



# *Third Party Code of Conduct*

May 2021





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## Introduction

Braskem is committed to acting ethically, with integrity and transparency, and in accordance with applicable laws. Accordingly, Braskem strives to conduct business with Third Parties, including distributors, agents, brokers, forwarders, intermediaries, supply chain partners, consultants, joint venture partners, contractors, or other service providers, who share our commitment to ethical business practices.

We have developed this Third Party Code of Conduct to provide guidance to our Third Parties on our expectations as they perform services for and on behalf of our Company.

By receiving this Code of Conduct, Third Parties are made aware that they are expected to conduct their activities in accordance with the guidelines set forth in this document. Braskem requires the support and cooperation of each of its Third Parties.



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## Key Principles

Braskem's purpose is to improve people's lives by creating sustainable solutions in chemistry and plastics, and doing so with ethics, integrity, and transparency. In order to guarantee the image and reputation of Braskem, it is crucial that the Company's Third Parties share in Braskem's commitment to ethical business practices.

Braskem's effort to achieve this purpose alongside its customers and the market is based on the constant application of our six principles, namely:

- **TRUST IN PEOPLE** and their capacity and desire to improve;
- **RETURNS TO SHAREHOLDERS** and appreciation in their equity;
- **SELF-DEVELOPMENT OF PEOPLE**, especially through education through work, ensuring the survival, growth, and perpetuity of Braskem;
- **CUSTOMER SATISFACTION**, serving them with quality products and with economic, social, and environmental responsibility;
- **PARTNERSHIP AMONG TEAM MEMBERS** involved in the planning and execution of Braskem's business, as well as the results they generate; and
- **REINVESTMENT OF RESULTS** for the creation of new job opportunities and the development of communities.

This Code of Conduct aims to present, in a clear manner, the values and behaviors expected of each Third Party. It has been inspired by widely accepted documents ranging from the Universal Declaration of Human Rights to the procedures recommended by the International Labor Organization (ILO) and by the laws and regulations of the countries where we operate.





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## Scope

This Code of Conduct should guide the actions of all Braskem Third Parties. It is understood that the term “Third Parties” means any person, whether a legal entity or individual, who acts in the name, in the interest of, or for the benefit of Braskem, and provides services, supplies, or other goods, as well as business partners who render services to Braskem directly related to obtaining, retaining or conducting Braskem’s affairs, including, without limitation, any distributors, agents, brokers, forwarders, intermediaries, supply chain partners, consultants, dealers, resellers, representatives, joint venture parties, contractors, and other professional service providers.

We expect our Third Parties to make every effort to conduct business in accordance with the principles set forth in this Code.



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## Guidelines

### **4.1. On public commitments**

Braskem supports and acts in accordance and expects its Third Parties to support and act in accordance, with international commitments, treaties, conventions, guidelines, and standards such as the United Nations Universal Declaration of Human Rights and the United Nation Guiding Principles on Business and Human Rights.

### **4.2. On business integrity**

Braskem expects its Third Parties to conduct business in an honest and ethical manner, while demonstrating respect for human rights and the environment.

The image of Braskem is the result of the effort undertaken by each Team Member and by each Third Party and is of incalculable value to the Company. Braskem and its Team Members are prohibited from acting in a way that endangers the Company's reputation. We expect that the Company's Third Parties will also work to protect our image, including stopping and remedying any practices that may compromise the name or reputation of Braskem.

Braskem also expects its Third Parties to treat all Company matters with confidentiality and in a way that will protect and preserve all intellectual property and privilege rights. Access to Braskem's confidential and proprietary information should be limited to those persons who need to know the information. It should only be used for the specific purpose of providing

or delivering the service to be performed by the Third Party. Third Parties are prohibited from publicly disclosing information that is confidential or proprietary to Braskem.

### 4.3. On corruption

Braskem does not tolerate any form of bribery or corruption. It is Braskem's policy to conduct its operations and activities in compliance with the letter and the spirit of all Applicable Anti-Corruption Laws. All Braskem Team Members and Third Parties working on Braskem's behalf are prohibited from engaging in corruption in all of its forms and contexts, including private corruption.

As such, no Third Party may ever:

- Offer, promise, pay, or authorize an offer or payment of money or anything of value to a Public Agent, or any other person or entity, directly or indirectly (including through a Third Party), which is:
  - Intended to corruptly influence any action (or failure to act) or decision in the recipient's official capacity or in violation of the recipient's duty;
  - Intended to corruptly induce the recipient to use influence to affect any act or decision of the entity involved;
  - Intended to corruptly secure an improper advantage or to assist Braskem in obtaining or retaining business; or
  - Intended as gratitude for the recipient having decided or acted in a way that benefited Braskem improperly.
- Request or accept any money or item of value, directly or indirectly, which is:
  - Intended to improperly influence the judgment or conduct of the recipient, whether to take an action, fail to act, or to use his or her influence in his or her job responsibilities; or
  - Intended as gratitude for having decided or acted in a way that benefited improperly the person or entity giving the item of value to the recipient.

These Improper Payments are not limited to cash payments, but include corrupt:

- Gifts;
- Entertainment, meals, travel, and other hospitality;
- In-kind contributions and/or services;
- Business, employment, or investment opportunities;
- The uncompensated or discounted use of Braskem's services, facilities, equipment, or property;
- Donations or contributions, either charitable or political, including uncompensated or discounted supply of tangible goods (including scraps or salvage goods);

- Assistance to, or support of, family members and friends; and
- Other benefits or advantages.

Furthermore, Braskem's Third Parties shall not engage in extortion, fraud, falsification of documents or incorrect financial transaction statements, or any other activity that may constitute corruption or a violation of Applicable Anti-Corruption Laws.

Facilitation Payments – sometimes referred to as “grease payments” – are small value payments made to a Public Agent to encourage, expedite, or secure the performance of an existing duty or obligation, such as the issuance of customs documents, or providing police protection or mail delivery. While not illegal in every instance, Facilitation Payments are expressly prohibited under many Applicable Anti-Corruption Laws and create significant corruption risk. For this reason, Braskem prohibits all forms of Facilitation Payments.

It should be noted that Third Parties are responsible for the selection of their trading partners and suppliers and are expected to act in accordance with this Code in those relationships. If these commercial partners and/or suppliers also act on behalf of or for the benefit of Braskem, we may mandate that Third Parties submit a copy of this Code to those commercial partners and suppliers, notwithstanding the existence of any internal document of the Third Parties which is like this Code. Braskem may also mandate that Third Parties shall not use or hire, directly or indirectly, any subcontractor or other person, entity, or intermediary without prior consent.

In addition, Third Parties shall make best efforts to contract only with trading partners and suppliers that share the ethical principles and values presented in this Code. Accordingly, Braskem mandates that Third Parties perform appropriate due diligence of their trading partners and suppliers before deciding to maintain any business relationship. The performance of due diligence procedures is intended to assist Braskem and each Third Party in preventing acts that are harmful to the image of both parties and to avoid losses, as the Third Parties are responsible for the actions practiced by its trading partners and suppliers.

All Braskem Third Parties have a responsibility to promptly report suspected or known violations of Applicable Anti-Corruption Laws and this Code of Conduct, where applicable, as provided in Section 4.14 of this Code.

#### **4.4. On Competition Law**

Respecting a fair and ethical competition environment is a fundamental value for Braskem and should guide all its businesses and activities. Applicable Free Competition Laws are designed to protect and encourage open and free competition.

The Company believes that free competition stimulates creativity and continuous improvement while promoting productivity. Competition laws aim to protect and promote free and open competition and must guide the actions of Braskem team members and all Third Parties with whom Braskem interacts with.

#### **4.5. On Business Courtesies – gifts, travel, meals, and entertainment**

Any payment or provision of anything of value to any Public Agent or any other person or entity, including any excessive entertainment, hospitality, travel, or gifts of significant value, could be considered to be an Improper Payment and/or a violation of Applicable Anti-Corruption Laws.

Accordingly, Third Parties acting on Braskem's behalf are prohibited from providing extravagant, lavish, or frequent Business Courtesies – i.e., gifts, travel, hospitality, or entertainment to any recipient – Public Agent or private individual – while conducting business for Braskem.

This provision does not prohibit the giving or receiving of reasonable and customary business courtesies where they do not create the appearance of impropriety or Conflict of Interest, and are infrequent and modest according to local standards, are intended to serve legitimate business purposes, are not provided to obtain an unfair advantage or obtain or retain business and are in compliance with Braskem's Code of Conduct and all applicable laws and regulations.

#### **4.6. On Business Courtesies – gifts, travel, meals, and entertainment**

Third Parties are expected to have a workplace free from bullying, intimidation, harassment, or victimization; and whose workers are treated with dignity, respect, and courtesy; experience no form of discrimination; and are valued for their skills and abilities.

##### **4.6.1. Harassment**

Third Parties are expected to treat all persons with whom it interacts with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind.

##### **4.6.2. Discrimination**

As signatories of the UN Global Compact, Braskem does not and expects Third Parties not to engage in discrimination based on race, color, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class, age, union membership, political belief or political party membership during the performance of their activities, particularly during their hiring, remuneration, training access, promotion, dismissal, or retirement processes, respecting applicable local laws.

### 4.6.3. Promotion of diversity and inclusion

Braskem expects Third Parties to be committed to promoting inclusivity, equality, and diversity.

## 4.7. On labor practices

Braskem respects and promotes human rights in its activities along its production chain and expects that the Third Parties with whom it maintains commercial relations also respect human rights and share our labor principles, as listed below:

### 4.7.1. Employment of forced and/or child labor, sexual exploitation of children and youth, and human trafficking

Third Parties must not tolerate, allow, or take part in the employment of forced and/or child labor, sexual exploitation of children and youth, and human trafficking.

Braskem will not enter into and/or maintain commercial relationships with Third Parties that use irregular and/or illegal work practices involving children and adolescents and practices like forced labor, sexual exploitation of children, and human trafficking.

### 4.7.2. Work conditions

We expect our Third Parties to provide their employees with appropriate working conditions regarding workload, health, and safety – always in compliance with labor laws and as may be set in any collective bargaining agreements.

### 4.7.3. Political activities and free association

Braskem does not adopt a political party position, and respects the individual right of Team Members, outsourced workers and Third Parties regarding their political and union involvement and their political convictions. Similarly, Braskem expects its Third Parties to acknowledge the freedom of association of their employees and respect the laws and collective normative instruments that safeguard such rights.

To resolve possible collective conflicts, the following principles should apply:

- Recognition of labor unions as entities that represent their employees at the legal level;
- Dialogue and understanding should be the preferred way of resolving possible conflicts;
- The principles and values described in this Code of Conduct will not be negotiated; and
- The physical integrity of Braskem's staff and assets should be preserved.

#### 4.7.4. Wages and benefits

Third Parties are expected to remunerate their employees in accordance with applicable labor and employment laws.

Third Parties should also ensure the selection of trading partners that operate in accordance with the labor and employment laws of the places where they operate and with ethical standards consistent with this Code of Conduct.

#### 4.7.5. Reporting suspicions of irregularities

Third Parties are expected to provide their employees with a channel for the reporting of suspicious conduct or illegal activities in the workplace and which provides appropriate reporting structures such as confidentiality and non-retaliation. Third Parties are also expected to investigate the reports and, where necessary, take corrective measures.

Braskem encourages its Third Parties to implement processes for the prevention and reporting of corruption and requires them to report all instances of corruption (suspected, under investigation, or proven) involving Braskem's business, regardless of materiality, as provided in Section 4.14 of this Code.

### 4.8. On data protection and privacy

Braskem is committed to protecting personal data, based on the applicable Data Protection laws and regulations worldwide. Personal data is any information relating to an identified or identifiable natural person, directly or indirectly, by reference to an identifier such as a name, identification number, location data, online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

Third Parties acting on behalf of the Company that need to access or process personal data under the instructions of the Company, its affiliates and subsidiaries are subject to the obligations imposed on processors and shall act in strict compliance with the applicable Data Protection laws and regulations, as well as be responsible for the proper use of personal data in their activities, according to the Company's Policy and directives.

The Company shall ensure a Third Party's legal obligation to proper data processing through the use of Data Processing Agreements or Privacy Clauses with service agreements which govern the processing of personal data with Third Parties.

Braskem's commitment to protecting the rights of Team Members, Clients and Suppliers against the risks associated with the loss or misuse of personal data is further explained in the Company's Global Privacy and Data Protection Policy.

#### **4.9. On environment, health, and safety**

Braskem actively participates in the protection of the ecosystems where its industrial facilities are located and supports public and private projects related to the preservation of the environment.

This participation is carried out through the zeal and care in the manufacture, handling and transportation of its products, assistance in the preservation of forest reserves, prevention of the waste of natural resources, and promotion of preservation campaigns to raise awareness among the communities where it operates. Therefore, it is important that Third Parties consider initiatives that involve the ecologically sustainable development of the regions where they operate, continuously seeking to reduce the environmental impact of their inputs, operations, products, and services.

Further, Braskem complies with all applicable laws and relevant industry standards of practice concerning health, safety, and security in the workplace and in the communities where it operates.

Besides the above, Braskem expects all Third Parties to:

- Provide their employees with a working environment with adequate health and safety conditions for the performance of their activities;
- Conduct evaluations and assessments to identify hazards and risks associated with operations or activities, and implement controls to eliminate or mitigate the risks;
- Conduct evaluations of the impacts associated with operations or activities, and implement controls to minimize significant environmental impacts;
- Comply with procedures, mandatory requirements, and mitigation controls, demonstrating zero tolerance in cases of non-compliance;
- Comply with all applicable laws and relevant industry standards of practice concerning health, safety, and security applicable to the activity and place of operation;
- Comply with Product Stewardship regulations;
- Comply with contractor-related requirements of Braskem's integrated management system for health, safety, and the environment, and Braskem's HESQP Policy, when provided and applicable to the nature of the relationship with Third Party;
- Maintain its own health and safety management system applicable to its business;

- Report immediately to Braskem and investigate all incidents related to the relationship with Braskem;
- Report to responsible authorities in accordance with regulatory requirements on environmental irregularities;
- Ensure that its employees are effectively trained and qualified on health and safety issues; and
- Be aware of and practice Braskem's environmental, health and safety commitments while performing work at any Braskem facilities.

#### **4.10. On life cycle of products**

Braskem expects Third Parties to be committed to considering the entire life cycle of their products, from the extraction of the raw materials to the final disposal of the product, passing through the stages of production and logistics as well as eventual recycling processes.

#### **4.11. On community relations**

Braskem expects Third Parties to be committed to maintaining a permanent dialogue with their communities' representatives, ensuring local quality of life and respect for local culture and its historical heritage.

#### **4.12. On communication**

It is the responsibility of each Third Party to communicate this Code or similar principles and educate its employees, business partners, and other suppliers related to the Third Party's relationship with Braskem, as to its provisions, ensuring that the ethical principles and values mentioned herein are effectively practiced by the Third Party and its value chain. If deemed necessary, Braskem may conduct specific training on this Code of Conduct for its representatives.

Third Parties are also responsible for reporting the occurrence of any violation of this Code of Conduct during the performance of their activities for Braskem, as provided in Section 4.14 of this document.

#### **4.13. On monitoring and evaluation**

Braskem may monitor the performance of its Third Parties during the supply of goods and delivery of services, with the purpose of supporting the improvement of management and strengthening the relationship between Braskem and its Third Parties.

Thus, all Third Parties are expected to communicate with their contact person at Braskem,

providing information and facilitating discussions with Braskem from time to time as agreed between the parties.

#### 4.14. On violations

All Braskem Third Parties are expected to comply with the guidelines of this Code. In certain instances where a violation has occurred, Braskem reserves the right to take appropriate measures, including contract termination, subject to prevailing contractual provisions.

In cases where the Third Party becomes aware of possible illegal or unethical conduct, including potential violations of Applicable Anti-Corruption Laws, Applicable Free Competition Laws and/or Braskem policies, including this Code of Conduct, the Third Party must immediately report the possible violation. To facilitate reporting, Braskem maintains several reporting outlets, several of which facilitate anonymous reporting:

- Any member of the Braskem Compliance Area;
- Braskem's Ethics Line: available twenty-four (24) hours a day, seven (7) days a week:



Brazil  
0800 377 8021

[www.linhadeeticabraskem.com](http://www.linhadeeticabraskem.com)



Argentina  
0800 222 0394

[www.lineadeeticabraskem.com](http://www.lineadeeticabraskem.com)



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Germany  
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Peru  
0800 76757

[www.lineadeeticabraskem.com](http://www.lineadeeticabraskem.com)



United States  
1 800 950 9280

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Singapore  
+65-31585409

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*Braskem is committed to timely and appropriate responses to all potential concerns. Braskem does not tolerate retaliation against anyone who makes a report of a potential violation or concern in good faith. Nothing in Braskem's policies, including this Code, prohibits Third Parties from reporting any concern or illegal activity to the appropriate regulatory authorities.*

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## *Awareness and acknowledgement*

All Third Parties shall receive and acknowledge this Code of Conduct, at the time of contracting or otherwise as requested by Braskem, by signing an Awareness and Acknowledgement Agreement (Annex I) or similar, such as through executing a formal agreement containing the provisions herein or system-enabled acknowledgement.

If deemed necessary, Braskem Compliance Area is available to support training of Third Parties for adherence to the rules established herein.



## Glossary

To standardize the terms and expressions used in this procedure, the following capitalized words shall have the following meanings:

**“Applicable Anti-Corruption Laws”:** All applicable domestic and international anti-corruption laws and regulations, including, but not limited to, Brazilian bribery and corruption laws, including Brazil’s Anti-Corruption Law (Law No. 12.846), the Mexican Anti-Corruption National System (“SNA”), the Foreign Corrupt Practices Act (“FCPA”) of the United States, and the Bribery Act of the United Kingdom, and similar laws that apply in the countries in which the Company operates.

**“Applicable Free Competition Laws”:** All national and international laws and regulations regarding the protection of free competition including, but not limited to, the Brazilian Competition Defense Law (Law No. 12,529/2011) and similarly applicable legislation within the countries in which the Company operates.

**“Braskem” or “Company”:** Braskem S.A., and all of its Subsidiaries in Brazil and abroad.

**“Business Courtesy” or “Business Courtesies”:** Any thing or benefit provided free of charge or below market value to any recipient, whether Public Agent or private, while conducting business for Braskem. Examples include gifts, travel, meals, and beverages, lodging expenses, hospitality, entertainment, offers of employment, or assistance obtaining a visa.

**“Close Relative(s)”**: Any spouse, partner, parent, grandparent, sibling, child, niece, nephew, aunt, uncle, or cousin, whether through blood or marriage; including those of the individual’s spouse and/or partner; and any other individual that shares the same household with the individual.

**“Conflict(s) of Interest”**: Occur when the interests of a Team Member, or the interests of an individual with whom the Team Member is associated, are at odds with the interests of Braskem, thereby interfering with (or appearing to interfere with) the Team Member’s ability to render objective judgment in executing his or her responsibilities for the Company, or when a Team Member, or a relative or associate of the Team Member, receives improper personal benefits because of a Team Member’s position at Braskem.

**“Facilitation Payment(s)”**: Small value payments made to a Public Agent to encourage, expedite, or secure the performance of an existing duty or obligation, such as the issuance of customs documents, or providing police protection or mail delivery.

**“Improper Payment(s)”**: Includes a broad range of corrupt payments of money or anything of value or any advantage, which does not need to be financial, made or given in order to influence favorably some decision affecting Braskem’s business, to obtain an improper advantage, induce or reward improper performance, where the payment or advantage itself is improper.

**“Public Agent(s)”**: Any individual acting in an official capacity or exercising a public function for or on behalf of: (i) a national, regional, or local government (whether in a legislative, administrative, or judicial capacity or function); (ii) an agency, department, or instrumentality of a national, regional, or local government; (iii) a government-owned or government-controlled company or enterprise, or (iv) a public international organization, such as the United Nations, the World Bank, or the World Trade Organization. Also, any political party, party official, candidate for political office, or any individual acting in an official capacity on behalf of any of the foregoing.

**“Team Member(s)”**: Braskem’s employees at all levels, including officers, board members, directors, interns, and apprentices (as applicable by geographical location).

**“Third Party”** or **“Third Parties”**: Any person, whether a legal entity or individual, who acts in the name or interest of or for the benefit of Braskem, and provides services, supplies or other goods, as well as business partners who render services to Braskem directly related to obtaining, retaining or conducting Braskem’s affairs, including, without limitation, any distributors, agents, brokers, forwarders, intermediaries, supply chain partners, consultants, dealers, resellers, representatives, joint venture parties, contractors, and other professional service providers.

## Annex I

### Awareness and Acknowledgement Agreement

By this Awareness and Acknowledgement Agreement, I, \_\_\_\_\_, representative of the company \_\_\_\_\_ (“Company”), registered under no. \_\_\_\_\_, in its capacity as a Third Party of Braskem, hereby declare that I am aware of the terms of the Third Party Code of Conduct, undertaking to adopt the practices indicated therein in the execution of my and the Company’s activities, as well as maintaining the confidentiality of any and all information received for the development of activities related to Braskem, including after the termination of the contractual relationship between Braskem and the Company.

Additionally, regarding issues of corruption, I hereby declare that I am, and the Company is, in compliance with the guidelines set out in this Code, and I understand that I am prohibited from offering, promising, paying, authorizing, or receiving any improper payments or carrying out fraud of any nature.

I further declare that the Company complies with Applicable Anti-Corruption Laws and that we disseminate and expect the same conduct from our employees, suppliers, business partners, outsourced workers, and representatives.

Date, \_\_\_\_\_, 20\_\_\_\_.

Name of the Third-Party Representative]  
[Name of the Third-Party Company]

Signature: \_\_\_\_\_



(Please sign this page only)





Braskem 