

# **Tide Maritime's Code of Conduct and Good Practices**

## MESSAGE FROM THE BOARD

To all TIDE employees:

This is **TIDE's Manual of Conduct and Good Practices**, which contains the principles and norms of moral and ethical conduct basic to carrying out TIDE's activities, in accordance with the highest standards employed in its field of activity.

This Manual should guide internal decision-making processes, the hiring of staff and third parties, contract management, relations with clients and contractors, always with the ultimate aim of enabling the company to develop fully and interact in an increasingly responsible manner with our clients, government authorities and society in general.

All TIDE employees must read, understand and respect the rules and principles set out here.

If you have any questions, TIDE's Integrity Manager will be happy to help you, via the following e-mail [ouvidoria@tidemaritime.com.br](mailto:ouvidoria@tidemaritime.com.br), so that this Manual can be used as a valuable and effective reference for your day-to-day life.

Cordially,

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**Gustavo Luiz Costa Marques de Sá**

Director of Tide Maritime Associados e S. M. Ltda.

## 1. INTRODUCTION

TIDE is committed to conducting its business and carrying out its tasks in compliance with the highest standards of integrity, in compliance with the law.

Therefore, the aim of this Manual is to ensure that all employees, suppliers and representatives of TIDE:

- ✓ Be up to date with the best commercial and administrative practices applicable to the market in which TIDE operates, and must therefore comply, in addition to Brazilian laws, with international standards and laws against corruption, in particular the American law (*Foreign Corruption Practice Act - FCPA*) and the English law (*UK Bribery Act*).
- ✓ Collaborate with the commitment to treat each other respectfully and maintain a good corporate environment.
- ✓ Always aim to provide high quality services to our customers and treat our business partners and competitors professionally.
- ✓ Understand that behaving in accordance with the law and the principles of free competition will allow us to carry out our activities honestly and be proud to be part of the TIDE team.
- ✓ Use this Manual as a practical guide to making correct and ethical choices when carrying out your duties.

All employees, service providers, suppliers, business partners and consortium members of TIDE and its parent companies, subsidiaries and affiliates, regardless of their hierarchy and position, wherever they are located, are subject to this Manual.

Remember that any unethical or illegal conduct may subject you to disciplinary action, including a warning, suspension without pay, dismissal from the company or termination of employment or contractual relationship, as well as other sanctions not specifically mentioned in this Manual. Therefore, please consult this Manual whenever you have any doubts or concerns about issues relating to compliance with the law or the definition of ethical and legal conduct.

If you have any questions about the Manual or how to deal with a particular situation, please contact TIDE's Integrity Manager, who will always be at your disposal to resolve doubts or discuss possible violations of this Manual.

## 2. DEFINITIONS

For the purposes of this Manual, the words below, when beginning with a capital letter, will have the meanings assigned to them below:

"Advance payment" is the amount made available to Employees and/or service providers (whose contract is in force) in order to meet specific and justified situations.

"Employee" is any person who belongs to the corporate or internal structure of TIDE or who holds any position or function in the company, such as partner, director, employee, trainee, collaborator and/or agent.

"Reimbursable Expenses" are all expenses and costs incurred directly by the Employees and necessary for the performance of their duties in TIDE, provided that they fall within the limits and rules established herein.

"Supplier" is any natural or legal person who carries out activities of production, assembly, creation, construction, transformation, import, export, distribution and/or commercialization of products and/or provision of services of any nature, including, without limitation, advice, consultancy and intermediation.

"Type A Suppliers" are Suppliers qualified and registered by TIDE which, due to the nature of the services provided or developed, are considered high risk to TIDE, such as agents, intermediaries, dispatchers, consultants, etc.

"Type B Suppliers" are the Suppliers qualified and registered by TIDE who, due to the nature of the services provided or developed, are considered to be of low risk to TIDE, such as suppliers of materials, rentals and other service providers of low added value and who do not act on TIDE customer contracts.

"Hospitality" means giving or offering facilities, travel, transportation, accommodation, meals and entertainment to third parties based on a social or business interest.

"Manual" means TIDE's Manual of Conduct and Good Practices.

"Gift" means a donation to a third party based on a social or business interest.

"Basic Principles" are those general principles and rules of conduct listed in item 7 of this Manual.



“Qualification” is the process aimed at verifying the Supplier’s suitability to comply with the principles established in this Manual and the legal rules applicable to TIDE, as well as the technical capacity to provide a given service or product.

“Subcontractor” means a natural or legal person accepting technical and financial responsibility for providing or preparing a product or service with the knowledge of TIDE.

“TIDE” means Tide Maritime Associados e Serviços Marítimos Ltda. and any and all affiliates, associates and/or companies under the common control of TIDE.

### **3. RESPONSIBILITY**

It is your responsibility as a TIDE employee:

- To understand and comply with this Manual, TIDE’s policies and business practices.
- To comply with all relevant laws and regulations.
- To seek advice whenever in doubt.
- To immediately report any suspected violation of the Manual to the TIDE Integrity Manager.

#### **Attention!**

When the right choice isn’t clear, always ask yourself:

- Is it legal?
- Is it allowed by the TIDE Manual, policies and practices?
- Is it the right thing to do?
- Would I be proud if my friends and family knew about my choice?

If you are still unsure or have other concerns, seek advice from TIDE’s Integrity Manager before taking action.



#### **4. REPORTING VIOLATIONS AND DOUBTS**

Everyone has a duty to help TIDE take appropriate action in the event of ethical problems.

If you become aware of behavior that violates or appears to violate this Manual, TIDE's policies or practices, you have the responsibility to immediately report this behavior via e-mail **ouvidoria@tidemaritime.com.br**. The communication can be made anonymously or identified.

You can also contact any member subject to the TIDE Integrity Manager to make your report. It is your duty to report any suspected violation of the Manual and the anti-corruption and anti-trust laws applicable to TIDE. Even if you don't know all the facts, share what you know about your suspicion.

No matter what form you choose, your question or complaint will be treated with the same degree of seriousness and importance.

#### **5. NON-RETALIATION COMMITMENT**

Any kind of retaliation against a person who makes a complaint in good faith will not be tolerated.

Acting in good faith means reporting conduct that you suspect violates the Manual.

We recommend that, when reporting, you disclose all the information in your possession so that the report is as complete and accurate as possible.

Anyone who retaliates against someone for making a notification in good faith will be subject to disciplinary action, including termination of employment, suspension without pay or dismissal from the company, as applicable.

#### **6. CONFIDENTIALITY OF INVESTIGATIONS**

The Integrity Manager will respond to all communications as soon as possible.

Information submitted to the Integrity Manager will be treated confidentially.

In some situations, external parties may be called in to examine the complaint further and conduct an investigation.

As a TIDE employee, you must cooperate fully with internal and external investigations and audits.



## **7. BASIC PRINCIPLES**

In carrying out TIDE's business and in contracting with any third party, TIDE and its Employees must observe the following fundamental principles:

- Act and achieve business objectives with responsibility, honesty, transparency, discipline, loyalty, legality, impartiality, efficiency and common sense;
- Preserve and protect the good name, assets, image and reputation of TIDE;
- Avoid any hiring causing a situation of conflict of interest of the person responsible for the contract with the interests of TIDE, and when it is not possible to avoid such a conflict, refrain from representing the company in the matter in question, reporting the fact immediately to the Integrity Manager.
- Respect the legal and regulatory rules, national and international, especially those related to anti-corruption applicable to TIDE due to the activities being carried out and the contracts entered into by it, as well as the rules established in this Manual.

## **8. CONFLICT OF INTEREST**

TIDE employees have a responsibility to act in the best interests of the company at all times. Therefore, we must not take part in activities that create conflicts between our own interests and those of TIDE.

We must report actual and potential conflicts of interest in writing to the Integrity Manager so that the conflict can be resolved or avoided. Conflicts of interest include those arising from financial interests, business opportunities, family and personal relationships.

You should never take personal advantage of a business opportunity if TIDE also has an interest in the opportunity, unless TIDE has turned down the opportunity.

## **9. INSIDER TRADING**

It is illegal, and prohibited by this Manual, for any employee or partner of TIDE to trade securities (shares) of any company using or taking advantage of important confidential information of that company, acquired during the course of their activities at TIDE ("Insider Information").



Inside Information is anything that could affect someone's decision to trade securities on the stock market and that is not generally known to the public.

Examples of Inside Information are: (i) mergers, acquisitions and consortia; (ii) significant contracts, including cancellations, renewals and amendments; (iii) administrative changes; (iv) government investigations; (v) undisclosed accounting results; (vi) lawsuits in progress and legal settlements.

#### **10. ACCOUNTING REGISTRATION**

All TIDE transactions, assets and liabilities must be recorded in the company's accounts in good time.

Sufficient supporting documentation must always be gathered for all the information entered in the TIDE books, records and accounts.

Records and supporting documentation may only be destroyed in accordance with current legislation.

It is forbidden to alter records, destroy them without authorization from the Board of Directors **and** the Integrity Manager or make changes to try to conceal illicit acts.

#### **11. ASSET AND DATA PROTECTION**

TIDE's telephones, e-mail and facilities should be used for business purposes only. On those occasions when you have to use a TIDE asset for personal use, do so sensibly and remember to keep the company's best interests in mind.

If you suspect fraud or misuse, you must report your suspicion to the Integrity Manager.

The intellectual property developed by the Employee in the course of his or her work for the company belongs to and constitutes an asset of TIDE, not of the Employee.

#### **12. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

In the course of your activities for TIDE, you may become aware of certain information (such as business partnerships, commercial proposals, strategic documents, price and conditions of service provision and the like), which is confidential and of high value to TIDE, and which must be treated with care.





TIDE's confidential information and information about customers and business partners must not be disclosed without the prior approval of the Integrity Manager and/or TIDE's Board of Directors (as applicable) and without the clear need for third parties to know about it.

In order to minimize the likelihood of involuntary disclosure of confidential information, make sure you take the necessary precautions in the course of your daily activities.

Use strong passwords and don't write them down or share them with third parties. Protect your computer and workstation and never leave your laptop or cell phone unattended, particularly during business trips.

When circulating confidential information and documents, whether by e-mail or otherwise, take all necessary measures to signal the degree of confidentiality of said documents and information to their recipient, making it clear that they should not be forwarded and/or reproduced indiscriminately.

Make appropriate use of TIDE's and third parties' intellectual property, obtained lawfully and in accordance with the relevant laws, contracts and regulations.

Irregular and/or unauthorized disclosure or use of TIDE's confidential information and/or intellectual property may result in disciplinary measures, including termination of employment or dismissal from the company, as applicable.

### **13. PROTECTION OF EMPLOYEES' PERSONAL INFORMATION**

TIDE is committed to maintaining the privacy and security of its employees' personal information.

Employees who have access to or work with the personal information of other TIDE employees are responsible for handling this information with care and must take all steps in their power to ensure its confidentiality.

Examples of personal information: (i) number of bank accounts; (ii) insurance records; (iii) social security number; (iv) labor files; (v) medical records; (vi) accounting or expense records; (vii) union membership.

### **14. HIRING EMPLOYEES**

Any and all hiring of Employees will always be carried out by TIDE's administrative-financial department, will comply with the Basic Principles and will follow the step-by-step procedure

described in this Section.

**BODY RESPONSIBLE FOR HIRING:**

The administrative-financial department will be the internal body responsible for investigating the profile, background, experience and suitability of potential new Employees for the principles referred to in this Manual and the requirements for the position, position or function of Employee.

**REQUIREMENTS:**

The following are requirements for appointment to the post, position or function of Collaborator: (a) have an unblemished reputation; (b) not be barred by special law from acting in the respective office, position or function; and (c) not have been convicted, in a final and unappealable case, of a crime involving bankruptcy, malfeasance, bribery, concussion, embezzlement, against the popular economy, public faith or property, or of a criminal penalty that prohibits, even temporarily, access to public office.

The potential new employee will undergo a prior minimum investigation process and appropriate questioning, with the aim of determining whether the person being evaluated meets the above-mentioned requirements and whether there is a reasonable expectation that they share the same values and principles of integrity adopted by TIDE.

Investigating the profile, background, experience and suitability of potential new employees or partners for TIDE's internal policies and expectations is the responsibility of the person appointed internally for this role or the outsourcer to whom this responsibility has been delegated to carry out the service, and in any case the legal means for carrying out this investigation must be observed.

After analyzing CVs, checking references and obtaining other information from internet search engines, databases and the media, the person in charge of selecting employees should schedule a personal interview.

**QUESTIONNAIRE:**

After the steps specified above, the potential candidate must complete the *TIDE Admission Questionnaire* and will be evaluated by the TIDE Board of Directors in accordance with the principles established in this Manual and taking into account their efficiency, the convenience



and real need for the hiring and also any impediment to said hiring.

**APPROVAL:** The TIDE Board of Directors will make the final decision on hiring a new employee.

## **15. HIRING SUPPLIERS**

Any hiring of Suppliers will always be conducted by TIDE's administrative-financial department, observing the Basic Principles and following the step-by-step procedure described in this Section.

### **REQUIREMENTS:**

Suppliers must be persons or companies of good repute, legally established, whose partners and/or administrators are persons of unblemished reputation and who are not legally prevented from exercising the respective function or occupying the respective position nor have been convicted, in a final and unappealable process, of a crime of bankruptcy, malfeasance, bribery, concussion, embezzlement, against the popular economy, public faith or property, or of a criminal sentence that prohibits, even temporarily, access to public office.

### **QUESTIONNAIRE:**

The Employee responsible for appointing or hiring the Supplier must complete the *TIDE Supplier Hiring Questionnaire*, according to the Supplier's exposure risk assessment (Type A for high risk and Type B for low risk, according to the definitions in item 2 above).

### **FORMAL HIRING REQUEST:**

Once the *TIDE Supplier Hiring Questionnaire* has been completed and the requirements for hiring Suppliers have been met, the Board of Directors can be asked to hire the respective Supplier.

The potential new Supplier will be evaluated in accordance with the principles established in this Manual and taking into account its efficiency, the convenience and real need for the contract and also any impediment to said contract.

**APPROVAL:** The TIDE Board of Directors will make the final decision on hiring a new employee.

### **CONTROL OF ONGOING CONTRACTS:**

TIDE's administrative-financial department will keep a close eye on the progress and activities



of the hired Supplier, in order to ensure faithful compliance with the contract and the general principles set out in this Manual.

It must also obtain from the Supplier a declaration that it (a) strictly observes the legal and regulatory rules, national, foreign or international, applicable to its specific activity and, in particular, Law No. 12.846/2013, as amended; and (b) agrees with all the rules of conduct applicable under this Manual.

#### **REGISTER OF SUPPLIERS:**

The administrative-financial sector will keep a register of all TIDE's suppliers in order to maintain a record of suitability and performance for future contracts and to mitigate risks and operational and financial losses.

#### **ADDITIONAL PRINCIPLES APPLICABLE TO HIRING SUPPLIERS:**

TIDE's relationship with the Supplier must allow gains for both parties, through continuous development and innovation, the supply of quality goods and services at a compatible cost and on commutative terms.

The administrative-financial sector must have broad access to the documents submitted by the Supplier at the qualification stage.

#### **SUBCONTRACTORS:**

All the rules set out in this Manual will apply to Subcontractors who receive indirect payment from TIDE, and it is up to the administrative-financial sector to assess compliance with the rules contained herein.

#### **16. ADVANCE PAYMENTS TO EMPLOYEES AND SUPPLIERS**

Advances of funds to Employees and Suppliers must comply with the Basic Principles and be subject to the approval and control procedures to be carried out by TIDE's administrative-financial department, with a view to guaranteeing the transparency, suitability and integrity of all information related to them.

#### **DESTINATION:**

The funds made available as an advance should be used strictly for emergency purchases



(emergency travel expenses fall into this category, provided they are also approved in accordance with the guidelines of the expense reimbursement policy). This must be proved within 5 (five) days of the date of receipt, by submitting the accounts with the corresponding tax documents.

**SEALED:**

Under no circumstances may the funds made available as an advance be used for payments of the following types:

- Payment for labor of any kind;
- Payment of service invoices;
- Payment corresponding to the purchase of fixed assets;
- Payment of rent of any kind.

**LIMITS OF JURISDICTION:**

Any advance payment requested must be approved in accordance with the competent limits set out below:

- Up to R\$ 5,000.00 (five thousand reais) for the administrative-financial sector.
- Value in excess of R\$ 5,000.00 (five thousand reais) by the Board of Directors or the person it expressly appoints.

Advances can only be made if the applicant has no outstanding payments from previous advances. If the Employee or Supplier has any outstanding debts, the advance will only be granted with the express authorization of the Board of Directors, regardless of the amount.

**PROCEDURES FOR GRANTING THE ADVANCE:**

The advance will be granted upon written request from the requesting Collaborator and/or Supplier, containing the justifications for such request.

If the advance payment is requested by Suppliers, the Employee responsible for managing the respective contract will sign a "Terminum of Responsibility", declaring themselves responsible: (i) for the correct use by the Supplier of the funds advanced for the purchase or provision of the service for which the advance was intended; and (ii) for the refund of the amount advanced, should said purchase or provision of services be frustrated.



**ACCOUNTABILITY:**

The accounts must be rendered:

- To indicate the expenses according to the classes for each type of expense;
- To contain all the expense receipts and forward them to the administrative-financial area for checking and the respective write-off in the system, with a precise description of the use of the advance.

Only original supporting documents with fiscal effect in accordance with the legislation in force in Brazil will be accepted in the rendering of accounts.

The maximum period for accounting for the advance is 15 (fifteen) days from its release by TIDE's administrative-financial department. Failure to provide accounts within this period will result in any further requests being blocked in the applicant's name and may result in a deduction from the applicant's payroll.

**DEADLINE FOR RELEASE OF ADVANCE:**

The advance will be paid within two (2) working days of receipt of the request by the administrative-financial department and of the term of responsibility signed by the Supplier and/or the requesting Employee, if applicable.

**WRITING OFF THE ADVANCE:**

It is the responsibility of the administrative-financial sector to monitor and collect the accounts, as well as to write them off and make the appropriate deductions, in accordance with the applicable legislation. In the case of a Supplier, the procedure should be similar, with the discount occurring on the next payment to be made to the Supplier.

**17. REIMBURSEMENT OF EXPENSES**

Any procedure for reimbursing expenses must be carried out in compliance with the Basic Principles and the rules set out in this Manual.

**REQUEST FOR REIMBURSEMENT:**

Any request for reimbursement of expenses must be made within 15 (fifteen) days of the expense being incurred and must be duly accompanied by the original supporting





documentation. Supporting documentation for expenses is understood to be documentation that has fiscal effect in accordance with current legislation in Brazil.

If, for some duly justified reason, the account cannot be rendered within the above period, the Collaborator/Supplier requesting reimbursement will have up to 30 (thirty) days to do so.

Expenses referred to as “daily”, “general” or predefined amounts will not be accepted, and all accounts must be signed by the requesting Collaborator/Supplier.

**LIMITS OF JURISDICTION:**

Every reimbursement request made must be approved in accordance with the limits defined below:

- Up to R\$ 5,000.00 (five thousand reais) for the administrative-financial sector;
- Value in excess of R\$ 5,000.00 (five thousand reais) by the Board of Directors or the person it expressly appoints.

**REIMBURSABLE EXPENSES:**

Airline Tickets. For accounts relating to the reimbursement of airfare expenses, it is mandatory that (i) the payment by the Collaborator/Supplier was made as a matter of extreme urgency and necessity, duly justified, and (ii) the original e-ticket and the corresponding boarding passes are attached to the application. Departure and return dates should be scheduled according to the requirements of the job, in order to avoid additional costs in terms of accommodation and airfares.

The flight class to be used when working for TIDE, as well as during training, is “economy”. Exceptions to this rule must be approved by the Board of Directors.

Under no circumstances will airline tickets purchased with mileage be refunded.

Taxi. Cab fares will be reimbursed on presentation of an original receipt, without any kind of erasure. The accounts must describe the routes traveled and the days and times the cabs were used.

Hosting. For accounts relating to the reimbursement of accommodation expenses, it is mandatory that (i) the payment by the Collaborator/Supplier was made as a matter of extreme urgency and necessity, duly justified, and (ii) the detailed hotel invoice is attached to the application, containing the list of expenses and consumption. The nights to be reimbursed are



the standard “standard” and have a limit of R\$300.00 (three hundred reais) per night.

Reimbursement is allowed for minibar expenses, as long as they are for the consumption of non-alcoholic drinks, dinner (limit of R\$70.00) and breakfast (limit of R\$15.00 only for apartments or hotels where breakfast is not included in the daily rate).

Dinner. Dinner expenses will be reimbursed up to a maximum of R\$70.00 (seventy reais) per meal per person, and only expenses incurred on trips or when clients are participating are eligible for reimbursement, where the nature of the dinner was carried out for the purposes of representing TIDE.

Dinners may also be reimbursed when there is a situation in which the activity of the Employees/Suppliers requires them to stay overnight.

In this case, for this expense to be eligible for reimbursement, it must only be incurred after 7pm.

Other Expenses. If there is any type of expense incurred by the Collaborator/Supplier that is not specified above, its reimbursement will be approved at the discretion of the Board of Directors, in writing.

## **18. RELATIONSHIPS WITH THIRD PARTIES**

TIDE is subject to domestic and foreign laws governing bidding procedures, accountability for acts of corruption, prevention of violations of the economic order and related matters, including, without limitation, Law No. 8666/03, Law No. 12.529/11, Law No. 12.846/13, Decree No. 8.420/14, the US Anti-Corruption Act (*Foreign Corrupt Practices Act - FCPA*) and the UK Anti-Corruption Act (the *UK Bribery Act*).

Accordingly, TIDE does not allow any employee, partner, service provider or counterparty in a business relationship to pay bribes or use any other means to unduly influence the decisions of third parties, including clients, potential clients or public officials.

Civil servant means: (i) any officer, agent or employee, appointed or elected, of a national or international government, department, agency or public body, including companies wholly owned or controlled by the State; (ii) any natural person who, although temporarily or without receiving payment, holds a public office, employment or function; (iii) any candidate for political office; (iii) any officer or employee of a political party; or (iv) any political party.

Bribes can, in certain circumstances, take other forms than cash payments:



- Trips or entertainment, if they are luxurious, frequent or habitual;
- Passing on part of the amount received in a contract to the public servant who awarded the contract;
- Any gift given to a public official;
- Charitable donations;
- Job offers;
- Loans;
- Donations to political parties or entities and associations with political purposes.

There is no minimum value for what constitutes a bribe.

No TIDE Employee, Supplier or service provider may authorize, provide or offer anything of value, even indirectly, to a public servant, company or individual in order to obtain or maintain business, gain influence or gain any advantage for TIDE or its client, under penalty of punishment and denunciation.

TIDE employees are also prohibited from accepting any kind of undue personal consideration or requesting any value from suppliers or other third parties.

#### **WHAT MAY BE CONSIDERED "INDUCED ADVANTAGE" FOR THE PURPOSE OF UNDERPAYMENT**

The expression "undue advantage" covers, among other things, irregular payments or offers of goods made with the intention of: (i) influencing a desired action; (ii) inducing an act in violation of a regular obligation; (iii) causing a person to refrain from acting in violation of a regular obligation; (iv) obtaining preferential treatment; and (v) obtaining confidential information about a business opportunity, among others.

#### **Debureaucratization Payments ("Urgent Fees")**

It is expressly forbidden to make small payments to civil servants whose duties are essentially routine or bureaucratic, in order to speed up or guarantee the completion of routine procedures.

If you are asked or feel pressured to make a facilitation payment, contact the Integrity Manager immediately.



#### **INDIRECT PAYMENTS**

When a third party makes a payment on behalf of a company, that payment is considered to have been made by the company itself.

If a public official recommends or suggests the hiring of a representative, supplier, subcontractor or business partner, due diligence must be carried out before such an individual is hired.

#### **MONEY LAUNDERING**

It is the mechanism by which illegally obtained funds are transferred in an apparently legal way to hide their criminal origin.

It is expressly forbidden for any TIDE Collaborator or Supplier to make any payment or receive any amount for the purpose of concealing criminal origin and laundering money.

If you suspect this is happening, contact the Integrity Manager immediately.

#### **BIDDING**

If a public or private agent offers access to a tender notice that has not yet been disclosed to the general public, as well as any other type of confidential or privileged information related to the tender process, Employees must not accept such an offer.

Accepting offers of this kind constitutes an illegal act, as provided for in the Manual and in Law No. 12.846/13, because by obtaining such information or the public notice before it is made available to the other participants, the competitive nature of the bidding procedure could be defrauded or frustrated.

#### **19. PENALTIES FOR BREACHING THE ANTI-CORRUPTION AND COMPETITION LAWS DEFENDING COMPETITION**

Violation of any of the anti-corruption and anti-trust laws will result in the initiation of criminal proceedings against the Collaborator or Supplier involved, as well as civil and administrative liability for TIDE, through the imposition of fines in amounts corresponding to the percentages of 1% to 20% of its gross turnover in the last financial year, a ban on receiving incentives, subsidies or loans from public bodies for a period of 1 to 5 years, suspension or partial interdiction of its activities, a ban on participating in bidding processes and entering into





contracts with the public administration, irreparable damage to TIDE's reputation, among others.

Even if the Employee or Supplier did not intend to carry out any unlawful act, contrary to the applicable anti-corruption legislation, TIDE has strict liability, which means that **every time** that unlawful conduct is identified by any Employee or Supplier, TIDE may incur a fine and/or other sanctions.

## **20. HOSPITALITY, ENTERTAINMENT AND GIFTS**

It is forbidden to give or receive any gift, accommodation, hospitality, entertainment or other benefit that creates the feeling of obligation or consideration on the part of the recipient. Such activities are illegal in many countries.

Gifts, entertainment and hospitality should not: (i) be solicited; (ii) take the form of securities, precious metals or objects readily convertible into cash; (iii) be incompatible with conventional business practices; (iv) be offered to influence a business decision; (v) violate applicable regulations.

TIDE Employees may not receive gifts in kind or equivalent, regardless of their value, which create a feeling of obligation in the Employee that could in any way compromise the Employee's professional judgment.

TIDE may, however, promote corporate events that have the connotation of promoting the sector and activities related to its corporate purpose. To this end, it may invite its clients, Suppliers and people with an active participation in the sectors in which TIDE operates to such events.

Any invitation, dinner, entertainment or hospitality must be substantiated and previously approved by the Board of Directors and will be limited to the value of US\$150.00 (one hundred and fifty United States dollars) or the equivalent converted into Reais.

For invitations, dinners and entertainment above this amount, the Employee responsible must submit a request to TIDE's Integrity Manager for approval. Such requests may not be made more frequently than once a year to the same recipient, who may not be a civil servant.

## **21. PROTECTING FREE COMPETITION**

TIDE must compete fairly and win contracts and business legally and ethically, and must never



engage in anti-competitive behavior, including through formal or informal agreements that characterize cartelization.

TIDE Employees must ensure that TIDE: (i) does not make formal or informal agreements with third parties to fix prices; (ii) does not collude with third parties to rig bids; (iii) does not boycott certain customers and suppliers because of agreements with third parties; (iv) does not share information on prices, profits or margins with competitors or competitors of its customers; and (v) does not agree with third parties to divide territories and markets.

Limit your interactions with competitors as much as possible and avoid conversations about ongoing projects. If a competitor starts such a conversation, end it immediately.

## **22. MEDIA RELATIONS**

TIDE's internal policy is to avoid relations with the media altogether. In exceptional cases where there is a need to speak publicly on behalf of the company, this task will fall exclusively to its legal representatives appointed by the Board of Directors.

If you are approached by any media outlet or third party about a TIDE client or internal matter, you must say that you are not authorized to comment on the matter and notify the Board of Directors of such an approach.

Do not grant interviews to media outlets or expose TIDE on social media without prior authorization from the Board of Directors.

Always be careful when making comments on social media, in particular comments about TIDE's business, customers and business partners, and avoid using inappropriate websites.

If you have any questions, please contact TIDE's Integrity Manager.

## **23. POLITICAL AND CHARITABLE CONTRIBUTIONS**

It is strictly forbidden to use TIDE funds, directly or indirectly, whether in the form of money or anything else of value, to make financial or non-financial donations or contributions to political parties, political party members, public officials or entities.

Charitable contributions, of a strictly social nature, at the request of or for the benefit of charitable entities or agents, whether public or private sector, will only be made in exceptional cases and subject to the prior and express consent of the Integrity Manager **and** the TIDE Board of Directors. Such charitable contributions must be made correctly and lawfully,





respecting the Basic Principles and procedures described in this Manual, as well as the applicable laws and regulations.

TIDE's administrative-financial department must rigorously keep track of all the financial resources that have been donated, as strict accountability for donations may be required at any time, whether by internal or external audits, or even legal proceedings or police investigations.

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#### TERM OF KNOWLEDGE AND RESPONSIBILITY

I hereby declare, for all legal purposes, that I have read and am fully aware of the Manual of Conduct and Good Practices of **TIDE MARITIME ASSOCIADOS E SERVIÇOS MARÍTIMOS LTDA.**, a limited company with its registered office in the City and State of Rio de Janeiro, at Avenida Ataulfo de Paiva, nº 226, sala 501, Leblon, CEP 22440-033, registered with the CNPJ/ME under no. 07.669.035/0001-67 and I hereby irrevocably and irreversibly undertake to observe all the principles and rules contained in the aforementioned Manual when carrying out my duties and activities, under penalty of being subject to the applicable legal and disciplinary measures.

Rio de Janeiro, \_\_\_\_ of \_\_\_\_ of 202\_\_.

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Full name:

Company:

Position/Dept.: