply with the rules of the Code of Conduct.
5. Any practice by **CONTRACTOR** or its Representatives in violation of the provisions contained in the Code of Conduct and in this Annex shall give **FALCONI** the right to terminate all Contracts in force between the Parties, regardless of any formality, and to require penalties contractual obligations and the reimbursement of direct and indirect losses and damages incurred.
- 5.1. The **CONTRACTOR** shall exempt and keep **FALCONI** indene in relation to any claims, losses or damages, direct or indirect, related or arising from the violation committed, without prejudice to the right of return of **FALCONI**.

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5.2. The **CONTRACTOR**, in giving cause to the contractual resolution, will not be entitled to any indemnification, claim or demand in the face of **FALCONI** due to the extinction of the Contracts.

5.3. The parties agree that the **CONTRACTOR** shall not represent **FALCONI** or have any type of communication, interaction or interlocution with public or professional bodies Representatives of the Direct or Indirect Public Administration, unless there is specific written guidance from **FALCONI**, or, if there is undoubtedly of the execution of the object of the Contract.

6. The **CONTRACTOR** shall immediately notify **FALCONI** of any event, investigation or administrative or judicial proceeding that may be instituted with respect to a possible violation of any of the declarations and warranties of items 1 and 2, and shall always act to prevent such violations from occurring and adopting measures to mitigate damages that may occur in this regard.

7.7. In the event that **FALCONI** becomes aware of relevant facts or indications that would have occurred or would be imminent to occur, violating the provisions of this clause by the **CONTRACTOR** and / or any of its Representatives, **FALCONI** may determine , in its sole discretion, the immediate suspension of payments to **CONTRACTOR** and execution of the object of the Contract, as well as the immediate replacement of the Representatives involved.

7.1. For the evaluation of the facts that relate to the execution of this Agreement, **FALCONI** may carry out investigations or audits in the **CONTRACTOR**, directly or through s chosen by **FALCONI**.

7.2. The **CONTRACTOR** agrees to cooperate with any investigation or audit that may be carried out, making available all the information and documents requested by **FALCONI** or its contractors, including books and accounting records, invoices, contracts and electronic documents of any nature. It also undertakes to make available to **FALCONI** or its representatives that **FALCONI** or the said companies understand that they can collaborate in the elucidation of the facts circumscribed to the execution of this Agreement.

7.3. **FALCONI** will report violations of the declarations and guarantees set forth in this annex and will analyze: (i) the effectiveness of internal policies, the Code of Conduct and other documents and instruments that conform to the **CONTRACTOR's** eventual integrity program; (ii) the accounting records of the **CONTRACTOR**, including its subsidiaries, controlled and affiliated companies, as applicable; (iii) all payments and expenses incurred by the **CONTRACTOR's** Representatives on behalf of **FALCONI**; and (iv) use of the amounts received by the **CONTRACTOR** in relation to the services provided to **FALCONI**. If violations of the declarations and guarantees provided in this annex are identified, **FALCONI** may

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require the **CONTRACTOR** to bear the costs of the procedure described in this clause.

7.4. If a public agency of the Direct or Indirect Public Administration is to initiate a procedure or process to investigate conduct that represents a violation of the declarations and warranties set forth in this annex and related to this Agreement, the **CONTRACTOR** undertakes to cooperate with **FALCONI**, when requested by within the scope of this investigation, by making available the necessary documentation and the assistance of the **CONTRACTOR'S** Representatives.

8. The **CONTRACTOR** shall keep records, including accounting records, describing in an exact and detailed manner all activities performed under this Contract, payments made, costs and expenses for which the **CONTRACTOR** requests or requested remuneration or reimbursement from **FALCONI** during the period of execution of this Agreement and for a period of five (5) years from the date of termination of the Agreement. The **CONTRACTOR** undertakes to provide such records in a reasonable time to **FALCONI** whenever requested to do so.

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[Recommended text for the Low Risk Group]

Annex XX - Anti-Corruption Provisions

1. The **CONTRACTOR** declares and warrants that it complies and will continue to comply during the term of this Agreement with all laws and regulations applicable to activities related to the Contract, including Decree-Law No. 2,848 / 1940, Law No. 8,429 / 1992, Law No. 8,666 / 1993, Law 9,613 / 1998, Law 12,529 / 2011, Law 12,813 / 2013 and Law 12,846 / 2013, in particular, but not limited to, the provisions of Article 5.
2. The **CONTRACTOR** declares and warrants, even if:
 - a) the full compliance with item 1 above covers all acts and conduct emanating from employees, directors, officers, executives, outsourcers, trainees, agents, subcontractors, consultants, service providers, prosecutors or any other representative on any basis of the **CONTRACTOR** ("Representatives"); and
 - b) none of its Representatives holds a position, job or public function, in Brazil or abroad, does not act as a member of an international public organization, nor does it figure as a political party leader or candidate of a political party in charge or public function; and the **CONTRACTOR** or its Representatives will take advantage of any relationship, including personal, business or association, with any public agent to unduly influence the practice of acts in favor of **FALCONI**.
 - c) it and its Representatives have not made, instructed or instructed the delivery, offer or promise, in their own interest or benefit or of, directly or indirectly, of payments of any amount, loans, gifts or any other improper advantage to public agents or the third party related to them;
 - d) maintains and will continue to keep accounting records of its operations in accordance with applicable legislation;
 - e) it and its Representatives have not been or are involved in any administrative or judicial proceeding regarding violations of the laws mentioned in item 1 that have not previously been informed to **FALCONI**; and
 - f) in the exercise of its activities, will not hinder investigation or inspection activity of public bodies, entities or agents, nor will they interfere in the correct progress of these procedures;
3. The **CONTRACTOR** also declares and guarantees that it has faithfully and truthfully responded to all items of the due diligence questionnaire, which undertakes to update spontaneously whenever there is any supervening fact that changes the veracity of the answers provided to **FALCONI**, or when expressly requested by **FALCONI**.

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- 3.1. The **CONTRACTOR** acknowledges and accepts from the outset that **FALCONI** may, under the terms of item 5 and subitems, terminate all contracts signed between the Parties if it is found any untruthfulness of the information provided in the due diligence questionnaire or the absence of its updating in case of supervening fact that changes the veracity of the answers given.
4. The **CONTRACTED** declares that it is aware of the provisions of **FALCONI's** Code of Ethics and Conduct ("Code of Conduct"), which incorporates this Agreement as Annex XX, committing itself to (i) faithfully observing and complying with the rules of said Code of Conduct in its entirety throughout the execution of the Contract; and (ii) to disclose the Code of Conduct to its Representatives, requiring them to observe and comply with its entire contents for the duration of the Agreement.
- 4.1. The **CONTRACTOR** further declares that it will accept to receive training regarding the rules of the Code of Conduct, and undertakes to require the presence of its Representatives involved in the execution of the Contract in said training. **FALCONI** may accept that the **CONTRACTOR** itself performs or contracts the performance of the training. In this case, the **CONTRACTOR** will allow the presence of a person indicated by **FALCONI** in the training and undertakes to send to **FALCONI** the material used and a list of presence duly signed by the Representatives present.
- 4.2. **FALCONI** may require the immediate replacement of any Allocated Representative in the performance of the Contract that does not participate in the training referred to in item 4.1.
- 4.3. In no case, failure to perform the training will exempt the **CONTRACTOR** from its obligation to comply with the rules of the Code of Conduct.
5. Any practice by **CONTRACTOR** or its Representatives in violation of the provisions contained in the Code of Conduct and in this Annex shall give **FALCONI** the right to terminate all Contracts in force between the Parties, regardless of any formality, and to require penalties contractual obligations and the reimbursement of direct and indirect losses and damages incurred.
- 5.1. The **CONTRACTOR** shall exempt and keep **FALCONI** indene in relation to any claims, losses or damages, direct or indirect, related or arising from the violation committed, without prejudice to the right of return of **FALCONI**.
- 5.2. The **CONTRACTOR**, in giving cause to the contractual resolution, will not be entitled to any indemnification, claim or demand in the face of **FALCONI** due to the extinction of the Contracts.
- 5.3. The parties agree that the **CONTRACTOR** shall not represent **FALCONI** or have any type of communication, interaction or interlocution with public or professional bodies Representatives of

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the Direct or Indirect Public Administration, unless there is specific written guidance from **FALCONI**, or, if there is undoubtedly of the execution of the object of the Contract.

6. In the event that **FALCONI** becomes aware of material facts or evidence that would have occurred or would be imminent to occur, violating the provisions of this clause by the **CONTRACTOR** and / or any of its Representatives, **FALCONI** may determine , in its sole discretion, the immediate suspension of payments to **CONTRACTOR** and execution of the object of the Contract, as well as the immediate replacement of the Representatives involved.
 - 6.1. For the evaluation of the facts that relate to the execution of this Agreement, **FALCONI** may carry out investigations or audits in the **CONTRACTOR**, directly or through s chosen by **FALCONI**.
 - 6.2. The **CONTRACTOR** agrees to cooperate with any investigation or audit that may be carried out, making available all the information and documents requested by **FALCONI** or its contractors, including books and accounting records, invoices, contracts and electronic documents of any nature. It also undertakes to make available to **FALCONI** or to its Representatives that **FALCONI** and those referred to are aware that they may collaborate in the elucidation of the facts circumscribed to the execution of this Agreement.
 - 6.3. If a public agency of the Direct or Indirect Public Administration is to initiate a procedure or process to investigate conduct that represents a violation of the declarations and warranties set forth in this annex and related to this Agreement, the **CONTRACTOR** undertakes to cooperate with **FALCONI**, when requested by within the scope of this investigation, by making available the necessary documentation and the assistance of the **CONTRACTOR'S** Representatives.