





Anticorruption Policy

The practice of corruption by any employees, interns, outsourced personnel, members of the Board of Directors, Statutory Audit Committee, officers, executives, representatives and other collaborators of QGEP PARTICIPAÇÕES S.A. and its controlled companies (“**QGEP**”), whether suppliers, temporary consultants, agents or third parties acting on behalf of QGEP (“**Collaborators**”) is prohibited and considered a serious breach of the rules and guidelines of our Code of Conduct. We are committed to respecting applicable anticorruption laws.

Our philosophy is one of zero tolerance in relation to corruption and for this reason **our Collaborators are NOT authorized to:**

- **pay or receive any form of bribe or kickback**, whether inside or outside of Brazil;
- **promise, offer or give, either directly or indirectly, an Improper Advantage to a Public Agent, or to a third party related to him, or to Third Parties seeking to obtain any favorable treatment.** The prohibition includes payment or offering an Improper Advantage to a Public Agent with the intent of speeding up or favoring analysis of an administrative process, obtaining licenses, authorizations, permits or any other measures inherent to their public function;
- **promise, offer or give payments or gifts** of any value to Public Agents or Third Parties with the intention of ensuring or speeding up the execution of any act or service to which the company is legally entitled (facilitation payments);
- **finance, fund, sponsor** or in any way support the practice of illicit acts;
- **use intermediaries** (“front men”) to cover up the interests or identity of the beneficiary of the corrupt act;

- **hinder investigatory or supervisory activities by Public Agents,** public bodies or entities, or interfere in their actions, including with respect to regulatory agencies and inspection bodies of the national financial system; and
- **hinder internal investigatory activities.**

WHAT IS IT ?

- **Improper advantage:** may be money or any other benefit given to a Public Agent or Third Party, which may be seen as consideration for obtaining some form of favorable treatment (e.g. gifts, meals, personal favors, loans, free-of-charge consultation, among others).
- **Public Agent:** any person who works or exercises a post at a public body or at a company controlled by the government, albeit temporarily or without pay (e.g. municipal, state and federal police officers and guards, military personnel, public servants in general, from any spheres of the government – cities, states and the Union, admitted by public examination or not, government inspectors and agents, employees of Petrobras, licensing agencies, such as IBAMA, staff of regulatory agencies, such as: CVM, ANP, etc.). Leaders of political parties and candidates for elective office are also considered Public Agents.
- **Third Party:** any person whose decisions may influence, albeit indirectly, the interests and business of QGEP (i.e. for purposes of private corruption).
- **Third-Party Intermediary:** suppliers, dealers, consultants in general, and other agents or intermediaries contracted by QGEP or who act on its behalf.
- **Family members:** parents, spouse, children, siblings, grandchildren, grandparents, brothers and sisters-in-law and first-degree cousins.

As a means of preventing any conduct that deviates from, and encouraging the maintenance of, an ethical environment, we have adopted controls and training contemplating specific situations, as set out in the sections that follow.

1. Granting benefits (gifts, meals, trips and lodging, entertainment and urgency fees)

The procedures and guidelines in this Anticorruption Policy apply to QGEP Collaborators, both for the granting of benefits, such as gifts, entertainment expenses, meals, travel, lodging and urgency fees, to Public Agents and Third Parties, as well as situations in which these benefits are offered to QGEP Collaborators.

The applicable anticorruption laws lay down restrictions related to benefits that may be provided to Public Agents and Third Parties (private corruption) or their respective Family members. Therefore, in the event of receipt or granting of any benefit, the Collaborator must always be aware that legitimate expenses related to the promotion, demonstration or explanation of a product or service, or arising from performance of a legitimate contractual obligation, on behalf of QGEP are permitted, unless prohibited by QGEP's Code of Conduct or policies.

As set out in detail below, all legitimate business expenses and those arising from contractual obligations, including accommodation, meals and travel expenses, must be recorded accurately in QGEP's accounts, with sufficient details and documentation to identify the sum, place of payment, the participants or beneficiaries (by name and position) and the purpose for the payment. All expense reports submitted for reimbursement must include receipts or other documentation to prove such expense.

Important!

If you have any personal relationship with any Public Agent, a Third Party or their Family members, and such Public Agent's or Third Party's decisions may influence/benefit QGEP, even if only indirectly, you must inform your supervisor and the Compliance Officer immediately of this personal relationship.

If you pay for gifts, trips, meals or entertainment for such Public Agent, a Third Party or for their Family members, due to your personal relationship, you must inform your supervisor and the Compliance Officer of the amount of the expense or the value of the benefit, the name, the beneficiary's position, when the expense occurred (e.g. wedding present, expenses due to illness, etc.). Even expenses personally paid for must be notified to QGEP to avoid exposure to an improper act or one prohibited by law or a situation of conflict of interests if they involve a Public Agent, Third Party or their Family members and such Public Agent's or Third Party's decisions may influence/benefit QGEP.

a) Presents and free gifts

A present or free gift is understood as being a keepsake distributed by way of courtesy, advertising, customary publicity or at the time of commemorative dates or events of historical or cultural significance. Furthermore, their distribution must be generalized, that is to say, not destined exclusively to a certain person. Traditional examples of free gifts are diaries, calendars, notebooks, pens (simple), key fobs, etc, containing the QGEP logo.

Presents or free gifts given or received by Public Agents, Third Parties, or their Family members, must not exceed a reasonable amount, and are permitted only when:

- **They are authorized by local laws**, regulations or rules and conceded only according to specific rules and formalities of each entity or

company whose beneficiary receives the free gift (in particular in the case of Public Agents);

- **They are not given or received** with the intention of corrupting;
- **They do not appear to be improper** or indicate an obligation of reciprocity; and
- **They are items linked to the QGEP brand** and approved by QGEP for distribution when given.

We recall that, besides the above requirements, presents or free gifts that reasonably appear to have a market value greater than R\$100.00 must be treated as an exception, i.e., they must not be offered or received by QGEP Collaborators with frequency. On top of this, such benefits must be communicated by completing the form in Schedule A to this Policy and accompanied by receipts and proofs of the sender and recipient. You must inform the type of present or free gift being given or received, its amount, the sender / recipient, the post of the sender / recipient and their employer, plus the justification for the present or free gift.

b) Meals

Expenses related to meals for Public Servants and Third Parties, such as, for example, business lunches or dinners, are permitted, provided they meet the following requirements:

- **They take place in the presence** of a QGEP Collaborator;
- **The purpose is strictly professional and/or institutional** (such as, for instance, business meetings with meals or meals offered by clients or partners for the purpose of training or informative lectures related to the market);
- **The expenses and amounts involved with these meals** must be reasonable;

- **The expenses covered must be limited to the Public Agents and/or Third Parties**, and may not include expenses related to their Family members or guests;
- **They are in accordance with professional ethics;**
- **They are not driven by any corrupt intention;**
- **They do not involve the expectation of something in return;**
- **The Public Agents or Third Parties** who offered or will be invited are not taking part in public or private tenders with QGEP on that date;
- **They are not profligate or inappropriate** (that is to say, adult entertainment); and
- **Payment is made directly** to the service provider (e.g. restaurant).

If a QGEP Collaborator has any doubts on the above requirements or as to the possibility of offering or accepting an invitation to a meal, they must contact the Compliance Officer for further clarifications.

C) Lodging and travel expenses

QGEP Collaborators are not authorized to make any expenses related to lodging, tickets and local transportation involving Public Agents, Third Parties or their Family members.

Moreover, if any Public Agent, Third Party or their Family members offer any benefit of this kind, QGEP Collaborators are not authorized to accept, without the prior authorization of the Compliance Officer, by completing the form in Schedule A.

Expenses related to trips for Public Agents and Third Parties to QGEP facilities, including offshore facilities (i.e. on platforms and vessels leased to QGEP), for purposes of inspection, technical visits or training shall be communicated to the Compliance Officer, preferably in advance (by completing the form in Schedule A).

D) Entertainment

Entertainment is understood to be any type of event with the intent of offering leisure to the participants. Examples of entertainment are invitations or tickets to musical shows, theaters, sporting events, among others.

QGEP allows its Collaborators to attend and receive entertainment from third parties, and its Collaborators may offer, promise or pay for entertainment for Public Agents, Third Parties or for their Family members, provided they are guided by a criterion of reasonability and meet the following requirements, cumulatively:

- **They are the result of institutional sponsorship** by QGEP or by the company offering the invitation;
- **The entertainment has the purpose of promoting values** such as culture and sport;
- **The invitation was not offered exclusively to our Collaborators** (i.e. it was also offered to other companies).

The concession or receipt of these benefits must be communicated to the Compliance Officer by completing the form in Schedule A.

If a Collaborator wishes to receive or offer entertainment that does not qualify within the cases above, he must ask for prior approval from the Compliance Officer.

A QGEP Collaborator who has any personal relationship with Public Agents, Third Parties or their Family members, in whose decisions QGEP has a direct interest, must inform the Compliance Officer if they are offered or are the receipt of some personal invitation to an entertainment event. In this notice, the Collaborator must include the type of event, who offered and to whom it was offered, and provide details on their relationship to this individual.

e) Facilitation payments

Facilitation payments are payments, generally of small amounts, requested by Public Agents with the intention of ensuring or speeding-up the performance of routine government actions.

In this regard, in view of the fact that even payments of small amounts are considered bribes by many anticorruption laws, including under Brazilian law, QGEP prohibits its Collaborators from making any payment which may be deemed an "urgency fee".

If you are asked to make any payment of this type, contact the Compliance Officer immediately.

● 2. Philanthropic donations or sponsorships

Donations and sponsorships encompass those made in cash, in the form of loans or the provision of equipment and services free-of-charge, among other things.

QGEP encourages its Collaborators to engage in charitable activities including financial support for charitable institutions. However, all Collaborators intending to make philanthropic donations or sponsorships by QGEP, or on its behalf, must notify the Compliance Officer in advance and the Compliance Officer will submit the request for approval to QGEP's C.E.O.

To make the philanthropic donation or sponsorship, QGEP's Collaborators must meet the following requirements:

- **Complete the form in Schedule B** for these situations and send it to the Compliance Officer;
- **The donations and sponsorships must be recorded in QGEP's annual budget** and be made for the benefit of organizations that develop legitimate activities and must not be made with a corrupt intention or in exchange for an Improper Advantage for QGEP;

- **The beneficiary institutions must be examined by the Collaborator** to ensure that no Public Agent or Third Party in a position to influence the business of QGEP benefits directly or indirectly from the philanthropic donations and sponsorships, and also to ensure that management of the entity is satisfactory, through an analysis of the balance sheets, among other documents to this end (for example, clearance certificates from government entities); and
- **No sponsorship or donation may be made to Public Agents** (or to entities in which they participate), who may influence decisions affecting the interests of QGEP.

Important!

If you have any personal relationship with the members of the administration of the philanthropic entity receiving the benefit, notify the Compliance Officer immediately.

● 3. Political donations

Political donations (to candidates, political parties or similar campaigns) by QGEP, or on its behalf, are prohibited.

While respecting the participation of Collaborators in political activities (which must always be personal in nature, outside working hours and in observance of the guidelines of the Code of Conduct), QGEP does not engage in political party activities. Because of this, QGEP's collaborators must not perform any political activity in the name of QGEP or make use of its facilities or assets, such as telephones, computers, institutional e-mail, videoconferencing equipment, among others for this purpose.

● 4. Contracting third-party intermediaries

In accordance with the applicable anticorruption laws, QGEP may be held liable for improper activities of its suppliers, dealers, consultants in general, agents or intermediaries (“**Third-Party Intermediaries**”).

In this regard, to avoid its being held liable for acts practiced by third parties, QGEP undertakes diligence activities surrounding its contracting practices, based on the information furnished by completing the form in Schedule C, without prejudice to requesting additional information or other documents prior to contracting. These investigations seek to evaluate the reputation, financial situation and experience of the Third-Party Intermediaries, and also to determine if any of the owners, administrators, officers, employees or companies associated to a Third-Party Intermediary are Public Agents or Family members of Public Agents.

The forms completed by Third-Party Intermediaries will be analyzed by the QGEP procurement department and if any relevant information is identified as related to corruption (“red flag”), this department shall submit the case for analysis and approval by the Compliance Officer. Examples of red flags are a Third-Party Intermediary: that is being investigated or has been convicted for breach of anticorruption laws; that has been prohibited from taking part in public tenders; that has Family members or maintains an open relationship with Third Parties in a position of decision-making that involves QGEP’s interests, among others.

Small and individual services, or the procurement of products of little value used in the everyday activities of QGEP, as defined by the procurement department, will dispense with the above procedure.

Services of legal agents!

It is obligatory to sign the Anticorruption Clause/Addendum in contracts executed between QGEP and a Third-Party Intermediary.

All contracts signed by QGEP with Third-Party Intermediaries shall contain the following guidelines, as applicable:

- **Contracting shall be transparent and based on legal and technical criteria** such as, for example, the criteria of quality, cost, security and punctuality;
- **Demand that the Third-Party Intermediary be aware of and follow QGEP’s Code of Conduct** and other policies applicable to the relevant contractual relationship and also in relation to payments for trips, entertainment or other expenses with Public Agents or Third Parties on behalf of QGEP, without its express written consent;
- **Demand that the Third-Party Intermediary be aware** of applicable anticorruption laws;
- **Set a fine and termination provision, without prejudice to other measures in the contract**, if the Third-Party Intermediary violates¹ the Code of Conduct or applicable anticorruption laws, as well as requiring that the Third-Party Intermediary be liable for any damages and expenses incurred by QGEP in these circumstances, as stated in the Anticorruption Clause;
- **The duty to inform whether any of the board members, officers, employees, administrators or principal employees** of the Third-Party Intermediary is a Public Agent or a Third Party who may benefit, directly or indirectly, from QGEP’s business;
- **Prohibitions on assignment of the contract or subcontracting** by the Third-Party Intermediary without QGEP’s written consent; and
- **Demand that the Third-Party Intermediary keep updated books and records**, detailing, if such is the case, the expenses incurred on behalf of QGEP and providing access to these records, upon request.

¹ The Compliance Officer shall analyze and investigate the conduct and draw up an internal report for examination and decision by QGEP’s C.E.O. to determine if a violation occurred.

Important!

It is obligatory to sign the Anticorruption Clause/Addendum in contracts executed between QGEP and a Third-Party Intermediary.

QGEP will not pay or reimburse expenses with fees, commissions, costs or other expenses for goods or services to Third-Party Intermediaries where such accounts are not in accordance with market practices or which seek the practice of illicit acts. In the event of any suspicions, consult with the Compliance Officer before making the expenditure.

● 5. Training

All QGEP collaborators and Third-Party Intermediaries will receive a copy of the Code of Conduct and policies applicable to their relations and shall prove, in writing, on an annual basis, that they undertake not to violate the guidelines, rules and standards set out by such provisions, while also attesting that they had suitable training in the previous year and complied with the applicable policies.

Moreover, QGEP Collaborators will receive periodic training (which may be in-person or remote, through online training), as stipulated by the Compliance Officer on the Code of Conduct and policies arising therefrom, and also on the applicable anticorruption laws, according to their working responsibilities.

Important!

If you have any doubts related to the Code of Conduct, the policies related thereto or the QGEP training program, contact the Compliance Officer.

² Para que se caracterize uma violação, o Gerente de Compliance deverá analisar e investigar a conduta e elaborar um relatório interno para a apreciação e decisão pelo Diretor Presidente da QGEP.

● 6. Participation in joint ventures, consortia and business partnerships

QGEP may be held liable for illicit activities practiced by its business partners with which it has a joint interest in other companies (called joint ventures), consortia or partnerships. Therefore, seeking to minimize these risks related to joint liability, at the time of forming joint ventures, business partnerships and consortia, QGEP's Collaborators must:

- **Seek partners** that identify with and commit to the values, beliefs and commitments contained in the Code; and
- **Establish an obligation to comply with the rules** set forth in the Code of Conduct and related policies, or a commitment to QGEP'S rules and compliance program, that is compatible with these provisions.

Prior to forming the consortium, partnership, joint venture or QGEP'S entry into a partnership of this type, the Compliance Officer shall perform a due diligence process, to verify not only the values and commitments of its future business partner, but also the background and good standing of these companies.

Contracts of a joint venture, consortium and any other partnerships shall necessarily contain anticorruption clauses, as established by the Compliance Officer and in accordance with Schedule D. Furthermore, consortia, partnerships and joint ventures operated by QGEP must obey the guidelines and standards set by the Code of Conduct and other related policies. To this end, QGEP will furnish a copy of these provisions and demand that their partners commit to observing them by signing an undertaking of responsibility or equivalent document, as determined by the Compliance Officer.

In cases where QGEP is not named as the operator in a consortium agreement or production sharing contract in a block or field, adopting these rules or similar rules will be encouraged and to this end QGEP will inform its partners of the contents of its anticorruption policies. When QGEP'S partner or consortium member has its own compliance program that is considered compatible with the Code of Conduct and

related policies, the Compliance Officer will appraise the possibility of dispensing with the adoption of these provisions and will report to the executive board.

QGEP's Collaborators who learn that any company participating in a consortium, partnership or joint venture with QGEP, or one of its representatives, has committed any activity that violates QGEP's Code of Conduct and related policies, shall communicate these activities immediately to the Compliance Officer.

QGEP will determine that its controlled companies adopt a system of reporting accusations, communications and prior approvals, as established in this Policy.

● 7. Whistle-blowing

Suspicion of any activity carried out in violation of QGEP's Code of Conduct, the policies, procedures and regulations, or in breach of applicable legislation in force at the time of the activity must be immediately notified to the Compliance Officer, who will investigate the facts that occurred. If the accusation involves the Compliance Officer, the suspicions must be reported to the C.E.O.

Examples of acts to be denounced are situations in which (i) Public Agents, their Family members or Third Parties seek improper advantages (corruption); (ii) benefits are offered to Public Agents, Third Parties or their family members in a manner non-compliant with the standards and procedures adopted by QGEP; (iii) contracts are signed involving companies whose partners are Family members of QGEP's Collaborators without the Compliance Officer having been provided with prior notice, among others.

WHISTLE BLOWING – HOW TO DO IT?.....

Collaborators who wish to make any communications or accusations to the Compliance Officer are to do so through the channels for

communication and whistle-blowing available on our website **www.qgеп.com.br**, in the Confidential Channel, by completing the form in Schedule E.



Confidential Channel
www.qgеп.com.br

QGEP values the help of its Collaborators who identify, in good faith, possible problems that require investigation, and we ensure the confidentiality of the matters involved. Thus, whistle blowing can be confidential and anonymous, if the whistle-blower wishes, guaranteeing the anonymity and protection necessary to make the accusation in full. A Collaborator who in good faith denounces a violation or suspicion of a violation will be protected against any acts of retaliation by QGEP.

The confidentiality of the information contained in the whistle blowing will likewise be guaranteed, as the whistle-blowing channel will be accessed exclusively by the Compliance Officer or an independent and specialist outside company.

If there are sufficient signs of a breach of the Code of Conduct, the QGEP policies or anticorruption laws, the Compliance Officer will carry out an objective investigation and send their conclusions and/or suggestion for application of a penalty to the C.E.O. in the form of a report, except when the investigation involves the C.E.O. himself, in which case the report shall be addressed exclusively to the Chairman of the Board of Directors. Following an analysis of the report, the C.E.O. (or the Chairman of the Board of Directors in cases where the whistle blowing involves the C.E.O.) will present his final decision on the whistle blowing.

Suitable disciplinary measures will be taken in the event of a violation, which may include a verbal warning, written warning, suspension for up to 30 days or terminating the relationship between

QGEP and the offender, as detailed in the Procedure for application of disciplinary measures.

The Compliance Officer shall keep a file containing a record of events of whistle blowing as well as the reports indicating the status of investigations and any final decision taken, access to which will be limited to the Compliance Officer and persons authorized by the Compliance Officer.

Attention!

Keep in mind that **a failure to denounce** a violation or suspicion of a violation of QGEP's Code of Conduct and policies and anti-corruption laws is considered a violation.

Schedule A



Form for Notification or Request for Granting Receipt of Benefits to or from Public Agents and Third Parties (Presents, Free Gifts, Entertainment, Travel and Lodging)

Compliance QGEP

This form is to be completed in the following situations:

- i.** when someone intends to give a gift in excess of the value of R\$100.00.
- ii.** when someone intends to have QGEP finance the transportation expenses of a Public Agent or Third Party.
- iii.** when there is a personal intention to give a present or pay for trips, meals, entertainment or other expenses for a Public Agent, a Third Party or their family members, in whose decisions QGEP has a direct or indirect interest, in excess of the value of R\$100.00.

Note: it will not be necessary to complete this form for: (i) offering or accepting gifts below R\$100.00 respectively, and (ii) expenses related to traveling to QGEP facilities already addressed or regulated in a specific contract.

Important: Attach all proofs of expenses related to the benefits granted.

1. Applicant's Details:

Name:

Position:

Department:

E-mail and phone/extension:

2. Information on the Public Agent, Third Party or their Family members:

Name:

Position:

Entity or Company:

Contact details of the Public Agent or his Family member – working address, phone, e-mail: