



# Third Party **CODE OF** Conduct

MARCH/2025



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Braskem is a global company passionate about transformation and the belief that it can improve people's lives with sustainable chemical and plastic solutions. Achieving this mission is only possible with sustainable and ethical business conduct by our Team Members and by our Third Parties, acting with integrity, transparency, and in accordance with all applicable laws.

Throughout this Code of Conduct, you will learn Braskem's minimum standards and expectations for its Third Parties. This code was created with inspiration both from widely accepted documents and from the laws and regulations of the countries where we operate. It should serve as a guide on how to conduct various activities that help us achieve our goals together, ethically.

We count on your support to share its content and to establish adherence to the Code with your employees, business partners, and other suppliers related to your relationship with Braskem, ensuring that the ethical principles and values mentioned here are effectively practiced throughout your value chain. Keep in mind that, if deemed necessary, Braskem may conduct specific training on this document for its Third Parties.

Additionally, Braskem may monitor the performance of its Third Parties during the supply of products and provision of services, to support management improvement and strengthen the relationship between Braskem and its Third Parties. Therefore, we expect all our Third Parties to provide information when requested, as agreed between the parties.

**And do not forget: Everyone is expected to promote a fair and honest environment in our value chain. Count on us to support you in this mission, too.**

Yours sincerely,

**Roberto Ramos**

Braskem Business Leader

## Sustainable Development

For Braskem, our commitment to the community, our Team Members, shareholders and other stakeholders contributes to sustainable development, meeting the needs of everyone today and in the future.

We expect that our Third Parties aim to strengthen their positive impacts and mitigate or control any negative impacts in the socio-environmental sphere. In addition, we expect our product suppliers to be committed to the life cycle of their products, from the extraction of raw materials (obtaining them in a legal and conflict-free manner) to the appropriate final disposal of the product, including recycling processes.



### 1.

## BUSINESS INTEGRITY



See more about "Third Parties" by clicking here.

### 1.1. Image and Reputation

Our image has immeasurable value to us. Our Team Members and Third Parties have a duty to protect it, both by immediately communicating potential deviations, and by ceasing and remedying any practices that may compromise Braskem's name or reputation.

### 1.2. Asset Use and Protection

All our Team Members and Third Parties must use Braskem's assets and resources appropriately, whether tangible or intangible. Examples of these assets include, but are not limited to facilities, machinery, materials, samples, equipment, electronic devices, vehicles, furniture, securities, data, information and intellectual property, including patents, processes and technologies, as well as the Company's brands and names. Information technology resources (e.g. cell phones, e-mails, any software and hardware) provided by Braskem must also be used responsibly and for the exclusive benefit of Braskem, and may be tracked and monitored by the Company, whether for compliance purposes dictated by external regulations or internal procedures.



Additionally, all Braskem matters, (including negotiations, projects and contracts) must be treated confidentially and in a manner that protects and preserves the intellectual property rights and privileges of both the Company and Third Parties under its responsibility. Furthermore, confidential and proprietary information of Braskem and Third Parties under Braskem's care and responsibility must be disclosed only to those who need to know it and must be used only for the specific purposes of providing the service and/or material by the Third Party. Third Parties must refrain from using, publicly disclosing, or sharing any of Braskem's confidential, proprietary or "under responsibility" information that they may have access to, without prior and express consent from the Company.

If you receive access to confidential information from Braskem or any other Third Party by mistake, under no circumstances should you share this information. Notify Braskem's focal point immediately.

### 1.3. Data Protection and Privacy

We comply with applicable laws and regulations on Privacy and Personal Data Protection. Third Parties that process Personal Data on behalf of or jointly with Braskem or its controlled companies are subject to the obligations imposed on operators, co-controllers or independent controllers, depending on the specific case applicable, and must (i) act in strict compliance with these laws, regulations, guidelines and policies of Braskem, (ii) including, but not limited to, ensuring full compliance with the principle of transparency of Personal Data that is shared with Braskem.



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

### 1.4. Corruption

Braskem does not tolerate any kind of bribery or corruption, so our operations and activities must always comply fully with all Applicable Anti-Corruption Laws.

Therefore, a Third Party CANNOT:

- Offer, promise, pay or authorize an offer or payment of money or any object of value to a Public Agent, or any other person or entity, directly or indirectly (including via Third Parties), that:
  - Influences any action (or omission) or decision of the recipient in violation of his duties;
  - Induces the recipient to use his/her influence to interfere in any act or decision of the entity involved;
  - Obtains an undue advantage or assists Braskem in obtaining or maintaining business; or
  - Rewards the recipient for having decided or acted in a way that unduly benefits Braskem.
- Request or accept any amount or item of value, directly or indirectly, that:
  - Improperly influences the judgment or conduct of the recipient, whether to perform an action, omission, or to use their influence in their job responsibilities; or
  - Rewards for having decided or acted in a way that unduly benefits the person or entity by offering the item of value to the recipient.



Improper Payments are not only cash payments; They could also come in other forms (gift cards, undue discounts, etc.).

For additional information on Improper Payments, Facilitation Payments and other considerations regarding Braskem's position regarding Corruption, access the Global Anti-Corruption Policy available [here](#).

Braskem Third Parties must not engage in acts of extortion, fraud, money laundering, falsification of documents or incorrect financial transaction statements, as well as any activity that may constitute an act of corruption or a violation of Applicable Anti-Corruption Laws. In addition, Third Parties must be alert and implement practices aimed at preventing and ceasing any transaction that may represent a legal or criminal risk.

### 1.5. Free Competition

Applicable Free Competition Laws were established to protect and encourage free and open competition, stimulating creativity and promoting productivity.

Respect for an environment of fair and ethical competition is a fundamental value for Braskem and must guide all of its business and activities, as well as those of our Third Parties.

### 1.6. Trade Compliance

Our Third Parties must comply with applicable laws of all countries in which they operate, including those governing import and export controls, economic restrictions and sanctions, customs requirements and other trade controls.

### 1.7. Conflicts of Interest

Improper conduct by an individual may arise from several issues, including a Conflict of Interest, which occurs when personal interests – or the interests of Relatives – have some influence on the decisions made as a Third Party of Braskem. Our Third Parties must implement processes that ensure the identification and treatment of potential Conflicts of Interest of their employees, and we expect that, during their relationship with Braskem, any situation that may constitute or appear to constitute a Conflict of Interest will be declared to the Company.





### 1.8. Business Courtesies

Business Courtesies are common in certain cultures, however any payments or provision of valuable items (including entertainment, hospitality, travel or gifts of significant value) to Public Agents, individuals, or entities may be considered an Improper Payment and/or a violation of Applicable Anti-Corruption Laws. Considering this, Third Parties acting on behalf of Braskem can only provide/receive Business Courtesies when they:

- Are reasonable and customary (i.e., not Extravagant and/or Luxurious Business Courtesies) and do not appear to be improper or present a Conflict of Interest;
- Are infrequent and modest according to local customs;
- Intend to serve legitimate business purposes and are not provided to obtain an unfair advantage or to obtain or retain business;
- Comply with Braskem’s Third Party Code of Conduct and all applicable laws and regulations.

It is preferred, that Third Parties acting on our behalf obtain pre-approval from Braskem prior to offering Business Courtesies.

Understand what “Business Courtesies” are by clicking here.

## 2.

### HUMAN RIGHTS, DIGNITY AND DIVERSITY

We act in accordance with the laws of the countries where we operate, as well as with internationally recognized commitments, treaties, conventions, guidelines and standards, and we expect the same from our Third Parties. We are guided by the International Bill of Human Rights, which includes: the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights; the ILO Fundamental Conventions; the International Labour Organization (“ILO”) Declaration on Fundamental Principles and Rights at Work; the United Nations (“UN”) Guiding Principles on Business and Human Rights and related legislation.

Therefore, Third Parties are expected to have a work environment (whether inside or outside Braskem facilities):

- Free from prejudice and discrimination based on race, color, biological sex, nationality, religion, any type of disability or physical or intellectual characteristics, marital status, sexual orientation, gender identity, social class, age, union membership, political beliefs or party affiliation; not just during the execution of their activities, but especially during hiring, remuneration, access to training, promotion, dismissal or retirement processes;
- Free from any form of aggression and/or intimidation, including but not limited to sexual or verbal harassment;

- Free from the threat of any type of violence, retaliation, abuse or physical discipline;
- Where people are valued and properly remunerated for their skills and capabilities, in accordance with applicable labor laws and ethical standards consistent with this document;
- Where everyone is treated with dignity, respect and courtesy and is engaged in promoting inclusion, equity and diversity.

### 2.1. Working Conditions and Zero Tolerance for Forced Labor

Braskem respects and promotes human rights in its activities throughout the production chain and expects that Third Parties with which it maintains relationships also respect human rights in conducting their business, share our principles and comply with labor rights and duties.

Third Parties shall not tolerate, permit or engage in the use of: forced labor, child labor, work that could be deemed slavery, human trafficking, working conditions that permit moral and/or sexual harassment in the workplace. Measures to prevent such violations from occurring shall be taken.



Third Parties must commit to reviewing their processes and adopting the necessary measures to cease and eliminate any risk of sexual violence against children and adolescents, especially in business areas, supply chains, or locations known for higher occurrence of sexual exploitation (i.e freight logistic thoroughfares and adjacent rest areas, significant new construction projects in isolated areas – including industrial plants, cities with large hospitality and events industries, and other areas that present an inherent higher risk of sexual trafficking and violence). In addition, Third Parties must make efforts to manage their processes and formulate guidelines that contribute to preventing and addressing the problem.

Braskem will not enter and/or maintain relationships with Third Parties that use irregular and/or illegal labor practices involving children and adolescents, practices like forced labor, child and adolescent sexual exploitation, human trafficking and any other practices associated with modern slavery.

We expect our Third Parties to provide their employees with adequate working conditions with health and safety at the forefront – always in compliance with the labor laws of the country where they operate and as agreed in collective bargaining agreements.

Additionally, we expect our Third Parties to have programs and/or processes for managing their own supply chain which seek to engage their direct and indirect suppliers in principles and practices aligned with this Code.



## 2.2. Health and Safety

Health and safety are fundamental and non-negotiable values for Braskem. We must comply with all applicable laws and relevant industry standards of practice regarding health and safety. To this end, each Third Party must:

- Provide its employees a work environment with adequate health and safety conditions to safely carryout their activities;
- Conduct assessments and inspections to identify hazards and risks associated with operations or activities, and implement controls to eliminate or mitigate such risks;
- Conduct assessments 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 for cases of non-compliance;
- Comply with applicable laws and relevant industry practices regarding health and safety applicable to the activities and the location of operation;
- Comply with product and service management regulations;
- Comply with the requirements of Braskem's integrated management system on health, safety and the environment related to Third Parties and Braskem's Health, Safety, Environment, Quality and Productivity Policy (HESQP) when established and applicable to the nature of the relationship with the Third Party;
- Maintain its own health and safety management systems applicable to your business;
- Immediately report to Braskem and investigate all incidents related to the working relationship with Braskem;
- Report environmental irregularities to the responsible authorities, in accordance with regulatory requirements;
- Ensure that its employees are effectively trained and qualified in relation to health, safety and environmental issues; and
- Be aware of and practice Braskem's environmental, health and safety commitments while working at any Braskem facility.



# 3.

## RELATIONSHIPS

### 3.1. With Politicians

Braskem does not adopt a political or partisan position and respects the rights of Team Members, outsourced contractors and other Third Parties regarding their individual political convictions, political and union involvement. Likewise, Braskem expects its Third Parties to recognize the freedom of association of its employees and respect the laws that protect such rights.

In addition, Braskem does not authorize its Third Parties to make donations to political parties on its behalf or associate a third-party political donation with Braskem's name, brand or image.

To resolve potential collective conflicts, the following principles must be applied:

- Recognition of labor unions as entities that legally represent their employees;
- Dialogue should be the preferred method for resolving conflicts and reaching mutual understanding;
- The principles and values described in this Code of Conduct are non-negotiable; and
- The physical integrity (safety) of Braskem's Team Members and assets must be preserved.

### 3.2. With Communities

Braskem respects its surrounding communities and therefore expects its Third Parties to also have this commitment, seeking to maintain continuous dialogue with community leaders, and to ensure respect for human rights through dialogue and transparency.

### 3.3. With the External Public

Social networks and media are a way to create connections and communications. Your publications, whether corporate or individual, professional or personal, should not contain any type of confidential or inappropriate information, as they may harm Braskem's operations, image and reputation.

#### Remember:

- Your statements, publications and comments are not anonymous.
- All mentions or references to the Company, its Team Members or Third Parties in interviews with the press or in publications on social networks must be previously communicated to and approved by Braskem's Communications department and by the contract manager.





### 3.4. With Partners

Third Parties are responsible for selecting their Business Partners and suppliers, who must also act in accordance with this Code in their relationships.

Third Parties are required to inform Braskem of any Business Partners and/or suppliers which also act on behalf of or for the benefit of Braskem. We may require our direct Braskem Third Party to send a copy of this Code to their Business Partners- whether our Third Party has a document similar to this Code or not. Braskem may also require that Third Parties not use or hire, directly or indirectly, any subcontractor or other person, entity or intermediary without prior consent.

Furthermore, Braskem Third Parties are responsible for the actions taken by their Business Partners and suppliers. Therefore, they must make their best efforts to have programs and/or processes in place to manage their own supply chain, contracting only partners who share the ethical principles and values set forth in this Code, and conducting due diligence – including, but not limited to, Human Rights Due Diligence – before deciding to establish and then maintain any relationship. Braskem may require Third Parties to send a copy of such subcontractor Due Diligence reports before consenting to the engagement.

### 3.5. With the Environment

Braskem complies with environmental legislation, actively participates in the protection of the ecosystems where its industrial facilities are located and supports public and private projects related to environmental preservation. This participation is carried out through diligence and care in the manufacturing, handling and transportation of its products, support in the preservation of forest reserves, prevention of waste of natural resources and promotion of preservation campaigns to raise awareness in the communities where it operates. As such, it is important that Third Parties consider initiatives that involve ecologically sustainable development of the regions where they operate, complying with applicable standards and laws, always seeking to reduce the environmental impact of their actions, operations, products and services and working on the development and implementation of environmental management tools.



## 4.

### VIOLATIONS

Braskem expects that its Third Parties have or implement processes to prevent, detect and report cases of corruption and deviations from this Code. We expect our Third Parties to provide their employees with a channel to report suspicious conduct or illegal activities in the workplace, ensuring confidentiality and non-retaliation against the good faith whistleblower. We also expect that these reports will be adequately investigated and, as necessary, corrective measures will be taken.

If a violation of this Code occurs, whether by Braskem Team Members, their representatives, or Third Parties, Braskem reserves the right to act appropriately, including termination of the contract, subject to the contractual provisions in force. In cases where the Third Party becomes aware of potential, suspected, under investigation, or proven illegal or unethical conduct, including potential violations of the Applicable Anti-Corruption Laws, Applicable Free Competition Laws and/or Braskem Normative Documents of which it is aware (including this Code of Conduct), the Third Party must immediately report the possible violation to Braskem. To facilitate reporting, Braskem maintains the Ethics Line Channel, available 24 hours a day, seven days a week, for internal (Team Member) and external (Third Parties and society in general) use by telephone or internet, allowing individuals the option of filing a report anonymously:

-  > Brazil: 0800 377 8021 – [www.linhadeeticabraskem.com](http://www.linhadeeticabraskem.com)
-  > Germany: 0800 183 0763\* – [www.lineethikbraskem.com](http://www.lineethikbraskem.com)
-  > Netherlands: 0800 022 7714 – [www.ethieklinebraskem.com](http://www.ethieklinebraskem.com)
-  > Mexico: 01 800 681 6940 – [www.lineadeeticabraskemidesa.com](http://www.lineadeeticabraskemidesa.com)
-  > United States: 1 800 950 9280 – [www.ethicslinebraskem.com](http://www.ethicslinebraskem.com)
-  > Argentina: 0800 222 0394 – [www.lineadeeticabraskem.com](http://www.lineadeeticabraskem.com)
-  > Colombia: 01 800 518 4806 – [www.lineadeeticabraskem.com](http://www.lineadeeticabraskem.com)
-  > Peru: 0800 76757 – [www.lineadeeticabraskem.com](http://www.lineadeeticabraskem.com)
-  > Chile: +56-448909744 – [www.lineadeeticabraskem.com](http://www.lineadeeticabraskem.com)
-  > Singapore: +65-31585409 \*\* – [www.ethicslinebraskem.com](http://www.ethicslinebraskem.com)

\* Free telephone support available during business hours and free telephone support received via electronic recording outside business hours.

\*\* Free calls subject to local operator restrictions.

Braskem is committed to responding to all potential concerns promptly and appropriately. We do not tolerate retaliation against anyone who reports a violation or concern in good faith. Nothing in Braskem’s Normative Documents, including this Code, prohibits Third Parties from reporting any concern or illegal activity to the appropriate regulatory authorities.



# 5.

## AWARENESS AND ACKNOWLEDGMENT

All Braskem Third Parties receive and must be familiar with this Code of Conduct upon their approval to engage with Braskem and at the beginning of their relationship with the Company, by signing an Awareness and Acknowledgement Agreement (Appendix I) or similar instrument, such as a system-enabled acknowledgement. If necessary, Braskem's Compliance Area is available to support Third Party training.



## APPENDIX I TERM OF KNOWLEDGE AND RESPONSIBILITY

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.

Furthermore, regarding issues of corruption, I hereby declare that I am, and the Company is, in compliance with the guidelines presented 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: \_\_\_\_, of \_\_\_\_\_, 20\_\_\_\_.

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

Name of Third-Party Representative:

Name of Third-Party Company:

(Please sign this page only)



# 6.

## GLOSSARY

To standardize the terms and expressions used in this procedure, the following words starting in capital letters should have the following meanings:

**“Applicable Anti-Corruption Laws”:** All applicable national and international anti-corruption laws and regulations, including, but not limited to, Brazilian bribery and corruption laws, including the Brazilian Anti-Corruption Law (Law No. 12,846/2013), the National Anti-Corruption System (“SNA”) of Mexico, 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 relating to the protection of free competition, including, among others, the Brazilian Competition Defense Law (Law No. 12,529/2011) and similar legislation applicable in the countries where the Company operates.

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

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

**“Business Partners”:** Any third party that has a direct or indirect relationship with Braskem via Braskem’s Third Parties, such as: suppliers, subcontractors or representatives of Braskem Third Parties, that act on behalf of, in the interest of or for the benefit of Braskem.

**“Conflict(s) of Interest”:** Occurs when the interests of a Member or Third Party, or the interests of an individual with whom the Member or Third Party is associated, are at odds with the interests of Braskem, thus interfering (or appearing to interfere) with the Member or Third Party’s ability to objectively judge the execution of his/her responsibilities by the Company, or when a Member or Third Party, or a relative or associate of the Member or Third Party, receives undue personal benefits due to a Member’s position at Braskem.

**“Extravagant and/or Luxurious Business Courtesies”:** Courtesies that go beyond reasonable business purposes, moderation, and balance, and therefore have an excessively high, luxurious, and/or indulgent value.

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

**“Human Rights Due Diligence”:** Process based on the premises of the United Nations Guiding Principles on Human Rights and Business, which guides companies to map risks to people associated with their business (own operations and chain); integrating them with the responsible areas of the company to establish prevention, mitigation and/or remediation actions; carrying out due monitoring of the actions; and public communication of the process.

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

**“Money Laundering”:** A process that seeks to mask the nature and source of money associated with an illegal activity by introducing these funds into the economy in a way that appears legitimate and/or in which their origin or owner cannot be identified.

**“Normative Document(s)”:** Braskem’s Bylaws, Shareholders’ Agreement, Code of Conduct, corporate policies, corporate guidelines, global standards, procedures, and work instructions – these are the corporate documents used by Braskem to document the principles and processes by which corporate activities are conducted. Thus, Normative Documents describe, record and disclose the Company’s standards and processes to ensure that actions carried out on behalf of Braskem are consistent and conducted in alignment with its values. They are formal Braskem documents with content on corporate decisions, rules and guidelines that are vital to directing Braskem’s work with legitimacy, traceability and applicability, and must be observed and applied by a specific defined universe of Team Members.

**“Personal Data”:** Any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors relating to the physical, physiological, genetic, mental, economic, cultural, or social identity of that person.

**“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 corporation or enterprise; or (iv) a public international organization, such as the United Nations, the World Bank, or the World Trade Organization. In addition, any political party, party official, candidate for political office, or any individual acting in an official capacity on behalf of any of the foregoing.

**“Relative(s)”:** Any spouse, partner, mother, father, grandmother, grandfather, sister, brother, daughter, son, niece, nephew, aunt, uncle, cousin, connected by blood relation or marriage; including the relatives of the spouse and/or partner of the individual; and any other person living under the same domicile with the individual.

**“Team Member(s)”:** Employees who work at Braskem at all levels, including executives, advisors, directors, interns and apprentices (as applicable in geographic locations).

**“Third Party” or “Third Parties”:** Any person, natural or legal, acting on behalf of, in the interest of or for the benefit of Braskem, providing services or supplying other goods, as well as business partners that provide services to Braskem, directly related to obtaining, retaining or facilitating business, or for the conduct of Braskem’s affairs, including, without limitation, any distributors, agents, brokers, forwarders, intermediaries, supply chain partners, consultants, resellers, contractors, parties to a joint venture, and other professional service providers.

Braskem 

