



# ***Code of Conduct***

***Commitment to acting ethically  
with integrity and transparency***



11/2016



# Code of Conduct

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## Responsibilities

Team members of Braskem, in their daily activities and in the development of their respective Action Programs, are responsible for acting ethically with integrity and in a transparent manner, in accordance with the requirements defined in this Code of Conduct.

Occasionally, Braskem's Members may come across situations where it is not clear whether an action is acceptable or not. Laws, culture and practices are different in each country, and even in different regions of the same country. The guidelines contained in this document allow a member to evaluate and identify a large number of these situations, avoiding behaviors considered unethical, but do not necessarily detail all of these situations.

Members should understand and undertake to fully comply with our Code of Conduct and be aware that deviations from its provisions, whether by action, omission or complacency, hurt society, may violate laws and damage the image and reputation of Braskem.

Members must comply fully with the Code of Conducts provisions, in all situations and circumstances that are directly or indirectly described regardless of a signature of any kind of contract.



Thus, if the Member has doubts about what conduct to take while facing a possible questionable situation within Braskem or with third parties, they should bring the matter to the knowledge of their direct Leader, openly and sincerely, until the doubt is remedied. Ignoring, omitting or claiming ignorance is not an acceptable behavior.

In the event of any discomfort in discussing or positioning the situation with their Leader, or if the Member has reasons to remain anonymous in reporting a possible violation of Braskem's Code of Conduct or policies, he / she should report the situation to their Compliance Officer or to the Braskem Ethics Line, through the tools available on the Internet and online phone number, as described below:

- Hotline: personal attendance available 24 (twenty four) hours a day, 7 (seven) days per week. The system provides information about how possible Code of Conduct violations should be reported through the following contact telephones:



Germany for 0800 183 0763



Brazil for 0800 377 8021



United States for 1 800 950 9280



Holland for 0800 022 7714



Mexico for 01 800 681 6940

- Reports through the Internet should be made through the Braskem View portal [www.ethicslinebraskem.com](http://www.ethicslinebraskem.com)

The Ethics Line is made available so that Team Members, Clients, Third Parties and the public can, in a safe and responsible manner, support Braskem's efforts to sustain a safe, ethical, trustworthy, transparent and productive corporate environment. Members may also contact the Braskem Compliance team.

Retaliation is neither permitted nor tolerated against a Member who reports in good faith a concern about a conduct or suspected noncompliance with the guidelines set forth in the commitment defined in this document.

## **1.1. Respect of laws**

An operation in accordance with applicable laws and regulations enhances the shareholders' moral and material equity and contributes to socioeconomic and corporate development in the sectors and countries where Braskem operates.

Therefore, in the development of their Action Programs, Braskem's Members must respect and obey the laws, regulations, practices and good customs of each country or region in which they operate.

The dynamic business context in which Braskem operates imposes the behavior of Members, which goes beyond the text of the law.

Members must preserve the spirit of laws and regulations, meeting the highest standards of ethics, integrity and transparency, and preventing even the appearance of improper acts.

This responsibility also involves the adoption of appropriate measures, when they are aware of irregularities that may compromise the reputation or interests of Braskem.

Although there may be arguments about cultural conditions or usual market practices, Members should always act on the basis of the TEO Principles and Concepts and the specific guidelines set forth in this document and in its developments. Therefore, Members must act in an ethical way that contributes individually and collectively to necessary changes in markets and environments, where there may be inducements to deviations in this conduct.

Doubts as to the legality of a conduct should be clarified with the Legal Officer of one's Business Unit or with the Legal RAE.

## 2



## Work environment

Relations between Members must be guided by cordiality, discipline, respect and trust, influencing and being influenced, and in the search for what is right, regardless of the function they perform.

Leaders should assure their Team Members of a work environment free of innuendo or discrimination, avoiding possible personal constraints of any nature.

Equity in treatment among Team Members is essential for their development and enabling them to contribute to Braskem and to build a just, prosperous and inclusive environment.

Diversity in work environments contributes to the acknowledgement and respect for the different identities of gender and sexual orientation, religions, races, cultures, nationalities, social classes, ages and physical characteristics, and harnesses the potential from the positive aspects of the differences between people.

All Members shall be treated fairly and equitably with respect to their differences and shall not endure discrimination of any kind.

In work situations, wherever they occur, Team Members, in addition to complying with the legal requirements of each location, must respect internationally recognized human rights, including, but not limited to:

- be treated with dignity;
- acknowledge the Value of all people;
- the right to life and freedom;
- the right to privacy;
- freedom of opinion and expression;
- freedom to associate;
- the right to work and education.

Human rights must be respected for their universality, for applying equally and with no discrimination to all persons, for inalienability, since no one can be deprived of these rights, and for their indivisibility, insofar as they are interrelated and interdependent.

The use of the Leader position or the abuse of any privileged position to request favors or personal services from Leaders to Team Members is not allowed nor is the abuse of power or authority by a Leader likely to result in actions by its Leaders in conflict with existing laws and regulations. Intrusion into people's private lives is not allowed either in the workplace or outside it.

The use of alcoholic beverages and drugs in the workplace is prohibited as well as the entry into Braskem premises of persons in a state of intoxication or under the influence of substances that inhibit their behavior which may affect the safety and activities of other persons.

The commercialization and exchange of goods or services of private interest in Braskem's premises is prohibited.

## **2.1. Opportunities**

Everyone at Braskem should have equality in job opportunities.

Thus, in the procedures for identifying, contracting, assigning challenges and responsibilities, development and training opportunities, performance evaluation, definition of remuneration and benefits, and other practices, the necessary requirements and the personnel merit, expressed in the results of the their work, Team Member's personal and professional qualifications and their potential shall prevail.



## 2.2. Work conditions

Work is a dignified activity in which the activities of a Team Member, such as the spirit of service, the capacity and the desire to evolve and the will to overcome results are valued.

Therefore, forced labor or work in similar conditions, child labor, sexual exploitation and trafficking of human beings in Braskem's activities, or in the activities of agents or business partners in its value chain, are neither allowed nor tolerated.

## 2.3. Harassment

Harassment, in all its forms, violates trust and respect among Members.

Therefore, threats, moral or sexual harassment of any kind are not tolerated. Also, situations that constitute disrespect, breach of privacy, intimidation or threat in the relationship between Members, regardless of their responsibilities, are not tolerated.

Harassment is the practice of abusive conduct committed by one or more persons against an individual, usually in a repetitive and prolonged manner, in order to coerce, humiliate, disrespect, depreciate or embarrass him/her within a work environment.

Sexual harassment is when someone in an advantaged position uses that condition to coerce or offer benefits to an individual to gain advantage or sexual favor.

## 2.4. Health, safety at work and environment

Leaders have the duty to promote their own health and to support their team members in this regard, as well as to promote operational safety and environmental conservation in the communities in which they operate.

Braskem's members must know and comply with the requirements related to environmental protection, safety at work, their own health and other Members', subcontractors' and to the health of other people directly involved in their activities.

Members must comply with legal requirements and those established by Braskem to control the risks to health, safety and to the environment that may occur in internal and external environments and in communities, as a result of Braskem's activities.

In the case of accidents and resulting inspections involving Braskem, its suppliers or Clients, those Members who first have contact with the incident or with the public authorities have the duty to promptly communicate, and then also in writing, to the internal officers in Braskem responsible for work and/or environment safety, as necessary, as well as to their immediate Leaders.

Members should not preclude the entry or hinder the work of tax inspectors, environmental inspectors or labor tax auditors at Braskem's premises. The monitoring of such authorities, however, must be carried out by qualified and trained members for this purpose.

## **2.5. Assets use and protection**

Braskem's members must act to add value to the assets entrusted to them and to use them for actions related to Braskem's interests.

Members shall ensure the preservation and protection of Braskem's tangible and intangible assets, which include data, information and intellectual property, facilities, machinery, equipment, furniture, vehicles and securities, among others.

Information technology resources, such as telephone, e-mail, Internet access, software, hardware and other equipment, made available to Members, should be used to meet their work needs.

The use of information technology resources made available by Braskem, such as telephone, e-mail and internet access, for particular subjects should be done in a conscious and measured manner.

The data, records and information produced by Members and physically maintained or in Braskem's information systems are the exclusive property of the Company. Members must be aware that Braskem has access to Internet usage records, e-mails and other information stored on its computers, as well as records of the use of fixed and mobile telephony resources, so there should be no expectation of privacy when using these resources.

## 2.5.1. Identification, Maintenance and Safeguarding of Records

The existence of sound and reliable records and information systems is fundamental for a transparent action that strengthens the relationship amongst Members Customers, Shareholders and Third Parties.

Members, while performing their work, produce, receive, and transmit in different forms, various types of data, records and electronic or printed information that must be properly identified, maintained and protected. It is the Members' duty to identify, maintain and safeguard the records for at least the specific period required by applicable law, regulation or legal process or for the time necessary for the development of Braskem's business activities.

The destruction of records relating to a judicial summons, out-of-court notification, or that are relevant to an investigation or litigation may, even inadvertently, cause injury to Braskem. If a Member has doubts as to whether a particular record is related to an investigation or litigation, or a summons, or on how to preserve particular types of records, he/she must preserve the records concerned and refer to the Legal Officer of his/her Business Unit to determine the course of action to be taken.

Records must be kept at Braskem's premises or externally, at appropriate locations for this purpose. No records related to Braskem shall be kept in Members' homes or any other inappropriate place permanently or for an extended period of time.

Under no circumstances may Braskem's records be selectively destroyed in order to impair its availability for use in a legal or investigative proceeding. Therefore, from the awareness of a subpoena, investigation or judicial proceeding, Members must immediately preserve the records that may be related to the subject.

Members must respect the information security of Clients and suppliers by keeping their records, information, operations, contracted services, etc. confidential.

## 2.5.2. Personal Information Protection

Members or Third Parties who, on behalf of Braskem, need to use, access, collect, store, alter, disclose, transmit or destroy personal information of Members or other persons in the possession of Braskem, shall act in strict compliance with the laws and regulations

in force, regarding the integrity and confidentiality of a person's private information.

Personal information is understood as information that may be used to directly or indirectly identify a person, including, but not limited to, the name, address, phone numbers, physical attributes, e-mail, as well as any information that may be associated with the person, such as health data, dependents, properties, financial situation, performance and behavioral evaluations, among others.

Personal information of Members and other persons held by Braskem must be protected against unauthorized loss, theft, access, use, disclosure, reproduction, alteration or destruction. Personal information should be used in a restricted manner, ensuring:

- that only necessary information will be collected;
- that it is used for the purposes for which they were collected, except when the person himself/herself consents to a different use;
- security, veracity, accuracy of information;
- people's right to privacy; and
- that only authorized personnel handle it, by virtue of their professional activities, having access to the personal information as required.

### 2.5.3. Confidential and Privileged Information

Members must preserve and guarantee the confidentiality of Braskem's information that:

- if improperly disclosed, may be useful to competitors or harmful to Braskem, its Clients, or Third Parties; and
- may be important for an investor's decision to buy, sell or keep Braskem's securities or the ones belonging to business partners.

Members, Shareholders or Third Parties who during the course of their work become aware or have access to confidential and privileged information on Braskem shall not:

- negotiate or trade Braskem's shares or the ones belonging to Third Parties based on this information;
- disclose them to Third Parties, who may, based on this information, negotiate or trade shares owned by the Company or its Third Parties; and
- disclose confidential information in the interaction with family members and friends.





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## *Relationship with customers*

The satisfied customer is the foundation of Braskem's existence. Therefore, the basic principle of the Members' corporate action must be to serve the Clients, anticipating their demands and meeting their expectations with emphasis on quality, productivity and innovation, with social, community and environmental responsibility, and with full respect for the laws.

Members are prohibited from promising, offering or giving, directly or indirectly, advantages, favors, Gifts, Entertainment or any Item of Value to employees or persons representing Braskem's Customers for the purpose of influencing, securing or rewarding them for a decision that benefits Braskem and/or aims to obtain an Improper Advantage.



# 4

## *Relationship with shareholders and investors*

Braskem's shareholders expect that the Leaders:

- practice the TEO Principles and Concepts in their business actions, serving and gaining the Trust of its Customers, with a focus on sustainable development;
- contribute to the consolidation of the good image and reputation of Braskem;
- generate moral and material wealth, reflected in the continuous economic valuation of their tangible and intangible assets and in the increasing and consistent return of their investment.

Other Investors should be satisfied with the adequate return of their investments and with the safe valuation of their assets invested in Braskem.

The relationship with all Shareholders and other Investors should be based on accurate, transparent, regular and timely communication of information that allows them to monitor Braskem's performance and trends, especially those that impact tangible and intangible results.

Thus, each Member must ensure that the information resulting from their activities is being produced and organized in a way that can be made available to the Members responsible for communicating with Shareholders and other Investors.

5

## Transaction with related parties



Transparency and open communication are fundamental in all relationships of trust, including relationships with related parties.

Related parties are any individuals or legal entities that fall into one of the following situations:

- hold common shares of Braskem or can exercise a Significant Influence over it;
- being directly or indirectly, Controlled by, Controlling or being under the common control of a shareholder exercising Control or a Significant Influence over Braskem;
- being a Key Person, or his/her Close Relative, of Braskem, its Controlled company, Controller Company or any legal entity that exercises a Significant Influence over Braskem;
- being a Controlled Company, jointly or individually, by or under the Significant Influence of any person mentioned in the above item;
- being a Controlled Company, which has a shareholding stake exercised by Third Parties;
- the following principles must be respected:
  - competitiveness (prices and conditions of services compatible with those practiced in the market);
  - compliance (adherence to the terms and contractual responsibilities practiced by Braskem, as well as appropriate controls on information security);
  - transparency (adequate reporting of agreed terms, as well as their impact on Braskem's financial statements); and

- equity (establishment of mechanisms to prevent discrimination or privileges and practices that preclude the use of privileged information or business position for individual benefit or to benefit third parties).

Transactions between related parties include and are not limited to the transfer of resources, services or obligations between the Company and a related party, regardless of whether a price is charged in return or not.

Transactions between Braskem and related parties must take the following steps, without prejudice to others that may be defined through specific Company's procedures:

- the transaction between related parties must be independently negotiated, with the purpose of prioritizing Braskem's interests and optimizing social results, adopting a fair treatment to all shareholders;
  - the decisions must be taken in a reflected and reasoned manner, adopting the instruments that ensure their transparency;
  - the transaction between related parties must be concluded in writing, specifying in the respective instrument its main conditions and characteristics, such as the form of contracting, prices, terms, guarantees and main rights and obligations;
  - the transaction amongst related parties shall be approved by the Board of Directors, if applicable, for any of the events provided for in its bylaws and/or shareholders' agreement, and in such cases, be submitted to the Compliance Committee's analysis.
- The manifestation of the Compliance Committee regarding the feasibility, benefits and convenience of the transaction amongst related parties will have a technical and guiding character by the Board of Directors and will not generate a binding effect;
  - If requested by the Compliance Committee, any person bound by this document and deemed to be a related party may be invited to attend the respective meeting of said Committee, in order to clarify their involvement and to provide information on the transaction amongst related parties.
- if a shareholder or a Key Person at Braskem, from his/her Controller or Controlled Companies, is in conflict of interest in a certain transaction amongst related parties, he/she shall inform such situation and refrain from participating in the negotiation and decision-making processes related to the transaction amongst related parties. Any other Member who becomes aware of a conflict of interest should report the potential conflict with the aim to resolve or eliminate the conflict;
  - both the Compliance Committee and the Board of Directors, as the case may be, shall receive complete written information on the main characteristics and conditions of the transaction between related parties, such as form of contracting, price, terms,



- guarantees, subcontracting conditions, rights and obligations, specific clauses such as exclusivity, non-competition and any others relevant to the decision-making process, as well as the alternatives considered by the administration;
- the approval of the remuneration to Braskem's Administrators is not characterized as a transaction amongst related parties for the purposes of this document.

The transaction amongst related parties is prohibited when it:

- does not comply with the rules established in this document;
- deals with the provision of loans in favor of Braskem's Controllers and related parties; and/or
- is approved without observing the applicable legislation, bylaws and the Braskem's shareholders agreement.





## 6

### *Relationship with suppliers*

Relationships with suppliers and service providers must be based on discipline, respect and trust, taking into account the best interests of both parties, guaranteeing return to its Shareholders and valuation of its equity.

Members must act diligently in the identification, hiring and maintenance of suppliers of products or service providers, working in the best interest of Braskem, based on fair and transparent criteria, including technical and professional criteria such as competency, quality, timeliness, price, financial stability, and reputation, among others.

Members should not directly hire suppliers (individual or legal entity) where they have an ownership or stakeholder interest, or that have Close Relatives who control them or who have significant influence on them.

In case a Member needs to hire suppliers that have one of the above situations, he/she must discuss the matter with his/her Leader. The Leader should consult with Compliance and Legal before issuing his/her written authorization. The written authorization should be maintained by the member and the Leader.

Contracts with suppliers should be objective, with no margins for ambiguities or omissions, and should contain specific clauses on the commitment to comply with local laws, including anti-corruption laws.

The Members responsible for contractual relations with suppliers should ensure they comply with the provisions of this document, especially if, by contractual provisions, the Third Part in any way represents Braskem. They should also require appropriate contractual provisions in the documents governing this relationship.

It is not permitted to contract, maintain or renew a contractual relationship or not, with persons or Third Parties that disrespect or disregard the commitments defined in this document.





## Free competition

Free competition stimulates creativity and continuous improvement and promotes productivity.

The antitrust laws aim to protect and promote free and open competition and should guide the actions of Braskem Team Members, as well as of Third Parties who legitimately and directly represent Braskem.

The following actions and objectives violate our Code of Conduct and are prohibited by law:

- limiting, distorting or otherwise harming free competition or free enterprise;
- dominating the relevant market of goods or services in an illicit manner;
- arbitrarily increasing profits; or
- exercising a dominant position in an abusive manner.

Thus, Members must act in strict compliance with the law and the norms aimed at preserving free competition, and refrain from practices or acts that are intended to frustrate or undermine the competitive process.



## 7.1. Relationship with competitors

In the normal course of their actions at Braskem, Members relate to and interact in a legitimate manner with competitors at meetings or even within the scope of class associations and trade unions. On such occasions, it is prohibited to exchange information that might be harmful to free competition, in order to favor the Company itself or a competitor or to harm it.

Braskem's competitors can also be your Customers, partners or suppliers. In this case, communications with competitors must be strictly limited to those related to the sale, purchase of the product or the provision of the service concerned.

In order to ensure that the interaction with a competitor is in compliance with the law and with the rules of defense of competition, the Member must conduct their relations with the competitors as per the following guidelines:

- it is forbidden to have an agreement, tacit or express, an understanding or arrangement with competitors, whose objective is:
  - restricting competition;
  - dividing or allocating Customers and/or territories;
  - ceasing to purchase products from a supplier or type of supplier;
  - stopping selling of a certain product or providing a certain service: in general, in a certain geographic area, and/or for a particular category of Customer;
  - limiting the quantity or quality of its production or the quantity of products sold or the type of service provided to any Customer;
  - refraining from launching new products or discontinuing obsolete products; and/or
  - speeding up or postponing the launch or discontinuation of a product or service.
  - fixing, increasing, reducing or maintaining prices;
  - establishing minimum and maximum prices;
  - granting or eliminating price discounts; and
  - using terms, conditions or special types of pricing systems. The prohibition of pricing agreements applies both to the prices of the products sold and/or services provided by Braskem and its competitors to their respective Customers, as well as to the prices that Braskem and its competitors pay to their suppliers.

The mere attempt (even if unsuccessful) to reach an agreement, may set up an illegal act between competitors.

- it is prohibited to exchange information and/or discuss commercially sensitive issues such as pricing policies, terms or conditions of sale (including promotions, promotion schedules, discounts and allowances), credit conditions and collection practices, terms and conditions offered by suppliers, profit or profit margin, costs, business and investment plans, capacity level and expansion plans, bids, including the intention to submit a proposal for a particular contract or project, warranty terms, among others;
- do not attend meetings where competitors discuss prices or other market practices. If the meeting starts and then the discussion about prices or any of the other topics mentioned above arises, Members must leave that meeting;
- no Member is permitted to authorize the sale of products or services at excessively low prices (that is, below total cost, including normal margins of operating costs) in order to harm competition or eliminate a competitor. Under no circumstances may the Member set prices below the cost of the product or service in order to “discipline” or “retaliate” a competitor in order to eliminate it, harm it or force it to adopt a certain policy of Prices or a competitive policy;
- Braskem’s members should not seek or even appear to be attempting to
  - control the prices, entry or competitive conditions of a market;
  - eliminate or discipline a competitor; or
  - conquer all sales or gain a preponderant market share in an unlawful manner.The Braskem Business Plan is based on profitability, growth and other criteria of economic success. Under no circumstances may these plans be based on market control, illicit market dominance or elimination of competitors.
- in the case of bids for contracts with the government or with private institutions or otherwise, the following types of agreements, understandings, or arrangements between Braskem and one or more competitors are strictly prohibited:
  - prior discussion or exchange of specific information on the bidding;
  - disclosure or discussion on the stake in a bid;
  - presentation of fictitious or “proforma” proposals, which are very high or contain special terms, to make them unacceptable but presented as genuine;
  - rotation of proposals, in which competitors agree to rotate between the one presenting the proposal with the lowest value;
  - bid suppression or limitation, when competitors arrange to abstain from submitting a proposal or to withdraw their respective proposals, so that another competitor’s proposal is accepted; and
  - subcontracting agreements whereby competitors agree that, in the event that the others do not participate in the bidding or submit a coverage proposal, they will be compensated by subcontracting.

In some circumstances, it may be desirable and/or necessary for Braskem to submit a joint bid with a competitor for a particular project. Joint activities, while not necessarily illegal, can give rise to complex competition issues and therefore need to be well documented to clarify their legitimacy and economic rationality. In such cases, it is recommended to consult the Legal Officer of the Business Unit at the operation place.

Business Unit Leaders should seek to gain business and have a market share based on the merit of the best price, quality, term and service.

No Member shall conduct business or propose actions that violate the provisions of this document.

## 7.2 Business relations with customers and distributors

Some commercial practices and arrangements with Customers and distributors may harm competition and violate competition laws. In order to ensure that commercial relations with Clients and distributors comply with the antitrust laws, Members must meet the following guidelines:

- under no circumstances should Members attempt to coerce Customers or distributors to stop acquiring products or services from competitors of Braskem or to make territorial restrictions that generate adverse effects on the market. Blocking sources of inputs or distribution channels is prohibited;
- there should be no unjustified refusal of contracts. In order to ensure that the termination of commercial relations with Clients and distributors is lawful, the decision to terminate a business relationship with Clients and distributors must be based on solid business or commercial justifications. In no circumstance may a Member engage in agreements with other Customers and distributors to terminate the business relationship with other Customers and distributors;
- do not treat in an unequal way Customers that have the same characteristics and that cannot be differentiated for objective commercial reasons. Customers can be treated differently when there are justifiable reasons, such as discount concessions depending on the volume purchased, location, purchase capacity, credit, among others;
- conditioning the purchase of a product or service on the purchase of another product or service may violate the law and antitrust regulations. No Member may impose as a condition for the purchase of a product or service the purchase of another one. In the case of a combined products offer, consult with the appropriate Legal officer and make sure that they are also offered separately;

- the practice of dumping or predatory pricing (below average variable cost, to eliminate competitors) is prohibited;
- unjustified price discrimination amongst purchasers or the fixing of prices or conditions of resale by distributors is not an acceptable practice. In case of a suggested resale price, always make it clear that this is a “reference price”, not imposing any obstacle or penalty for the distributor to establish their prices and conditions of sale independently;
- if one opts for the imposition of a preference clause, exclusivity or non-competition in a particular contract, it is recommended to refer to the Legal Officer of the Business Unit at the operation place, in order to verify the legality of the desired conditions, or the possible need for prior notification to competition authorities;
- the abuse of market power or economic power and market closure are unacceptable practices.

### **7.3. Business relations with suppliers**

Some vendor practices and arrangements may harm competition and violate competition law and competition rules. In order to ensure that commercial relations with suppliers are in compliance with the law and antitrust rules, Members must strictly follow the following guidelines:

- there should be no unjustified refusal of contracts. The decision to terminate a business relationship with a supplier must be based on sound business justification and/or breach of contract and must consider the legitimate interests of the parties. In no event may the members engage in agreements with other suppliers to terminate the business relationship with the current supplier;
- members shall not condition the purchase of products and services on reciprocal purchases of Braskem products or services from the supplier. The term “reciprocal bargaining” or “reciprocity” refers to the use of the purchasing power of the manufacturer or service provider, to coerce a supplier to give them an advantage in the sale of the product or in the provision of the service;
- under no circumstances should Members attempt to coerce suppliers to stop selling, trading or submitting quotes to their competitors. Members should not interfere in any way in the relationship between their suppliers and their other Customers;
- members can and should negotiate to obtain the best benefits in a lawful manner, seeking the best prices, rebates and the most favorable purchasing conditions. However, as purchasers, Members shall not intentionally induce prices, rebates or services that constitute a systematically unequal treatment not justified on commercial or market grounds. Similarly, Members should not mislead a supplier with untruthful information,

such as hypothetical purchase volumes, for example, in order to obtain commercial proposals on more competitive terms;

- agreements for collective purchases can only be signed if (i) there is an economic justification for signing such an agreement, such as greater efficiency and lower cost; and (ii) the agreement should not generate anticompetitive effects.

## **7.4. Prohibition of unfair commercial practices**

Various forms of unethical, oppressive or unscrupulous activities that may harm competitors, customers or suppliers are considered illegal, and are not tolerated, including but not limited to misleading advertising and practices such as disparagement of another company's product, customer harassment, bribery and commercial bribes, use of deceptive sales and advertising practices, and theft of trade secrets or customer lists.

## **7.5. Licenses and patents**

The laws governing licensing agreements between competitors, especially those relating to technology licenses, are often complex, and may be interpreted as practices that inhibit free competition, as well as involve contractual obligations that may affect Braskem itself or Third Parties. Therefore, the Legal Officer of the Business Unit at his/her place of business should be consulted before entering into licensing agreements with competitors, to recommend the necessary actions.



## *Fight against corruption*

An action in accordance with anti-corruption laws values the shareholder's moral and material assets.

It is therefore fundamental that the Members commit to comply with the anti-corruption laws applicable in their places of operation, or with international effectiveness.

Members must assume the responsibility and commitment to combat and not tolerate Corruption in any of its forms and context, including Private Corruption, Extortion and Bribery, and to firmly say no, with determination, to business opportunities conflicting with this commitment.

Considering the various anticorruption laws with which we must comply, Members and Third Parties who act directly or indirectly in the interest or benefit of Braskem, are prohibited from:

- offering, promising, inducing, giving or authorizing, directly or indirectly, Undue Advantage or Items of Value for any person, especially Public Agents or a related third party, for the purpose of influencing decisions in favor of Braskem, or involving a personal gain that may affect Braskem's interests;

- offering, promising, making or accepting facilitation payments, which are payments to any Public Agent or third party related to them, for the purpose of attempting to secure an advantage, usually to expedite routine or non-discretionary actions such as permits, licenses, customs documents and other official documents, or police protection and other actions of a similar nature;
- requesting or accepting bribery;
- offering, promising, inducing, giving or authorizing, directly or indirectly, Undue Advantage or an Item of Value for any person, especially Public Agents or a related third party, for the purpose of influencing decisions;
- financing, funding or sponsoring the practice of unlawful acts;
- manipulating or defrauding bids or administrative contracts;
- using an intermediary to conceal or hide his or her identity and real interests of committing illegal acts; and
- hindering an investigation activity or inspection of bodies, entities or public agents, or intervening in its action.

Members must always position against acts of Corruption, even if the proposal is a request from a Public Agent or a Client.

If a prohibited payment must be made to protect the integrity or safety of a Member, such as in cases of kidnapping, for example, such payment should be promptly reported to the Direct Leader and to Braskem CCO, who shall provide the appropriate actions.

## **8.1. Political contributions**

Members are prohibited from promising, offering, authorizing or giving, directly or indirectly, political contribution, to political parties or candidates for public offices with the resources or on behalf of Braskem, in countries where the legislation forbids it.

Political contributions include, but are not limited to, monetary contributions, provision of means of transportation for candidates and their staff, provision of meeting space for election campaign, or payment of printing companies, for the printing of the party and their candidates' disclosure materials.

The political contributions in countries where the legislation allows it, can only be made with the prior approval of a specific program of contributions by the Board of Directors of Braskem S.A., proposed by the Business Leader, and should be widely disseminated in a way accessible to all audiences.

In such cases, the Business Leader must ensure that the following conditions are cumulatively present prior to the contribution:

- legal and compliance analyzes will be completed according to the legislation and conditions of the contribution;
- the recipient of the contribution is a legally qualified candidate; and
- the recipient of the contribution undertakes a contractual agreement to render accounts of the donated resources, in accordance with local law.

Members, in their own name and in the exercise of their citizenship, are free to make political contributions, in accordance with local legislation. However, if they do so, Members should not:

- declare that their own contributions or political opinions are related in any way to Braskem; and
- perform or permit any disclosure that in any way binds the act of contribution to Braskem.

## **8.2. Relationship with public agents**

The interaction of Members with Public Agents or Politically Exposed Persons shall occur in an ethical, upright and transparent manner and in accordance with applicable laws, regulations and best practices.

The carrying out of interactions or meetings with Public Agents, for discussing public contracts, must be preceded by a formal written request. Requests should basically include the following information:

- suggestion of date, time and place;
- identification of the Members who will attend the audience or the meeting;
- the subject that will be dealt with;
- if applicable, the document to be discussed.

These hearings and meetings should be held primarily in public bodies, offices or buildings, during business hours or during shifts duly provided for in the bodies' operating norms. These formal interactions and meetings must count on the participation of at least two (2) Members of Braskem.



### **8.3. Bids and contracts with the public administration**

In performing their responsibilities, Members shall comply with the provisions of this document and applicable legislation, acting ethically with integrity and transparency. They must therefore be aware that they cannot practice acts that have as their purpose:

- to prevent, frustrate or defraud, in any way, the competitive character of a public bidding procedure;
- to remove or seek to remove a bidder, by means of fraud or offering of an advantage of any kind;
- to fraud a public bidding or contract resulting therefrom;
- to fraudulently or irregularly create a legal entity to participate in public bidding or enter into an administrative contract;
- to obtain an improper advantage or fraudulent benefit of modifications or extensions of contracts concluded with the public administration, without an authorization in law, in the notice of public bidding or in the respective contractual instruments; and
- to manipulate or defraud the economic-financial balance of the contracts entered into with the public administration.

In this sense, Members may not carry out acts that may violate the principles of isonomy and free competition, as well as acts that may hinder activities of investigation or the inspection of bodies, entities or Public Agents.

In addition to the appropriate accounting and financial records, those responsible for leading or participating in bidding processes, administrative contracts or consortiums constituted for these purposes shall keep written and auditable records of the acts performed in such context.

The prohibitions related to this item extend to national and international public administration spheres, including companies controlled directly or indirectly by public authorities and other public entities or international organizations, such as the World Bank, the IDB– Inter-American Development Bank, and other similar financial institutions.

### **8.4. Relationship with third parties**

The use of a service provider, agent, consultant, broker, intermediary, commercial representative, reseller, distributor or other third party for the performance of unlawful acts,

including offering, promising, inducing, giving or authorizing, directly or indirectly, bribes is hereby forbidden.

The actions of Third Parties present specific risks, because in certain situations Braskem and its Members may be held liable for improper acts done by a Third Party, even if they are not aware of it.

Members should never ignore information that suggests possible corruption by Third Parties on behalf of Braskem. Members involved in the identification, evaluation and contracting of Third Parties should be diligent and watch, for example, but not be limited to, the following points of attention related to the reputation, qualification, contracting and payment process of the third party.

**8.4.1.** Reputation: when the Third Party: (i) has an economic interest that appears to be contrary or incompatible with its contribution to Braskem; (ii) is engaged in illicit activities; (iii) is associated or known by the use of façade companies; (iv) provides false, inconsistent, incomplete or inaccurate information or statements, or refuses to respond to reasonable requests for evaluation and due diligence; and (v) requires confidentiality with regard to his/her identity, final beneficiaries or representatives, with no reasonable justification.

**8.4.2.** Qualification: when the Third Party: (i) is a Public Agent, Politically Exposed Person, or a close relative; (ii) is recommended or required by a Public Agent or by anyone who has, directly or indirectly, any relation of interest with a Public Agent or a Politically Exposed Person; and (iii) does not present the facilities or qualifications to perform the work for which he or she would be hired.

**8.4.3.** Contracting: when the Third Party: (i) refuses to sign a written agreement; (ii) refuses to provide declarations as to compliance; (iii) refuses to agree to internal controls; (iv) requires remuneration at a substantially higher level than the market; and (v) requests that the agreement does not truthfully describe the services to be provided.

**8.4.4.** Payment: when the third party (i) requests unusual payments, such as advance payments, commissions outside the market practice, abroad or to another Third Party; (ii) requests payment for vague or indefinite services; (iii) requests payment with no proper documentation or for a job that cannot be proven; and (iv) shows rounded values and/or excessive expenses for reimbursement.

Members responsible for the management of payments and accounting records shall ensure that payments and transactions are documented, including information on the recipient and the nature of the payment. In addition, Members who are responsible for processing payments for agents and Third Parties must request detailed information regarding payments prior to the transfer.

In the case of repayments to suppliers, Members should request detailed information on the nature of the payment before the repayment is issued.

In all Braskem's agreements with Third Parties, a clause should be included to combat Corruption, whereby the parties must undertake to fully comply with the applicable anti-corruption laws and norms, including those in jurisdictions, in which they are registered and the jurisdiction in which the contract concerned will be fulfilled (if different).

The Members responsible for relations with the supplier must ensure, when contracted, that the right to verify compliance with the contractual requirements is ensured.

## **8.5. Mergers and acquisitions**

Anti-corruption laws provide for situations in which Braskem, as the acquirer, may be held liable for acts of corruption that have been committed by the companies and/or businesses acquired.

When considering and conducting acquisitions, investments, joint ventures and other transactions, those responsible for the matter shall ensure that appropriate evaluation and due diligence procedures are in place to combat accounting or legal corruption. This due diligence should also consider the integrity of the potential partner, according to an appropriate risk classification, approved by the Braskem Compliance Committee, with respect to procedures for compliance with anti-corruption laws. The due diligence process should assist in establishing the fair value of the company to be acquired.

The scope of the anti-Corruption diligence should be appropriate to the risk profile of the company to be acquired and, among other aspects, may include:

- identification of areas considered as high risk;
- the understanding of the company's business model to be acquired;
- conducting interviews with Managers from the company to be acquired;
- researches in public sources to verify the suitability of the company and its Managers.



## Money laundering prevention

Money laundering is a process that seeks to mask the nature and source of money associated with an illegal activity by introducing these funds into the local economy by integrating illicit money into the trade flow, in a way that appears legitimate or so that its origin or owner cannot be identified.

Those involved in criminal activities, such as bribery, fraud, terrorism, smuggling of arms and narcotics, try to hide the revenues from their crimes or make them appear legitimate through their “laundering” in licit deals. Likewise, terrorism can be financed by legitimate resources, sometimes called “reverse” money laundering, since a legitimate business was used to finance a criminal activity.

Members must comply with laws and regulations that address money laundering and terrorist financing in all countries where they operate.

Money laundering and the financing of terrorism and their facilitation are strictly prohibited in any form or context. Violation of these laws can bring severe civil and criminal penalties to Braskem and its Members individually.

Braskem should only conduct business with reputable Third Parties, including agents, consultants and business partners who are engaged in legitimate activities and whose resources are from a legitimate origin.

Working with Legal, CCO and the Compliance team should endeavor to ensure that appropriate risk-based Third Party and Client pre-assessment procedures are in place and to ensure that reasonable measures are taken to prevent and detect suspect, inappropriate, unlawful or illegal forms of payment.

The following are some examples of warning signs that help identify possible indications of suspected money laundering or terrorist financing activity:

- an agent or business partner who is reluctant to provide full information, to provide suspicious, false or insufficient information, or who wishes to circumvent the bookkeeping or reporting requirements;
- payments made with monetary instruments that do not appear to be identifiable with a Third Party, or that do not comply with market practices;
- payments made in cash by a third party or business partner;
- early amortization of a loan made in cash or cash equivalents;
- orders, purchases, or payments that are not common or that are inconsistent with the Third Party trade or business;
- exceptionally complex trading structures and payment patterns that do not clearly state the purpose of the deal, or have overly favorable terms;
- unusual transfers of funds to or from countries not related to the transaction or that are not logical for the Third Party;
- transactions involving locations identified as tax havens or areas of known terrorist activities, drug trafficking or money laundering;
- transactions involving façade banks or banks in tax havens, money senders or unlicensed exchange operators, or non-bank financial intermediaries;
- inability or difficulty to verify the corporate history of an entity or the history and expertise of an individual;
- negative publications in the media or the local business community regarding the integrity or legitimacy of the entity or individual;
- structuring of transactions in order to avoid meeting the requirements of bookkeeping or reporting, such as multiple transactions below the declared minimum values;
- requests to transfer money or to reverse deposits to a third party or unknown/unrecognized account.

A woman with glasses, wearing a dark sleeveless top, is standing and gesturing with her hands while presenting to a group of people. The audience is seen from behind, and the background shows a wall with a grid of papers or photos.

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## *Souvenirs, gifts, entertainment and hospitality*

All Members must act in the best interests of Braskem, avoiding activities that may create a real or perceived conflict of interest as an improper act to business relations.

To this end, Members shall observe the following rules regarding Souvenirs, Gifts, Entertainment and Hospitality without prejudice to others that may be defined through specific procedures:

- never offering, promising, providing or receiving them, in order to unduly influence decisions that affect Braskem's business or for the personal gain of an individual;
- never offering, promising, providing or receiving them, in order to create or appear to create any kind of manifest or latent obligation or expectation on any person;
- complying with the policy of the recipient's company regarding the receipt permission.
- being reasonable regarding the value and frequency;
- being in accordance with the local laws and customs of the recipient;
- never offering, promising, providing or receiving Gifts in cash or cash equivalents of any value, including but not limited to gift vouchers, securities and real estate amounts, discounts or financial compensation in personal transactions etc;
- never offering, providing or accepting Gifts or Entertainment with sexual connotations, drugs or any kind of illegal items or activities;
- never requesting or demanding;

- the expense corresponding to the offer must be duly approved and reflected in Braskem's books and records;
- all offers or receipts must be registered in the manner defined by Braskem's Compliance Officer.

Braskem adopts the position of prohibiting any and all possible promises, offers, gifts and entertainment to public agents, due to the risks that such acts may cause to Braskem.

The receipt and/or provision of Gifts and Entertainment by Members and from Members to any persons or employees from private sector companies is discouraged. However, where necessary or advisable, these may be offered or received, as long as permitted by applicable law and by this document, and provided that they are not used for the purpose of unduly influencing decisions. In all cases, the value of the Gift or Entertainment, considered individually or jointly, should not exceed the value of US\$ 100.00 (or equivalent in local currency), per fiscal year, if given to or received by the same person or company.

If the receipt or rejection of Gifts provokes a conflict with the traditions and the local culture, it is advisable that said Gift is accepted and that the matter is communicated to the Responsible Compliance team member at Braskem, in order to give it the due treatment.

Legitimate forms of Hospitality will be permitted if the object is related to Braskem's business, and if at least one Member is present. The offer of Hospitality to Public Agents must be previously approved by Braskem's Compliance Officer.

One is allowed to offer gifts that display the name or logo of Braskem for the purpose of publicizing the name and brand. The Gifts are intended for Clients, suppliers and other people of professional relationship of the Members. The Gifts should not constitute a form of gift, repay or satisfaction of a strictly personal relationship. The distribution of Gifts to Public Agents must be previously approved by the CCO of Braskem.

If there is a doubt as to the type of Gifts, Entertainment or Hospitality that can be received or offered in the scope of business relations, in specific situations not mentioned, the Member should refer to his/her direct Leader, or their assigned Compliance Officer at Braskem, if necessary.



## Charity contributions

Charitable contributions for cultural, social, environmental or sporting development and others of the same nature, offered to philanthropic entities or other entities of the community, are permitted as long as the criteria defined below are observed.

Members may make charitable contributions on behalf of Braskem only when:

- permitted by local laws;
- made after conducting a reasonable research indicating that the proposed beneficiary is not directly or indirectly associated with a Public Agent;
- made for registered and reputable charities;
- are not made for the purpose of obtaining or retaining any advantage or improper business advantage;
- they do not generate dependency for the continuity of the benefited entity;
- the objectives of the beneficiary entity are clearly described and aligned with Braskem's values;
- the formally awarded entity declares how the donated resources will be used;
- previously and formally approved by the Braskem Business Leader or by whom he/she delegates;



- the beneficiary entity is formally committed to accounting for the use of resources;
- the transfer of funds is made to a bank account in the name of the beneficiary institution.





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## Sponsorship

The following forms of sponsorship are allowed:

- sponsorship performed by Braskem to hold events or to produce products that encourage and promote actions and the expansion of cultural, social, environmental or sports knowledge. In these cases, sponsorships must be approved by Braskem's Business Leader;
- contributions given in the form of transferring of financial resources, products or services from Braskem to legal entities for the realization of projects or events with commercial, technical and/or promotional purposes and which include, as a counterpart, the activation and disclosure of the Braskem brand, its products, services, projects or actions.

The Members responsible for this second type of sponsorship shall ensure that such activities are performed in a transparent manner through a contract for legitimate commercial purposes and that they are in accordance with the consideration entered into with the event proponent. An evaluation of the fair market value for the sponsorship must be performed and documented by the responsible party.

Those responsible for these sponsorships should further ensure that:

- they are made after conducting a reasonable search, indicating that the entity conducting the event is not directly or indirectly associated with a Public Agent;

- they are made for entities of the organization and of good reputation;
- they are not made for the purpose of obtaining or retaining any advantage or asset of an improper business; and
- the transfer of funds is made into a bank account in the name of the entity conducting the event.



## Accounting records

Accounting records are a tangible representation of the results of the Braskem's business. The integrity of these records is, therefore, a fundamental foundation for the reliability and transparency of Braskem's accounting and financial reporting.

Braskem must guarantee the existence of internal controls that ensure the prompt elaboration and reliability of its reports and financial statements.

Commonly accepted accounting legislation, standards and principles must be rigorously complied with at each location in order to generate accurate, complete and consistent records and reports that enable the disclosure and evaluation of operations and results by shareholders, investors, creditors, government agencies and other stakeholders and support decision-making by Leaders.

False, misleading or incomplete accounting records are strictly prohibited.





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## *Conflicts of interest*

In the conduct of professional responsibilities and personal actions, Members must ensure that there is no conflict or perceived conflict of interest.

Conflicts of interest can arise in different ways and are generally easily perceived and should be avoided.

Conflicts of interest occur when the particular interest of an individual, or the interest of a relative that is close to this individual, interferes with, or appears to interfere with, his or her ability to render an objective judgment, expected in his or her responsibility or in the interests of Braskem. Conflicts of interest also arise when a member or his or her close relative receives improper personal benefits because of his/her position at Braskem.

If a Close Member or Relative is exposed to any of the situations below, he or she should dialogue with their Direct Leader so that they both assess whether a potential or actual conflict exists or not, and how to deal with it. Examples include:

- possessing any personal interests that may conflict with or being construed to conflict with your professional obligations;
- directly or indirectly holding or acquiring a share in a competing company or in a partner of Braskem, with a stake that allows exercising influence over the management of this company;

It is not possible to identify all situations or relationships that could lead to a conflict or the appearance of a conflict of interest. Therefore, the circumstances of each situation must be discussed between the Member and his/her direct Leader, until the doubt is remedied. Where the circumstances are complex or the leader is unsure, the leader is encouraged to contact their assigned Braskem Compliance Officer.

Although this document does not mention all possible conflict situations, the following situations present other common examples of potential conflicts:

- having confidential information that, if used to make decisions, can generate personal benefits;
- acquiring or intending to acquire, Braskem's Customers or suppliers shares based on privileged information, or providing such information to Third Parties;
- accepting an external position, task or responsibility of a personal nature that may affect the performance and productivity at Braskem or that aids the competitors' activities;
- accepting a position, task or liability or receiving any kind of compensation from a Customer, supplier or partner of Braskem, if this may affect Braskem's business relationship with them;
- accepting a position, task or liability or receiving some type of remuneration from a competitor of Braskem;
- directly or indirectly hiring close relatives, or influencing another Member to hire them, outside the established principles of competency and potential;
- using Braskem's resources to meet private interests.



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## *Social responsibility*

Members must comply with their fundamental social responsibility by working productively, providing good services and quality products, complying with laws and regulations, avoiding waste, and respecting the environment, cultural values, human rights and social organization in communities.

Thus, members satisfy their Customers, create job opportunities, contribute to the sustainable development of the countries and regions in which they operate and generate wealth for society.

Voluntary participation of Members in community actions should be valued. In these situations, the Member wishing to use Braskem's time and resources must do so with the prior approval of their direct Leader.





## *Exercise of political rights*

According to its principles and concepts, Braskem does not adopt a political-party position, and therefore, Members are prohibited from linking Braskem to political-party activities. Consequently, one is not allowed to carry out party activities or to request votes, either directly or indirectly, in the establishments or through the means of communication owned by Braskem.

Nonetheless, Members must respect the choices and the personal exercise of citizenship of other Members, including the free expression of thought and the individual's choice of political participation, party affiliation, and candidacy for public or political office.

Members who opt to apply for political or public positions, or who wish to express themselves politically and publicly outside Braskem, should not use the advantages of their position or use any resources or means of Braskem. These individual activities must be dis-associated, from Braskem.

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## *Disciplinary actions*



The Member who violates the provisions of this document, breaches the law or any Braskem Policy or procedure or allows a Member of his/her team to do so, or even knows of any breach and fails to report it, is subject to appropriate disciplinary action, even to dismissal.

Retaliation or any attempt to prevent, obstruct, or deter Members in their efforts to report what they believe to be a violation of this document, is also grounds for disciplinary actions, including dismissal.

Depending on the nature of the breach, the obligation or advisability of reporting the breach to authorities or third parties should also be assessed, which may result in other sanctions.



## Glossary

**“Action Program”**: Agreement between Leader and Led that defines the Team Member’s responsibilities and the Leader’s commitment with the follow-up, evaluation and judgment towards the Led based on his/her performance.

**“Administrator”, “Administrators”**: when in the singular, it stands for the statutory directors and members of the Board of Directors referred to individually. When in the plural, the statutory directors and members of the board of directors jointly referred to.

**“Braskem” or “Company”**: Braskem S.A., its wholly-owned and controlled subsidiaries in Brazil and abroad.

**“Braskem’s Corporate Leader”**: Person in charge of Braskem’s entrepreneurship.

**“Bribe”**: act of offering, giving, requesting, authorizing or receiving money, gifts, Item of Value, improper advantage, or any type of offer made as a way to induce to the practice of any act, omission, influence or undue advantage, dishonest or illegal act, or a breach of confidence in the performance of an individual’s duties.

**“CCO”**: Person in Charge of Compliance at Braskem S.A.

**“Close Relative(s)”**: any son and daughter, stepson and stepdaughter, father and mother,

stepfather and stepmother, spouse, brother and sister, father and mother-in-law, son and daughter-in-law, brother and sister-in-law, and anyone who lives in the same house, except tenants and employees.

**“Controlled” or “Controlled Companies”**: companies in which Braskem, directly or through other subsidiaries, holds the rights of a member that permanently assures them preponderance in the corporate resolutions and the power to elect the majority of the Directors.

**“Control” or “Controller Company”**: is characterized by the power effectively used to direct corporate activities and to guide the operation of the respective society’s bodies, directly or indirectly, in fact or in law. There is a relative presumption of ownership of the control in relation to the person or group of persons bound by a shareholders’ agreement or under common control, who holds shares that have assured him/her an absolute majority of the votes of the shareholders present at the last three general meetings of the company, albeit he or she does not hold shares that assure him/her an absolute majority of the voting capital.

**“Controls”**: mechanisms that minimize the possibility of risks or reduce their impact on the business.

**“Corruption”**: abuse of power or procedure for personal or dishonest benefit. Corruption can be presented in a variety of ways, such as bribery, conflict of interest, collusion (manipulation of proposals, cartels and pricing), patronage, unlawful information, use of inside information, price arrangement, fiscal evasion, among others.

**“Entertainment”**: tickets for shows, theater concerts, exhibitions, concerts, sports, social events or other similar types of events open to the general public.

**“Extortion”**: practice of a serious and imminent threat to the physical integrity of an individual or an asset, used to obtain money or other items of value.

**“Gift”**: Any gratuity, favor, benefit, discount, or any tangible or intangible item that has a monetary value. A Gift also includes courtesies, meals, beverages, services, training, transportation, discounts, promotional items, lodging, or gift cards.

**“Hospitality”**: food, meet and greet, hospitality, traveling expenses, tickets or transportation of any kind, among others, which may be necessary, for example, to make the presentation of products or facilities feasible, invitations to participate in events and corporate parties promoted by Braskem.

**“Item(s) of Value”**: any type of non-financial and financial offerings such as cash, Gifts, Entertainment, Hospitality, favors, services, loans, guarantees, use of property or equipment, job or internship offers, donations or favorable opportunities, political contributions or charity, changes in business conditions, discounts, reimbursement or payment of expenses or debts, among others, provided, directly or indirectly, to individuals who may benefit from business with Braskem or even a close relative one or associated with such a person

**“Key Person”** is any individual who directly or indirectly has authority and responsibility for the planning, direction and control of Braskem’s activities, such as managers with management power, directors, statutory or otherwise, and members of the board of directors.

**“Leader”**: Every Member leading a team.

**“Meaningful influence”**: it is the power to participate in the financial and operational decisions of an entity, but that does not necessarily characterize control over these policies. The Meaningful Influence can be obtained through corporate share, statutory provision or shareholders agreement.

**“Members”**: all persons working at Braskem, whether they are Directors, Officers, Professionals of any nature, trainees and apprentices.

**“Monitor” (“Monitoring”)**: Ensure that the matters concerned are carried out by the respective officials in accordance with the relevant provisions.

**“Politically Exposed Person”**: persons who exercise or have exercised any relevant public office or function and their immediate Relatives, within a period defined in the applicable legislation.

**“Public agent”**: Any individual who is: (i) Any agent, authority, employee, server, employee or representative of a governmental entity, body, department, agency or public officer, including any entities from the executive, legislative and judicial powers, entities of the direct or indirect public administration, public companies, mixed-economy companies and public foundations, national or foreign; (ii) a person exercising, even temporarily and without a remuneration, a position, function or employment in an entity of a sovereign State and its instrumentalities, including entities that provide services or serve a public function; (iii) director, counselor, member or representative of a public international organization; (iv) director, adviser or employee from a political party, as well as candidates

running for elective or political public positions in Brazil or abroad; (v) a member of a royal family, including persons who do not have any formal authority, but who may influence business interests; and (vi) spouse or other Close Relative of a Public Agent.

**“Risks”**: the effect of uncertainty on the achievement of Braskem’s objectives, characterized by a deviation from the expected, positive and/or negative. Risk is often expressed in terms of a combination of the consequences of an event and the probability of an associated occurrence.

**“Souvenir”**: any item of modest or non-commercial value that may be distributed in promotional campaigns, with the objective of meeting the strategic functions of brand remembrance and/or appreciation, such as pens, notebooks, calendars and agendas that have the Braskem’s logo.

**“Third Parties”**: stands for any person, whether individuals or legal entities, who acts in the name, in the interest or for the benefit of Braskem, provides services or supplies other assets, as well as commercial partners providing services to the Company, directly related to obtaining, retaining or facilitating business, or for the conduct of Braskem’s affairs, including, without limitation, any distributors, agents, brokers, dispatchers, intermediates, supply chain partners, consultants, resellers, contracted parties and other professional service providers.

**“Undue Advantage”**: any advantage, payment or private benefit, direct or indirect, tangible or intangible, to which a person is not entitled.



