

All collaborators, advisors, managers, consultants, representatives or any individual acting on behalf of SER ENERGIA must follow the rules below:

- I. Never offer, promise or give financial sums or material objects of any value, directly or indirectly, which may represent or be considered a BRIBE, which violate the applicable laws and policies as a way to prompt actions which may benefit the COMPANY:
 - a. Collaborators, Managers, Advisors, Consultants, Service Providers and Representatives acting on behalf of SER ENERGIA are expressly prohibited from offering, promising or giving any present, donation, gift, trip, favour, loan, service or special treatment of any kind (such as payment of travel costs, stays, etc.) for individuals or organisations which have any business relationship with SER ENERGIA, including public authorities, suppliers, service providers, and current or potential clients, regardless of value, except for gifts, catalogues and other institutional or promotional products.
- II. Never accept or request financial sums or material objects of any value, directly or indirectly, which violate the applicable laws and policies:
 - a. Collaborators, Managers, Advisors, Consultants, Service Providers and Representatives and Distributors acting on behalf of SER ENERGIA are expressly prohibited from requesting or accepting any present, donation, gift, trip, favour, loan, service or special treatment of any kind (such as payment of travel costs, stays, etc.) for individuals or organisations which have any business relationship with SER ENERGIA, including suppliers, service providers, and current or potential clients;
 - b. The receipt of gifts given spontaneously by third parties will be tolerated provided that they are not in cash, transfers or deposits, and do not exceed the estimated value of R\$50.00 (fifty Brazilian reals) and that they are not recurring;
 - c. All gifts received exceeding this value which cannot be rejected or returned must be channelled to the COMPANY, which will donate it to a philanthropic institution.

- III. Identify and avoid CONFLICT OF INTEREST: when a person or entity with an obligation to the company has a conflicting interest, obligation or commitment:
- a. CONFLICT OF INTEREST occurs when the personal interest of the agent with power of decision or influence conflicts with the interest of the COMPANY. Collaborators, Managers, Advisors, Consultants, Service Providers, Representatives and Distributors acting on behalf of SER ENERGIA must identify, prevent and avoid any situation where this issue may arise;
 - b. Avoid situations such as: Contracting suppliers or service providers with which they have personal links;
 - c. Never negotiate payments or deposits with suppliers or clients which have not been formally established in the contract.
- IV. Never participate in or establish COLLUSION for the manipulation of proposals, the formation of lobbies and schemes to DEFRAUD or damage public or private bidding and tenders:
- a. Collaborators, Managers, Advisors, Consultants, Service Providers, Representatives and Distributors acting on behalf of SER ENERGIA must never participate in prior agreements or any other scheme to defraud, impede or disrupt the competitive nature of public or private bidding and tenders;
 - b. Never offer false proposals for coverage or fraudulently create legal persons to participate in tenders.
- V. Never offer benefits in exchange for FACILITATION or INFLUENCE which may interfere in the impartiality of the Public Authority:
- a. Collaborators, Managers, Advisors, Consultants, Service Providers and Representatives are not authorised to offer any kind of inappropriate privilege to public agents on behalf of SER ENERGIA, with the objective of accelerating or facilitating the obtaining of documents, certifications, licences, authorisations or permits;
 - b. All of these parties are prohibited from offering a physical or legal public agent any gift, item or privilege of any nature (financial or material) in order to obtain favouritism or privileges, or to facilitate the course of negotiations or activities;

- c. Never take advantage of family relationships, friendships or hierarchy to interfere in decisions which may benefit the COMPANY.
- VI. Never obtain or use ILLEGAL INFORMATION, not complying with or infringing confidentiality agreements:
 - a. It is prohibited to offer a physical or legal public agent gifts or privileges of any nature (financial or material) in order to obtain confidential information illegally or through influence peddling;
 - b. All agents acting on behalf of SER ENERGIA must respect and not infringe secrecy agreements and confidentiality clauses existing in the contracts;
 - c. Having access to the confidential information of Collaborators, Managers, Advisors, Consultants and Service Providers, representatives may not use this information for their own benefit or that of the COMPANY.
- VII. Never impede or INTERVENE in the ACTIVITY of AUDIT of the Public Authority, Agencies or State Bodies:
 - a. SER ENERGIA and all its collaborators must contribute to the inspection and audit activities of Public Bodies, agencies and authorities, providing the information requested and facilitating access to premises and documents when they are requested.
- VIII. Never circumvent, conceal or practice TAX EVASION and ensure the TRANSPARENCY and maintenance of accounting records and financial information:
 - a. Each and every financial operation, whether payment or revenue made on behalf of SER ENERGIA must contain sufficient information for its identification, justification and accounting in the Official Books of the COMPANY, so that they may be analysed in detail, traced and monitored at any time;
 - b. All Revenues arising from the business of SER ENERGIA must have identifying elements for their ACCOUNTING based on the legally accepted accounting principles. All business in which there is suspicion of the illegal origin of the payer's resources will be rejected;
 - c. SER ENERGIA respects the accounting principles, Laws and Regulatory Instructions of Collection Bodies (Municipal, State and Federal) and does not carry out any operation to conceal or evade taxes or fiscal obligations.

- IX. Never permit or tolerate CHILD LABOUR or LABOUR ANALOGOUS TO SLAVERY and acting to prevent child sexual exploitation:
- a. SER ENERGIA and all its collaborators, partners, service providers and consultants commit to not contracting Child Labour or Labour Analogous to Slavery;
 - b. SER ENERGIA and all its collaborators, partners, service providers and consultants support all actions combatting Child Labour, Labour Analogous to Slavery and Child Sexual Exploitation.
- X. Never practice or tolerate RACISM, SEXISM, HOMOPHOBIA or RELIGIOUS INTOLERANCE;
- a. The collaborator contracting and promotion policy of SER ENERGIA and all its partners exclusively follow technical and meritocracy criteria, without the interference of sexism, racism, religious intolerance or homophobia.

Preventive Actions and Rectification of Infringements

All those who wish to establish professional and/or commercial relationships with SER ENERGIA must be aware of this document, and acting on behalf of the company, may not plead ignorance of the following:

In all SER ENERGIA contracts, evidence of knowledge and acceptance of the terms of this document must be generated.

When potential non-compliance or potential infringements with this document are identified, they must be shared with the company for corrective and improvement actions to prevent recurrence.

SER ENERGIA establishes a secure communication channel, through the email address ouvidoria@serbrasil.com.br, maintaining anonymity, to allow collaborators and suppliers to report potential infringements of the terms of this document.

Non-compliance

Actions which infringe the terms of this document or other regulations and procedures in effect, including due to mere omission or attempted deception, will be subject to the application of the penalties established by the applicable service contract, independently from potential civil or criminal actions, including but not limited to verbal or written warning, and suspension and termination of the work or service provision contract.

I declare that I have received the ETHICAL CONDUCT PROCEDURES of SER ENERGIA, am aware of them and agree with their terms. By signing this Document, I demonstrate my commitment to full compliance with it in undertaking my activities with SER ENERGIA and also to disseminating its content. I also declare that in case of a risky situation being identified with regard to the terms of this document, or a situation where the conduct required or expected by this procedure is not expressly followed, I will notify the COMPANY:

Place and Date _____, ____/____/____

Name: _____

CPF: Passport _____-____

Signature: _____