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### Policy of Relationship with Agents

REGISTRATION OF REVISIONS		
REVISION N°	DATE	REASON

PREPARATION	REVISIONS	TECHNICAL APPROVAL

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## Policy of Relationship with Agents

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## Policy of Relationship with Agents

### 1. Purpose

This Policy of Relationship with Agents (“Policy”) has the purpose of establishing the guidelines of integrity for the relationship with Agents and complement the procedures for qualification, registration, evaluation, contracting and interactions.

### 2. Definitions and Abbreviations

**Public Agent**<sup>1</sup>: any individual, public servant or not, of any level or hierarchy, exercising, even if for a period or without compensation, by election, appointment, designation, hiring or any other form of investiture or bond, mandate, position, job or function in or for the Governmental Authority; any individual who works for an entity renderer of service contracted or affiliated for the performance of typical activity of the Public Administration, as well as any leader of political party, its employees or other people who act for or on behalf of a political party or candidate for public function. It shall be considered Public Agent the one who falls into this definition, either national, foreign or who holds position, job or function in international public organizations.

**Governmental Authority**<sup>2</sup>: any body department or entity of the direct or indirect administration of any Powers of the Union, of the States, of the Federal District, of the Municipalities, of the Territory, legal entity incorporated to the public property or entity for whose creation or for the funding of the treasury has concurred to or will concur to more than fifty percent of the property or of the annual revenue, or on which the State or Government may, directly or indirectly, perform a dominant influence (by holding the majority of the subscribed capital, controlling the majority of the votes or by having the right to appoint the majority of the management members, management body or fiscal council); as well as bodies, state entities or diplomatic representations of a foreign country, as well as bodies, entities and people controlled, directly or indirectly, by the Public Authority of a foreign country or of international public organizations, including sovereign funds or an entity whose property is a sovereign fund. It is considered as Governmental Authorities for the purposes of this

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1 Examples: Employees of Ministries, Municipal and State Secretaries, employees of city halls and city councils, employees of public companies, governmental departments, employees of BNDES, Caixa Econômica Federal, Banco do Brasil and Petrobras, employees of Regulatory Agencies, politicians in general (deputies, councilors, mayors, governors, etc.), judges, prosecutors, tax employees, doctors of SUS, teachers of public universities, members of Courts of Accounts, employees of UNO, FMI, Banco Mundial, among other.

2 Example: Ministries, Secretary, Regulating Agencies, companies such as SABESP, CEDAE, SANASA, Banco do Brasil, BNDES, International organizations, such as Banco Mundial, FMI, United Nations Organization, among others.

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Policy both national and foreign, as well as international public organizations by comparison.

**Collaborator:** all the employees, managers, members of the committees and fiscal council, officers, apprentices and interns of the companies of **GROUP USIMINAS**, regardless of the position and duty.

**GROUP USIMINAS:** It includes Usinas Siderúrgicas de Minas Gerais S.A. – USIMINAS and all of its controlled companies.

**Close Relative:** in relation to a person, his or her spouse or domestic partner, consanguineous or related, in a straight line (ascending or descending) or collateral, up to the second degree of kinship.

**Agent:** any individual that is not a Collaborator or legal entity that is not part of **GROUP USIMINAS**, but that is contracted or subcontracted to represent or act on behalf of **GROUP USIMINAS**.

### **3. Description**

#### **3.1. General Rules**

The Program of Integrity of **Group Usiminas** aims at establishing the standard of ethics and conduct that shall be observed by its Collaborators, as well as to ensure the compliance with the respective values and rules that are not limited to the internal relationships.

**Group Usiminas** must also observe these rules and values in its relationships with Agents. This Policy shall be applied together, as applicable, with the Administrative Rules of Supplies and of approvals in the process of supplies.

**GROUP USIMINAS** may only enter into contractual relations with Agents that have been selected in accordance with the rules established in this Policy.

Hiring made through agreements or verbal contracts are prohibited.

#### **3.2. Coverage**

This rule applies to **Group Usiminas**. The guidelines described must be obeyed by all Collaborators.

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Its application covers all the activities developed by **Group Usiminas** in Brazil and abroad. In companies invested by **Usiminas** that are not its subsidiaries, **Usiminas** shall use its best efforts to that they adopt policies and practices in line with this Policy.

For clarification only, the agreement of the Agent may involve the following activities, among others:

- Attainment of licenses or any other form of authorization from a Governmental Authority or, even, the counseling in regulatory question from the Governmental Authority;
- Interaction, direct or indirect, with Agents or any Governmental Authority on behalf of **Group Usiminas**; or
  - Brokerage, agency, distribution, trading, intermediation and all the activities that include representation of **Group Usiminas** before any Third Parties, either individuals or legal entities, Public Agents, Close Relatives of Public Agents, Governmental Authorities or not, including, but not limiting to, attorneys-in-fact of **Group Usiminas**, customs brokers, transporters with the capacity to represent **GROUP USIMINAS** at border or national or international customs posts, advisors, lawyers, business representatives and managers.

### 4.3 Procedure

The procedure of contracting Agents includes a questionnaire and a background dossier that shall allow **Group Usiminas** to conduct a more accurate analysis of the possible risks related to the hiring and acting of an Agent with which it is intended to establish commercial relationships.

All commercial relationships established with Agents shall follow the procedure explained below. The Collaborators responsible for the contracting in each one of the units of **Group Usiminas** shall apply this Policy in the development of its activities and shall critically evaluate the information obtained, applying, as the case may be, the specific rules contained in the Administrative Rules of Supplies and of approvals in the process of supplies

**1<sup>st</sup> PHASE:** Analysis of the reasons for the contracting and of the tasks to be fulfilled by the Agents. Upon confirmation of the commercial and operational need of the services/products to be provided by an Agent.

It will be a necessary condition for contracting the express statement of the Agent that it adheres to the principles of the Code of Ethics and Conduct of **GROUP USIMINAS**, the Anticorruption Policy and this Policy through the adoption of the

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Compliance Clause (Annex 2), or that proves that it has internal policies compatible with the principles of the Code of Ethics and Conduct of **Group Usiminas**, the Anticorruption Policy and this Policy. In the case of proof, it will be up to the Department of Integrity to validate the evidence.

**2<sup>nd</sup> PHASE:** After the preliminary choice, the Questionnaire for Qualification (Attachment 1) shall be forwarded to be filled out by the Agent. The information collected in the questionnaire shall have a validity term of two (2) years, considering the date of the answer and/or of the delivery of all the documents.

The information reflected in the questionnaire should be carefully analyzed and if any response or piece of information is doubtful, inconsistent, evidence of any link between the Agent and Public Agents or Government Agencies, the Collaborators responsible for contracting shall provide the relevant clarifications of the part of the Agent (which must be provided in writing), in order to clarify or clear any doubts.

The Collaborators responsible for the contracting must complement the Questionnaire for Qualification of Agents with a verification of eventual notes in registries and public lists of restriction.

Some examples of these lists are:

- ✓ National Register of the Inapt and Suspended Companies (CEIS);
- ✓ National Register of Civil Convictions for Acts of Administrative Improbability of the National Justice Council;
- ✓ List of Disqualified and Inapt at the Federal Public Finance Court;
- ✓ National Register of Punished Companies (CNEP).

The contracting of a potential Agent in any of the lists mentioned here must be avoided. If this hiring is deemed necessary, it must be submitted to the Department of Integrity.

Whenever it deems it necessary, the Department of Integrity may request additional diligences.

**3<sup>rd</sup> PHASE:** The contracting area must prepare and file a contractual management dossier in order to ensure the existence of a secure and reliable base of information, as well as to update the registration data of the Agent hired at least every two (2) years.

Depending on the type of agreement and always applying a criterion of prudence, the Collaborator responsible for the hiring process must apply one, some or all of the following tools in order to have an adequate knowledge of the Agent before hiring him/her. The following list is indicative and, if necessary, Collaborators may request

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to the Department of Integrity additional and more sophisticated measures to complete the review process, in accordance with the requirements of the hiring:

- Searching in the Internet for background and relevant adverse news in relation to the hiring.
- Review on local and international news portals
- Background verification through unrestricted public access databases (CADE, Brazilian Central Bank, Brazilian Judiciary, etc.).
- Reviewing the background check systems contracted by the **GROUP USIMINAS** (Thomson Reuters, Dow Jones, or similar)
- Interviews with the hierarchical staff or with the staff in charge of hiring the Agent.
- Research and contact with commercial references that the Agent provides to the **GROUP USIMINAS**, at its request, to prove the satisfaction of other clients and the previous experience of the Agent.
- Request to the Agent a copy of the policies and procedures that are part of the integrity program that the Agent may have adopted to accredit the Agent's level of commitment to issues of ethical conduct and transparency in business management.

**4<sup>th</sup> PHASE:** After the collection of all the necessary information, if the risks related to the potential Agent are not identified, the contracting shall follow the provisions of approval of **Group Usiminas**.

If there is a risk related to the hiring of the potential Agent, it will be up to the Department of Integrity to evaluate the situation and issue an opinion authorizing or not the hiring. If authorized, the hiring will follow the approval rules of **Group Usiminas**.

The contracting of Agents must always be effected by a contractual instrument, which shall contain, at least, (i) clear and express definition and description of the scope of work and detail of the services to be provided in favor of **GROUP USIMINAS**, (ii) detailed description of the agreed consideration and the form of payment, including explicit clarification of the conditions in which the additional expenses will be paid (with prior authorization when appropriate and appropriate documentary support), expressly disregarding the possibility of paying expenses or other remunerations that are not duly justified; (iii) prohibition of subcontracting, unless expressly authorized by **GROUP USIMINAS**; and (iv) sections that allows **GROUP USIMINAS** to verify compliance with contractual commitments (especially in the Compliance Clause (Annex 2)) through audits or regular review processes.

### 4.1 Situations of Alert

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Some situations may serve as alerts for the Collaborators of **Group Usiminas** in the relationship with Agents. Collaborators should seek the assistance of the Department of Integrity to resolve any concerns prior to initiating or continuing operations or activities that concern them, and should document the investigation or diligences taken and the resolution of such concerns. Examples of alert situations are:

- The Agent has no sufficient resources or qualification for the performance of the services proposed;
- The Agent requests, or requires, commissions or success rates in atypical situations or of high amounts and/or disproportionate to its responsibilities or asks to register irregularly such payments;
- The Agent tries to prevent or avoid any of the phases previously described through the refusal or imposition of unnecessary delays to answer the questionnaires or to include the necessary clauses or to comply with the requirements of the Code of Ethics and Conduct and the other policies of the Integrity Program of **Group Usiminas**.
- The Agent makes unusual or suspicious requests for payment (for example, request that payments be made in a country other than the one where the service is provided, or to a person other than the Agent himself, as well as requests for payments made in a way other than a bank transfer or in a hidden way);
- The Agent asks to keep the agreement secret;
- An employee or any person affiliated with the Agent has influence over the decision-making process or has a Close Relative or other relationship that could unduly influence the decision-making process in question (e.g., an association or a known intimate relationship with a Public Agent);
- The Agent has a reputation for bribery or for payments of gratuities;
- Specific recommendation of the Agent by a Public Agent;
- Past accusations or evidence of improper business practices involving the Agent;
- The Agent suggests that he/she have or may make "special agreements" in relation to the decision-making process or action in question;
- An employee or any person connected to the Agent suggests that the proposals or requests be made through a specific individual, company or other entity other than the usual or normal channel;
- An intermediary, other than the Agent involved in accordance with the policies, procedures and standards of **Group Usiminas**, is involved for no apparent reason;
- After verification of any entry in public registers and restriction lists as required by the Policy, or other applicable procedure for the payment to the Agent, the name of the Agent and/or the name of one or more of its managers, employees, representatives or affiliates is identified as being or having been



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subject to investigation, proceedings, sanctions or prohibitions by past or current government agencies; and

- Any information provided by a potential Agent or obtained by **Group Usiminas** by any other means that reveals that the Agent or any of its managers or controlling shareholders is a Close Relative of a Public Agent or has a known intimate association or relationship with a Public Agent.

### **5. Disciplinary measures and remediation**

The non-observance of the precepts described in this Policy justifies the imposition of disciplinary measures and remediation provided in the Code of Ethics and Conduct of **Group Usiminas** and by the law.

### **6. Attachments**

ATTACHMENT 1 – Questionnaire for Agents

ATTACHMENT 2 - Clause of Compliance

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### ATTACHMENT 1 - Questionnaire for Agents

QUESTIONNAIRE OF QUALIFICATION OF AGENTS
Full Name or Corporate Name:
CPF or CNPJ:
Website:
Full address:
Address of the branches (including abroad)
Date of constitution of the company:
Places of provision of service:
Field of activity and service to be provided:

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Corporate Purpose:			
Legal Representative (only for Legal Entities):	Name:		
	Position:	Telephone:	E-mail:
	CPF:	Identity Card:	
Individual of contact	Name:		
	Position:	Telephone:	E-mail:
	CPF:	Identity Card:	
1. For how long the company has been performing the activity that is being offered to Group Usiminas?			
2. The company or individual is obliged, by law, to have registration or to obtain licenses from any governmental body or organization to provide the service to Group Usiminas? If so, which one(s)?  List the body of registration, name of the license, date of commencement and validity term for each one of the licenses or registrations.			
3. Does the company already provides or has provided for services or products to Group Usiminas? If so, when and which ones?			

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4. For the supply of materials or the rendering of services shall it be necessary any form, direct or indirect, of contact with Public Officials? If so, which ones?	
5. Indicate three commercial references of clients:	
<b>REFERENCE 1</b>	
Name or Corporate Name:	CPF or CNPJ:
Person of Contact:	Position:
E-mail:	Telephone:
Website:	
<b>REFERENCE 2</b>	
Name or Corporate Name:	CPF or CNPJ:
Person of Contact:	Position:
E-mail:	Telephone:
Website:	
<b>REFERENCE 3</b>	
Name or Corporate Name:	CPF or CNPJ:
Person of Contact:	Position:
E-mail:	Telephone:
Website:	
6. Indicate which people integrate the board of executive officers and the board of directors of the company, if applicable.	

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Name	Position	Period (mm/dd/yyyy)

7. Inform the shareholding composition of the company. If there is any legal entity in the list of shareholders, indicate the final beneficiaries of the legal entity, and, then, successively, until the level in which there are only individuals.

Name or Corporate Name	Nationality	Interest (%)

8. Inform the data of the controlling company (if any), subsidiaries and controlled companies (if any).

#### CONTROLLING COMPANY

Corporate Name:

Country:

Address:

Telephone

Website:

#### SUBSIDIARIES

Corporate Name:

Country:

Address:

Telephone

Website:

#### CONTROLLED COMPANIES

Corporate Name:

Country:

Address:

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Telephone:	Website:
9. Does the company have audited financial statements and accounting records? If affirmative, describe the process of approval, informing the respective individuals responsible for the analysis.	
10. Any of the people listed in items 6 and/or 7 or his or her spouse or domestic partner, consanguineous or related, in a straight line (ascending or descending) or collateral, up to the second degree of kinship is a Public Official? List the name, the position, the office and the period for each one of the people.	
11. Any of the people listed in items 6 and/or 7 or his or her spouse or domestic partner, consanguineous or related, in a straight line (ascending or descending) or collateral, up to the second degree of kinship occupies any position or has duties in any political party or political campaign? If so, who?	
12. Any of the people listed in items 6 and/or 7 or his or her spouse or domestic partner, consanguineous or related, in a straight line (ascending or descending) or collateral, up to the second degree of kinship is a candidate to any political position? If so, who and when?	
13. Any Public Agent or Governmental Authority has any right of management or financial or corporate interest in your business? If positive, describe the extension of the management control or financial interest.	
14. Without prejudice of the need to the prior written authorization of Group Usiminas, will it be necessary to subcontract or use other individuals or legal entities for the performance of the agreement? If yes, which and for what?	
15. Does the company have a Code of Ethics or of Conduct? If yes, please provide a copy.	
16. Its collaborators have already received training sessions in which were addressed matters related to ethics and corruption, practice of commercial and corporate illicit acts and relationships with public agents?	
17. Does the company have a professional responsible for a Program of Integrity or Anticorruption Policies? If yes, indicate the name, professional experience, responsibilities and contact information.	

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<b>Name:</b>							
<b>Professional Experience:</b>							
<b>Responsibilities:</b>							
<b>E-mail</b>	<b>Telephone:</b>						
<p>18. Does the company participate in or has participated, in the last five (5) years, in proceedings or administrative or judicial investigations for illicit acts provided in laws that regulate acts related to bribery, kickback, corruption, anti-competitive practices and/or money laundering?</p> <p>If yes, identify the proceeding, the procedural phase and the person involved.</p>							
<p>19. Any of the people, individuals or legal entities, listed in items 6 and/or 7 participates or has participated, in the last five (5) years, in proceedings or administrative or judicial investigations for illicit acts provided in laws that prohibit acts related to bribery, kickback, corruption, anti-competitive practices and/or money laundering?</p> <p>If yes, identify the proceedings, the procedural phase and the person involved.</p>							
<p><b>20. STATEMENT</b></p> <p>I declare to have full knowledge that the information provided above, as well as the documents made available are true and represent the full disclosure of the relevant information to this questionnaire. I undertake to communicate immediately to Group Usiminas if any change occurs to the information presented herein</p> <p>Place and Date: _____</p> <table><tr><td>Name:</td><td>Name:</td></tr><tr><td>Position:</td><td>Position:</td></tr><tr><td>Company:</td><td>Company:</td></tr></table>		Name:	Name:	Position:	Position:	Company:	Company:
Name:	Name:						
Position:	Position:						
Company:	Company:						

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### **ATTACHMENT 2 – Compliance Clause**

1. The CONTRACTED PARTY declares that the services provided in the scope of the present instrument shall meet the provisions related to the practices of anticorruption, and shall comply with all the Brazilian laws related to the matter, including, but not limited to, the provisions of Laws nº 8.429/92, 9.613/98, 10.467/2002, 12.846/2013 and to the Interamerican Convention Against Corruption, approved by means of the Legislative Decree nº 152/02.

2. The CONTRACTED PARTY undertakes, in the exercise of its rights and obligations provided in this Agreement and in the compliance with of any of its provisions: (i) not to give, offer or promise to give anything of value or advantage of any nature to Public Agents or its Close Relatives or any other person, companies and/or private entities, with the purpose of obtaining undue advantage, influence act or decision or direct business illicitly and (ii) to adopt the best practices of monitoring and verification of the compliance with the anticorruption laws.

2.1. "Public Agent" means any individual, public servant or not, of any level or hierarchy, exercising, even if for a period or without compensation, by election, appointment, designation, hiring or any other form of investiture or bond, mandate, position, job or function in or for the Governmental Authority; any individual who works for an entity renderer of service contracted or affiliated for the performance of typical activity of the Public Administration, as well as any leader of political party, its employees or other people who act for or on behalf of a political party or candidate for public function. It shall be considered Public Agent the one who falls into this definition, either national, foreign or who holds position, job or function in international public organizations.

2.2. "Close Relative" means in relation to a person, his or her spouse or domestic partner, consanguineous or related, in a straight line (ascending or descending) or collateral, up to the second degree of kinship.

3. The CONTRACTED PARTY declares that it is aware of the precepts provided in the Code of Ethics and Conduct of the CONTRACTING PARTY and in the Anticorruption Policy and shall observe them in the course of the execution of this Agreement. The CONTRACTED PARTY also declares to accept trainings as to the rules of the referred Code of Ethics and Conduct, whenever necessary.

4. The CONTRACTED PARTY assures that its officers, directors, executives, employees and/or representatives, during this agreement, shall comply with the provision of this Clause and of the Code of Ethics and Conduct of Group Usiminas, as well as adopt reasonable measures to ensure that any agent, subcontractor, representative, supplier, attorney-in-fact or any other representative of the CONTRACTED PARTY complies with the provisions of this Clause and the referred Code of Ethics and Conduct.

5. The non-compliance with the obligations provided in this Clause and in the Code of Ethics and Conduct by the CONTRACTED PARTY and in the Anticorruption Policy, its officers, directors, executives, employees and/or representatives, as well as by any agent, subcontractor, representative, supplier, attorney-in-fact or any other representative, shall be considered as a serious breach to the Agreement. In this case, the CONTRACTING PARTY



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reserves its right to suspend the fulfillment of its contractual obligations and to withhold possible payments to the CONTRACTED PARTY. This Agreement may also be terminated, in full right, regardless of any notice or judicial or extrajudicial interpellation, without prejudice to the contractual and/or legal sanctions and eventual indemnification for losses and damages.

6. The CONTRACTED PARTY undertakes to maintain books, accounts, records and invoices reliable and consistent with the operations to which they correspond. The CONTRACTED PARTY agrees, in the event of indication of irregularities or of any illicit practice, to provide to the CONTRACTING PARTY, either directly or by means of people formally indicated by the Contracted Party for such purpose, access to all the documents, accounts and records related to the contracting and to the execution of the purpose of this Agreement.

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