

TECTRIL

Supplier, Service Provider and Business Partner Code of Conduct

Integrity, responsibility and compliance across Tectril's value chain

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Draft for approval

Tectril Soluções em Logística e Comércio Ltda.

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Code of Ethics and Business Conduct; Compliance Policy; Anti-Corruption Policy; Human Rights, Diversity and Inclusion Policy; Health and Safety Policy; Privacy Policy; Integrity Channel Policy; and applicable contracts and procedures.

VALIDATION NOTE. This draft must undergo legal, compliance and data protection review before formal approval and incorporation into contracts, purchase orders or onboarding processes.

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1. Message from Management

Tectril Soluções em Logística e Comércio Ltda. develops and coordinates foreign trade, logistics, supply chain and international operations solutions. Trust in these relationships depends on every activity being performed with integrity, competence, safety, transparency and respect for the law.

This Code defines the minimum standards expected of suppliers, service providers, consultants, representatives, agents, subcontractors and business partners. Tectril values long-term relationships, but no urgency, target, business opportunity or third-party instruction justifies unlawful, unsafe conduct or conduct inconsistent with these principles.

2. Purpose

To establish conduct requirements and integrity criteria for the selection, engagement, performance, monitoring and termination of business relationships with Tectril. This document supports the prevention, identification and treatment of legal, ethical, labor, environmental, tax, customs, operational, reputational and data protection risks.

3. Scope and application

It applies to individuals and legal entities that supply goods or services, represent Tectril or participate in its value chain, including customs brokers, carriers, freight forwarders, logistics operators, warehouses, terminals, consultants, representatives, technology and facilities suppliers, independent professionals and international partners.

The supplier shall communicate this Code to the persons involved in the engagement and take reasonable steps to ensure that its controlling parties, officers, employees, agents and subcontractors comply with equivalent requirements.

This Code does not replace applicable laws, licenses, contracts, purchase orders, specifications or policies. The stricter requirement shall prevail where there is no legal conflict. Binding obligations arise from law and from contractual instruments that incorporate this Code or its provisions.

4. Legal compliance and licenses

The supplier shall comply with applicable laws and regulatory requirements wherever it operates, maintain valid permits, registrations, qualifications, insurance and licenses, and provide evidence upon request.

- not commit, induce or conceal a legal or regulatory violation;
- not perform an activity without the required technical capability or authorization;
- promptly disclose any restriction, suspension, investigation or loss of license that may affect performance;
- cooperate in good faith with audits, inspections and legitimate requests for information.

5. Integrity, anti-corruption and fraud

It is prohibited to offer, promise, authorize, request or receive an undue advantage, directly or indirectly, in public or private relationships. This prohibition covers money, commissions, kickbacks, favors, employment, donations, sponsorships, gifts, personal discounts or any benefit intended to influence a decision or reward improper conduct.

- facilitation payments;
- false documents, misleading records, overbilling, underbilling or charges for services not performed;
- use of an intermediary to carry out prohibited conduct;
- fraud in bidding, competition, quotations, measurements, reimbursements or supporting evidence;
- concealment of a beneficial owner, conflict or commission.

6. Dealings with public officials

Contacts with authorities, inspectors, civil servants, employees of state-owned enterprises and other public officials must be conducted by authorized persons, for a legitimate purpose and with accurate records. The supplier may not offer any advantage, gift, hospitality or promise to expedite, influence or avoid an official act.

Improper requests or coercive situations must be refused when safe, documented and immediately reported to Tectril. In the event of a real and immediate threat to life or physical integrity, protecting people is the priority and the event must be reported as soon as it is safe to do so.

7. Conflicts of interest

The supplier must avoid and disclose situations in which personal, family, financial or business interests could influence, or appear to influence, decisions relating to Tectril.

- a relevant family or personal relationship with a person who selects, approves or supervises the engagement;
- an undisclosed financial interest in a customer, competitor or another supplier involved;
- a personal benefit associated with a business decision;
- an incompatible outside activity or representation;
- engaging a person connected to Tectril to obtain favorable treatment.

Disclosure does not automatically mean wrongdoing. Tectril will assess measures such as additional transparency, recusal, replacement of the responsible person or conditional approval.

8. Gifts, hospitality and entertainment

Only lawful, occasional, modest and transparent items that are consistent with a legitimate business purpose and incapable of influencing a decision may be offered or received.

- cash or cash equivalents;
- a benefit during selection, negotiation, audit, complaint or pending decision;
- excessive, secret or inappropriate hospitality;
- an advantage requested as a condition of business;
- a gift or hospitality to a public official without prior review and approval.

The supplier shall comply with limits, approvals and records established by Tectril and consult Compliance before acting when in doubt.

9. Fair competition and commercial integrity

The supplier must compete independently and fairly. It is prohibited to agree on prices, margins, customers, territories, bids, volumes or terms, manipulate quotation processes or share competitively sensitive information without a legitimate basis.

Proposals, invoices, measurements, indicators and communications must be complete and accurate. Information about competitors may only be obtained through lawful and ethical means.

10. Anti-money laundering, sanctions and international trade

The supplier shall know the parties, payments, origin and destination of goods and services to a level proportionate to the risk. It may not participate in a transaction intended to conceal funds, beneficial owners, origin, destination, nature or the true parties to the transaction.

- observe applicable sanctions, embargoes, export controls, trade restrictions and licensing requirements;
- not use an account, company, route, classification, description or document to circumvent a legal control;
- report unusual structures, payment by an unrelated third party, a high-risk jurisdiction or refusal to identify a beneficial owner;
- stop performance and seek guidance when a potential restriction is identified.

11. Customs, tax and document integrity

Commercial, logistics, tax and customs information must reflect the actual transaction. It is prohibited to alter or tolerate any description, value, quantity, weight, origin, tariff classification, license, party, purpose, sale term or document with the intent to mislead an authority, customer or Tectril.

- preserve traceability from request and approval through performance and closure;
- use only approved versions and authentic documents;
- report discrepancies before filing, registration, shipment or customs clearance;
- not split, reclassify, route through third parties or redirect a transaction to avoid a control;
- retain evidence for the legal and contractual period.

12. Human rights and labor practices

Tectril does not tolerate child labor, forced labor, debt bondage, human trafficking, improper retention of documents, harassment, discrimination, violence or degrading conditions.

- respect dignity, freedom of association and applicable labor rights;
- pay and register workers as required by law;
- not charge unlawful recruitment fees or restrict freedom of movement;
- maintain accessible channels for concerns and protect against retaliation;
- apply proportionate controls over labor agencies and subcontractors.

13. Diversity, inclusion and respect

Hiring, assignment, compensation and professional treatment decisions must be based on legitimate criteria. Harassment, intimidation, humiliation or discrimination based on race, color, origin, nationality, religion, sex, pregnancy, age, disability, health condition, sexual orientation, gender identity or expression, marital status or any other protected factor will not be tolerated.

14. Health, safety and protected operations

The supplier must provide a safe workplace, assess risks, train people, provide appropriate equipment, investigate incidents and comply with applicable health and safety requirements.

- stop work in the event of serious and imminent danger;
- report any accident, near miss, damage, leak or unsafe condition related to the engagement;
- prevent work under the influence of alcohol or drugs that impair safety;
- control access, vehicles, cargo, hazardous materials and critical activities;
- maintain emergency and continuity plans proportionate to the risk.

15. Environment and sustainability

The supplier shall prevent pollution, use resources responsibly and comply with environmental licenses and obligations. Where applicable, it shall control waste, emissions, effluents, noise, energy and water consumption, hazardous materials and transportation impacts.

Environmental information provided to Tectril must be verifiable. Misleading environmental claims and concealment of relevant incidents are prohibited.

16. Privacy and personal data protection

Personal data must be processed only for legitimate, disclosed and necessary purposes, with an appropriate legal basis, access controls, security and retention. When acting as a processor, the supplier shall follow Tectril's documented instructions and shall not use the data for an incompatible purpose of its own.

- limit access to persons with a need to know;
- not share data with a subprocessor without applicable authorization;
- support the fulfillment of data subject rights and regulatory obligations;
- immediately report a suspected or confirmed incident;
- return, delete or preserve data as instructed and required by law.

17. Confidentiality, information security and intellectual property

Commercial, technical, tax, customs, financial, personal and strategic information must be protected according to its sensitivity. Credentials are individual and may not be shared.

- use information only for the authorized purpose;
- apply controls against loss, alteration, leakage and unauthorized access;
- not enter Tectril or customer information into unauthorized tools, including artificial intelligence systems;
- respect trademarks, copyrights, software, methods and trade secrets;
- maintain confidentiality after the relationship ends.

18. Quality, capability and continuity

The supplier shall perform services competently, with qualified personnel, appropriate resources and controls proportionate to the risk. It may not accept a deadline, scope or responsibility that it knows it cannot fulfill.

- follow specifications, service levels and acceptance criteria;
- control changes and communicate impacts before implementation;
- maintain contingency arrangements for critical activities;
- address nonconformities, causes and corrective actions;
- not replace a critical person, location, material or process without applicable authorization.

19. Subcontracting and third-party chain

Subcontracting does not transfer or reduce the supplier's responsibility. Where required by contract, any subcontracting shall be subject to Tectril's prior approval.

- select subcontractors using risk-proportionate due diligence;
- impose equivalent integrity, confidentiality, data protection, safety and recordkeeping obligations;
- monitor performance and correct deviations;
- report material changes in the chain;
- remain responsible for subcontractors' acts and omissions within the contracted scope.

20. Records, audits and preservation of evidence

Records must be complete, traceable and legible and retained for the legal and contractual period. Creating a false record, backdating, changing a version without traceability, concealing a document or destroying relevant evidence is prohibited.

Tectril may request questionnaires, documents, certifications, interviews, an action plan or an audit proportionate to the risk, subject to confidentiality, data protection, security and contractual limits. In the event of an investigation, audit, inspection or dispute, related disposal must be suspended.

21. Due diligence, monitoring and duty to update

Selection and monitoring may consider ownership and beneficial ownership, reputation, technical and financial capability, integrity, sanctions, conflicts, licenses, labor, environmental, tax, customs, cybersecurity and data protection matters.

- provide complete and accurate information;
- authorize checks permitted by law and contract;
- report any material change in control, beneficial ownership, license, sanction, investigation, conflict or incident;
- implement an agreed action plan;
- not retaliate against any person who cooperates in good faith.

22. Reporting questions and violations

Questions may be sent to Compliance at compliance@tectril.com.br. Suspected violations may be reported through the Integrity Channel on Tectril's official website or by email to canaldeetica@tectril.com.br.

A good-faith report may be made without conclusive evidence. The supplier shall preserve evidence, maintain confidentiality and refrain from conducting a parallel investigation that could compromise people or records. Email is not anonymous because sender data may allow identification.

23. Non-retaliation and cooperation

Retaliation is prohibited against anyone who raises a question or report in good faith, refuses potentially improper conduct, participates in an investigation or provides truthful information. Retaliation includes threats, punishment, loss of opportunity, detrimental change, intimidation or termination motivated by the report.

The supplier shall cooperate with legitimate investigations, respect confidentiality and due process, and report any attempt at interference.

24. Consequences and corrective measures

Non-compliance will be assessed according to its nature, severity, recurrence, cooperation, impact, and legal and contractual obligations. Measures may include guidance, a corrective action plan, training, enhanced controls, personnel replacement, suspension, withholding of a legitimately disputed payment, contract termination, remediation and reporting to authorities where appropriate.

No measure under this Code limits rights, duties or remedies established by law or contract.

25. Governance, approval and review

Tectril's Management approves this Code, and the Integrity and Compliance function coordinates its maintenance. It will be reviewed annually or whenever there is a relevant change in risks, structure, law or strategy.

The current version will be made available through official channels. Translations must preserve the same normative content. In the event of an interpretation discrepancy, and where permitted by the applicable relationship, the Portuguese version shall prevail.

Appendix I — Acknowledgment and Commitment

I acknowledge that I have received or been given access to Tectril's Supplier, Service Provider and Business Partner Code of Conduct and understand the standards applicable to the relationship.

I undertake to communicate its content to the persons and subcontractors involved, comply with applicable legal and contractual obligations, disclose conflicts and material changes, preserve records and report suspected violations in good faith.

I acknowledge that signing this statement does not replace the contract or create an employment, corporate, agency or exclusive relationship.

Legal name / Name: _____

CNPJ, tax ID or equivalent identification:

Representative's name and title: _____

Date: _____

Signature: _____

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