

# **CODE OF ETHICS AND CONDUCT**

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## 1. Message from the Executive Board

It is with great satisfaction that we share with you the new version of the Code of Ethics and Conduct of **USIMINAS**, one of the most important reference materials on our daily routine. It reflects the commitment of the entire team of **GROUP USIMINAS** to respect the laws in force and the internal rules that govern our performance, both individually and on the whole **GROUP USIMINAS**.

In this Code, you will find the principles that should guide the decision making process and our relationship with suppliers, Agents, customers, public authorities, civil society, press and several other publics that are part of the routine of **GROUP USIMINAS**. The document also helps to strengthen to the different stakeholders the performance of **GROUP USIMINAS**, always based on correction, transparency and respect.

With this new version, the **GROUP USIMINAS** keeps up to date with the new challenges, inquiries and realities that arise in the midst of the society in which we are part of, reinforcing the responsibility of each Collaborator in the consolidation of an ethical and respected company, in a clear and direct way.

We count on the commitment of all in strict compliance with our Code, as well as in the dissemination of these important messages and in the daily practice of our values. Thus, we are certain that **GROUP USIMINAS** will remain in the path of growth, building its present and future, and following as a reason for pride for its Collaborators, Shareholders and for the Country.

## 2. Applicability and scope

The **Code of Ethics and Conduct** ("Code") is a fundamental rule of **GROUP USIMINAS** and its purpose is to guide the relationship of **GROUP USIMINAS** companies with its internal and external public. All the rules and guidelines of conducts provided in the Code with reference to **GROUP USIMINAS** are extended to all the other companies of **GROUP USIMINAS**.

The Collaborators of **GROUP USIMINAS**, its representatives and Agents must act in accordance with the guidelines contained in the Code, other applicable regulations and internal rules of the **GROUP USIMINAS**, as well as with the legislation in force in the places where **GROUP USIMINAS** maintains its activities.

In the companies invested by **USIMINAS** that are not its subsidiaries, **USIMINAS** shall endeavor one's best efforts to adopt policies and practices in line with this Code and with the policies of **USIMINAS**.

The members of the Board of Directors, Fiscal Council and Committees, officers and managers are the main sponsors of the Code and have the mission to apply it in their routines and foster the dissemination its principles and rules to all **GROUP USIMINAS**.

Whenever faced by any situation that is not provided in the Code, ask yourself:

- Will I feel embarrassed if my family, my colleagues and my superiors come to know my conduct?

- Will I have professional problems or losses if someone under my supervision has this conduct?
- Will my conduct cause physical, financial or reputational damage to the company and/or to third parties?

Affirmative answers to these questions may indicate potential violations to this Code and to other policies of Integrity Program applicable to **GROUP USIMINAS**. In such situations, look for the channels of communication described in the Chapter 14 before practicing any action.

### 3. Definitions

For the purposes of this Code, the terms initiated with capital letter below shall have the following meaning:

**Open Channel:** space for sending information, complaints and doubts about the Integrity Program and any practices in violation of this Code or the policies of **GROUP USIMINAS**.

**Collaborator:** all the employees, managers, members of the committees (statutory or non-statutory) and fiscal council, officers, apprentices and interns 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.

**Related Parties:** The concept of “Related Parties” is the one defined in the Bylaws of **Usiminas**, as amended from time to time.

**Integrity Program:** means this Code and the policies and the measures established by Usiminas from time to time as a result of the same aiming to ensure the integrity in its activities and comply with the provisions of the Law No. 12.846/13.

**Agents:** means 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**.

### 4. Corporate View and Values

The Code was developed from the standpoint of **GROUP USIMINAS** being a reference in terms of quality and management in the steel industry, focusing on people, on clients and on the generation of sustainable results.

The principles and rules provided in the Code are based on the following corporate values of **GROUP USIMINAS**:

- **Safety**

We believe that zero accident is possible and is a priority goal that we seek daily, in all the activities developed at the company.

To involve and inform our Collaborators, we developed actions and initiatives that seeks to reinforce the safety culture among own employees and those of third parties.

We invest significantly in trainings and courses so that our teams are increasingly trained to develop their activities in an adequate and safe manner.

At **GROUP USIMINAS**, in all our units, safety comes first.

- **Clients**

Focus on the client is one of our motivations here at **GROUP USIMINAS**, in the different areas of the company.

Know well and always be close to our clients, of the most several sectors, allowing us to create solid and durable partnerships, based on mutual gains.

Here at **GROUP USIMINAS** we are always available to learn and innovate, developing customized products and anticipating ourselves to the needs of each client.

Together with our partners and clients, daily we construct the future we aspire.

- **People**

We believe in and trust people, the Collaborators of **GROUP USIMINAS**.

We have competent professionals in our team and we stimulate the cooperation and the commitment.

We value the contribution and the potential of our professionals, stimulating their development and growth within **GROUP USIMINAS**.

For these people, we are always searching to improve our atmosphere at work and the humanization of our environments, acting respectfully regarding the differences.

We try to stimulate the best of each one so that together we can build a better future.

The respect and the appreciation allow us to work in a nice and pleasant environment.

- **Quality**

Our focus is excellence.

We seek the satisfaction of our clients conquering their fidelity, meeting the agreed requirements and also exceeding their expectations.

This is our commitment with quality. We train our professionals, understand the needs of the clients and we develop innovative and customized products and solutions, always focusing on quality.

- **Results**

By means of collective and individual challenging goals, we are always searching to improve our results.

Our agility in the decision making, austerity in the expenses and simplification of bureaucracy contribute so that we can assume a more competitive posture in face of the internal and external markets.

The results are essential to allow our development and growth.

In addition to the corporate values, **GROUP USIMINAS** and its Collaborators must adhere to the following standards of behavior:

- **Transparent Management**

Our Collaborators must take the necessary measures to ensure the transparency of the information and decision-making.

For purposes of this document, the information is considered transparent when it accurately reflects the reality.

A decision is defined as transparent when it complies with all the following conditions:

- It is approved at the appropriate level, as set forth in the applicable policy or procedure.
- It is based on reasonable analysis of the risks involved.
- There is record of your motivation.
- Put the best interests of **GROUP USIMINAS** ahead of personal interests.

- **Compliance with laws and regulations**

All Collaborators must comply with the legislation to which **GROUP USIMINAS** is subject in all cases, including the laws in force in the different countries in which **GROUP USIMINAS** conducts business or operations outside Brazil.

**GROUP USIMINAS** periodically issues policies, regulations and standards to achieve its business objectives, to apply best practices and to ensure compliance with current legislation.

The Collaborators must be aware of and comply with such policies, regulations and rules. Of course, this Code and such policies, regulations and rules does not address all situations that **GROUP USIMINAS** and its Collaborators may face. If in doubt, Collaborators should consult the Legal Department of **USIMINAS** or refer to the Integrity Department via the Open Channel for assistance in this regard.

**The provisions set forth in this Code prevail over the obedience to instructions from superiors, in case of conflict.**

Adherence to the provisions of this Code is one of the conditions for employability of the Collaborators by **GROUP USIMINAS**.

Compliance with this Code shall be the sole and personal responsibility of each Collaborator. In case of any violation, Collaborators cannot plead ignorance or obedience to a superior.

Collaborators must adopt a proactive attitude, avoiding a passive tolerance attitude towards possible violations. **GROUP USIMINAS** encourages the communication of any doubt,

complaint, suggestion or denunciation of activities with suspected irregularities following the requirements established in Chapter 14.

All Collaborators must cooperate with the internal investigations when requested.

Hierarchical superiors shall not approve or tolerate violations to this Code by its subordinates and shall immediately report any suspicious circumstances of this nature to the Department of Integrity.

Depending on the severity of the violation, the disciplinary sanctions can lead to dismissal with cause or to the termination of the relationship with **GROUP USIMINAS** and other legal measures that may be promoted even after the termination of the relationship.

## 5. Conduct in the relationship with Collaborators

### 5.1. Prejudice, discrimination and harassment

**GROUP USIMINAS** respects the diversity of its Collaborators and promotes equal opportunities for all. All Collaborators shall act with honest, fair, dignified, courteous manner, with availability and attention to all the people with whom they relate in the scope of their employment relationship or as a result thereof both inside and outside **GROUP USIMINAS**.

It is the duty of all at **GROUP USIMINAS** to observe and respect the individual characteristics of the Collaborators, whether related to the race, origin, color, religion or belief, gender, sexual orientation, age, marital status, political conviction, economic situation, physical or mental capacity, as well as any other factor of individual definition.

The **GROUP USIMINAS** uses the individual merit as sole criterion of professional admission and ascension, based on the assessment of the performance, and ensures the right of the Collaborators to know and be represented in the preparation of the criteria of evaluation and functional progression.

#### **What to do?**

*Question:* A colleague from another sector constantly complains for receiving undignified treatment from superiors by reason of one's sexual orientation. He reports jokes, unpleasant nicknames and other embarrassing situations in the presence of other colleagues. This situation generates a bad environment for the team and disturbs the performance of the colleague. Can I do something to help?

*Answer:* This situation is inadmissible and shall be communicated to the company so that the matter is evaluated and corrected. Communicate the fact in the Open Channel or, if you prefer, directly to the responsible person for the HR of its unit. You may also talk to your colleague for him to make the due communication of the fact.

It is the duty of all at **GROUP USIMINAS** to maintain a work environment that stimulates the respect, the dignity, the well-being and the integration of all the Collaborators. **GROUP USIMINAS**

cares about the balance between professional, personal and family life of all the Collaborators. Any form of prejudice, discrimination or harassment is not to be tolerated.

#### **Moral and sexual harassment**

Question: What is moral harassment?

Answer: Moral harassment is the deliberate repetition of gestures, words and other behaviors that expose the employee to humiliating and embarrassing situations capable of causing offense to the personality, to the dignity or to the psychological or physical integrity, with the harasser prevailing of his status as hierarchical superior or the ascendancy inherent to the exercise of the position, job or function.

Question: What is sexual harassment?

Answer: Sexual harassment is embarrassment of one upon words, gestures or acts with the purpose to obtain sexual advantage or favoring.

The Collaborator who feels discriminated, targeted of prejudiced, of abusive practices or of harassment and is not comfortable to deal with the subject with its hierarchical superior shall communicate the fact in the Open Channel or to the responsible person for the HR of its unit for it to be duly evaluated.

**GROUP USIMINAS** will take all measures, to the extent permitted by applicable law, to protect the confidentiality of any complaint made in the conduct of the analysis and in the verification. All complaints received by **GROUP USIMINAS** will be duly investigated and verified.

**GROUP USIMINAS** does not allow any type of retaliation against any person who files a report in good faith.

The communication with the Open Channel can be done via the Intranet, Internet or by calling 0800-276-2011 (toll-free).

#### **5.2. Labor relationships**

**GROUP USIMINAS** respects the labor legislation in force, as well as the individual labor conditions. **GROUP USIMINAS** does not admit any type of child labor, forced, degrading work or work in conditions similar to slavery in its operations. **GROUP USIMINAS** also does not maintain relationship with clients and suppliers who adopt such practices.

**GROUP USIMINAS** does not tolerate the consumption, the carrying of any type of illicit drug and the practice of activities under the effect of such substances during the working period. **GROUP USIMINAS** also does not tolerate smoking in prohibited areas, the consumption of alcohol during the working period (except for official social or festive occasions when moderate consumption is permitted) or working in drunken conditions and the practice of activities related to gambling in its facilities.

The carrying, the guard and the manipulation of guns in the facilities of **GROUP USIMINAS** are also expressly prohibited, with exceptions of the employees of areas duly authorized and qualified, according to the internal safety rules.

### 5.3. Health and safety

The health and the physical integrity of all the Collaborators are priority to **GROUP USIMINAS**, no deviation of behavior that puts at risk the health and safety shall be allowed. It is the duty of **GROUP USIMINAS** to provide all the information, guidance and equipment related to such themes, besides promoting trainings and lectures so that all understand and comply with the policies and procedures of health and safety.

Collaborators shall undertake to adopt a safe behavior and in compliance with all the safety rules and procedures so that their physical integrity is protected. Emergency situations as work accidents shall be dealt with in a responsible and in a timely manner reported to the administration of the local unit.

### 5.4. Union participation

**GROUP USIMINAS** values the action of unions as bodies representatives of the interests of its employees.

**GROUP USIMINAS** also recognizes the right of free association and respects the participation in unions, not practicing any type of discrimination to unionized employees.

### 5.5. Duty of Loyalty and Conflicts of interest

It is the duty of the Collaborators of **GROUP USIMINAS** to exercise their functions in an impartial, honest and professional form, always in accordance with the business objectives and fundamental values of **GROUP USIMINAS**.

Collaborators must prioritize the interest of **GROUP USIMINAS** in whatsoever situation that may lead to a real or potential personal benefit for itself or third parties, including, but not limiting to, its Close Relatives, close or associated persons. For such, no Collaborator shall act with personal interests in prejudice to the interests of **GROUP USIMINAS**.

Eventual conflicts of interest must be communicated in writing by the Collaborator in question to their hierarchical superior and the Collaborator must move away from the situation generating the conflict. If the Collaborator does not manifest its conflict of interest, any other person may do so, by means of the Open Channel, with the intention to preserve **GROUP USIMINAS**.

The Collaborator who occupies positions in external entities that has relations with **GROUP USIMINAS** or that has Close Relatives who work at **GROUP USIMINAS** or companies related to **GROUP USIMINAS**, as consortium, clients or suppliers, shall communicate the fact in writing to its hierarchical superior, who will evaluate eventual conflicts of interest and adequate measures to be adopted.

### What to do?

*Question:* I have a cousin that has a company and has interest in providing services to **GROUP USIMINAS**. May I introduce his company to **GROUP USIMINAS**?

*Answer:* Yes, you may introduce the company to the department responsible for the contracting of third parties. As to ensure the impartiality of the selection and future conflicts of interest, you shall communicate the fact to your hierarchical superior and do not interfere or participate in the hiring process.

More detailed information on conflicts of interest is provided in the Policy of Conflict of Interests and Transactions with Related Parties available at the Intranet.

## 6. Conducts in the relationship with third parties

### 6.1. Relationship with the market

**GROUP USIMINAS** practices the principle of transparency and adopts the best practices of Corporate Governance. All the matters related to the relationship with the market are in charge of the area of Relations with Investors.

The relationship with the investors, shareholders, market analysts, regulating bodies and other interested people of the market shall always be transparent, in compliance with the applicable rules and regulations. **GROUP USIMINAS** ensures the constant supply of public and equitable information that manifest the reality and allow the monitoring of the activities, of the investments and of the performance of **GROUP USIMINAS**, in the form of the applicable law and regulations.

### 6.2. Transactions with Related Parties

**GROUP USIMINAS** maintains commercial relationships of exchange of services, resources, information and/or obligations with Related Parties.

The transactions with Related Parties shall strictly respect the legislation in force, Usiminas' bylaws and the Policy of Related Party Transactions, be transparent and be in a market condition and be selected through technical, professional and ethical criteria, and shall observed the formality of approval established in the Bylaws..

More detailed information on transactions involving Related Parties is provided in the Policy of Related Party Transactions available at the Intranet.

### 6.3. Relationship with suppliers, service providers and Agents

The action the **GROUP USIMINAS** in its relationship with suppliers, service providers and Agents is based on transparency, honesty and respect.

The suppliers, service providers and Agents of **GROUP USIMINAS** are selected and contracted by means of technical, professional and transparency criteria. The contracting always aim at the best return in terms of quality, cost benefit, technical and financial reliability, as well as the compliance to the legal, environmental, labor requirements, of work health and safety.

In the hiring of Agents that requires, directly or indirectly, interaction or intermediation with the Public Authority, **GROUP USIMINAS** will check in the public registrations if the third party has a history of corruption or harmful acts against the Public Authority **GROUP USIMINAS** will evaluate with referred Agent holds an integrity program that lowers the risk of occurring irregularities and that are in accordance with the ethical principles of this Code.

More detailed information on the contracting and management of Agents are provided in the Policy of Relationship with Agents available at the Intranet.

The use of information provided by the suppliers, service providers and Agents and entrusted to **GROUP USIMINAS** must always comply with the internal rules regarding Safety Information.

#### 6.4. Relationship with clients and liabilities for the products

**GROUP USIMINAS** has in its clients the main reason to exist and does not tolerate the undue favoring of a client in detriment to others. Focused on this ideal, assumes daily commitments with the quality, the punctuality, the promptness and all the actions that may rise the satisfaction with the products and services that it offers to the market.

The quality of the products and services offered shall be ensured by **GROUP USIMINAS**, the Collaborators shall be responsible to ensure the efficiency, promptness, readiness and politeness in the treatment with the clients.

The use of information provided by the clients and trusted to **GROUP USIMINAS** shall always respect the internal rules on Safety of Information. **GROUP USIMINAS** does not tolerate the unconsented use of information of its clients for any other purpose other than the ones that motivated the sharing of information.

#### 6.5. Rewards, gifts and hospitalities

Collaborators of **GROUP USIMINAS** are not authorized to offer, promise, receive or require payments, rewards, gifts and non-promotional favors with the purpose to give or obtain advantage or undue benefit in the relationship with suppliers, clients and other third parties.

The offer, the delivery or the promise of a reward or gift for a public official, presents risks of integrity to **GROUP USIMINAS**.

The payments of trips, hospitalities or any other expenses related to the business, as lunch or dinners, shall be reasonable, always in observance to the strict commercial interest and in compliance with the applicable Policy.

##### **What to do?**

*Question:* I am from the area of purchases and I received an invitation from a supplier to meet the plant of his company in another city. The invitation includes other people not related to **GROUP USIMINAS**, as family members and friends, and the hotel accommodation during a weekend. May I accept the invitation?

*Answer:* Visits to suppliers are common in the process of quotation and knowledge of possible partners. The extension of the invitation to third parties not related to **GROUP USIMINAS**, or during a weekend, however, may configure as undue benefit and shall not

be accepted. Inform the fact to your superior to align the best form to refuse the invitation.

For more detailed information involving the offer, promise or receipt of rewards, gifts and hospitalities, previously consult the Policy of Gifts, Rewards and Hospitalities available at the Intranet.

#### 6.6. Donations and sponsorships

**GROUP USIMINAS** stimulates the development of philanthropic and cultural activities in the places where it is present and, for such, allows the controlled practice of donations and sponsorships. These actions shall always be previously approved by the Department of Integrity and shall only be allowed to entities that do not have any history of being involved in illicit activities and in political activities.

Under no circumstances it is admitted donations and sponsorships with other purposes other than to the benefited activities, such as covering of undue payments, obtaining undue benefits or favoring of Collaborators, as well as Close Relatives, of **GROUP USIMINAS**.

**GROUP USIMINAS** does not admit that its Collaborators request or accept, invoking or not the name or representation of a company of **GROUP USIMINAS**, any type of benefit and/or help under the form of support, donation or sponsorship to perform any type of event, inside or outside its facilities.

It is forbidden the donation of funds for political parties, political campaigns and/or candidates to political positions, with funds from any of the companies of **GROUP USIMINAS**.

The sponsorships with use of funds obtained from tax exemptions require observance of specific laws. More detailed information on donations and sponsorships is provided in the Policy of Sponsorships and Donations available at the Intranet.

#### 6.7. Competitive practices

**GROUP USIMINAS** recognizes the importance of the defense of competition and values the free and ethical business. Its commercial relations are based on the strict observance of the laws and of the principles of honesty and respect.

**GROUP USIMINAS** is against any commercial strategy that aims at: (i) limiting, fraud or any form of harming the free competition or the free initiative; (ii) dominating the relevant market of goods or services in a way that it is not by means of the market achievement resulting from a natural process based on the greater efficiency **GROUP USIMINAS** in relation to its competitors; (iii) increasing prices in a coordinated way with competitors or at the expense of the general economic interest or (iv) exercising in an abusive form a dominant position.

##### **What to do?**

*Question:* What can be considered a competition infraction?

*Answer:* The Brazilian law provides several conducts that are considered as competitive infractions. Common examples are agreements, combinations, manipulations or price and product adjustments with competitors.

All information on the market and on the competitors shall be obtained by means of transparent and suitable practices, without violation to the law in force. If there is any doubt on the regularity of a certain conduct from the competitive standpoint, contact the Legal Department.

More detailed information on competitive practices, as well as on merger filings with local competition authorities, are provided in the Competition Policy available at the Intranet.

#### 6.8. Mergers, acquisitions and other corporate operations

**GROUP USIMINAS** values transparency and safety of corporate associations that it makes with third parties. As a result of this, all the mergers, acquisitions and other corporate operations made by **GROUP USIMINAS** shall be performed in compliance with the legal provisions and be preceded of a verification of integrity of the parties and risks involved and other diligences compatible with the complexity of the transaction.

#### 6.9. Relationship with the community

It is the prerequisite of **GROUP USIMINAS** to maintain a harmonious coexistence with the communities where it is present, respecting the people, the local culture and the environment. **GROUP USIMINAS** is always careful with the impacts eventually produced by its operations and invests in the development and in the improvement of the quality of the life of these communities.

**GROUP USIMINAS** encourages the involvement of its Collaborators with charitable organizations of the community, as well as the volunteer participation in events promoted in favor of these organizations, always according to the dispositions of this Code and of the internal rules of **GROUP USIMINAS**.

Only appointed spokespeople by **GROUP USIMINAS** are authorized to represent the company before the established leaderships of the communities.

#### 6.10. Relationship with the press and social media

The contacts with the press are promoted, exclusively, by spokespeople appointed by **GROUP USIMINAS**. If the spokesperson is sought to give information, interviews and/or statements on behalf of an entity of **GROUP USIMINAS** to any vehicle of communication, forward the request previously to the area of Corporate Communication of **USIMINAS**.

**GROUP USIMINAS** recognizes the importance of the social media in the communication and defends the liberty of expression. For this reason, **GROUP USIMINAS** is present in the main social media and the General Management of Corporate Communication has a team responsible for the management of the content and relationship with all the publics by means of these channels.

It is also important to remember that every Collaborator is a public “ambassador” of the company. That is, there is the expectation that it is capable to express our values and principles.

All must be careful with the excess of exposure. By eventually participating in discussions related to **GROUP USIMINAS**, make it clear that you are not speaking for the company and that your opinions are personal. Before posting something, ask yourself: “What will be the repercussion of this post?” or “My post may be misinterpreted? Is there any risk to the company’s image? A

content hardly disappears after being shared. Manifest your thought in a responsible, respectful and polite form. Use a friendly and kind tone with your usual communication.

The responsible use of the name and the marks of **GROUP USIMINAS** in social media is the duty of all Collaborators. Thus, the use of such networks for personal purposes in the working period shall always be guided by the common sense and in compliance with Chapter 11 of this Code.

The Collaborators of **GROUP USIMINAS** must keep confidential and not disclosure to any third parties non-public information that they have access to in the performance of their work for **GROUP USIMINAS**. All other information to which the Collaborators had access must be treated with responsibility and care. In case of doubt, all information must be considered confidential and treated with care and in accordance with Chapter 9 of this Code. The confidential information of **GROUP USIMINAS** must always be protected to avoid undue or unintentional disclosure or disclosure in violation of applicable laws and regulations considering that Usiminas is a publicly-held company regulated by CVM.

## 7. Conducts in the relationship with the Public Authority

**GROUP USIMINAS** is constantly relating with the Public Authority, both in the capacity of provider as in the capacity of taker of products and services, as well as by obtaining licenses, permits, authorizations and permissions. This relationship shall always be based on ethics, seriousness and professionalism.

The Anticorruption Law (Law No. 12,846/13), as well as several local and international legislations and legislations in the countries with which **GROUP USIMINAS** carries out transactions regulate conducts of public officials and provide serious penalties to the companies, employees and administrators for illicit acts related to public bodies and officials, including bribery and corruption. Failure to comply with any of these laws is a felony that could result in fines for **GROUP USIMINAS** and imprisonment for violators.

Therefore, it is strictly forbidden to the Collaborators and Agents of **GROUP USIMINAS** to offer, promise, deliver or authorize, directly or indirectly, things of value or undue advantages to public officials or to third parties related to the public officials, with the purpose of influencing or compensating any action, omission or decision of a public agent or governmental authority in the interest and/or benefit of **GROUP USIMINAS**, exclusive or not.

Examples of public officials are: (i) inspectors of agencies and public bodies; (ii) customs agents; (iii) holders of political positions, as mayors, councilors and secretaries of Municipalities and States; (iv) judicial officers; (v) civil and military police; (vi) members of the Fire Department.

More detailed information on relationship with the Public Authority is described in the Anticorruption Policy available at the intranet. If you have doubts on how to behave before a public official, however, contact your superior or the Department of Integrity before practicing or agreeing to any action.

### 7.1. Competitive procedures and public agreements

**GROUP USIMINAS** participates of competitive procedures and monitors the public agreements that it has in an ethical and transparent manner. It is strictly forbidden to Collaborators and Agents:

- to frustrate or fraud, upon adjustment, combination or any other means, the competitive nature or any act of public bidding procedure;
- to remove or try to remove the bidder, by means of fraud or offer of advantage of any type;
- to obtain advantage or undue benefit, in a fraudulent form, of modifications or extensions of agreements executed with the public administration, without authorization in law, in the convening act of the public bid or in the respective contractual instruments; or
- to manipulate or fraud the economic financial balance of the agreements executed with the public administration.

More detailed information on conducts in competitive procedures and public agreements is described in the Anticorruption Policy available at the Intranet.

### 7.2. Inspections by public officials

**GROUP USIMINAS** depends on several licenses, authorizations and permissions for the development of its activities. Consequently, the companies of the **GROUP USIMINAS** are subject to routine monitoring and inspections by public bodies, entities and public officials.

It is the duty of all Collaborators of **GROUP USIMINAS** to collaborate with the monitoring and inspections, being forbidden actions that aim to frustrate or interfere the monitoring by the public authorities.

All the monitoring and inspections shall be accompanied by members of the Legal Department and/or of the departments being subject to the official actions. It is strictly forbidden to promote, offer or deliver any advantage to public officials, or to third parties eventually appointed, directly or indirectly, so that they act in disagreement with, delay or omit necessary actions to the progress of the monitoring and inspections.

### 7.3. Political participation

**GROUP USIMINAS** has an active participation in the preparation of public policies and in the defense of its interests. **GROUP USIMINAS** does not exercise political party activities but respects the individuality of each Collaborator in relation to their options, provided they are manifested outside of the work environment and have no relation with **GROUP USIMINAS**.

In relation to the electoral legislation in force, **GROUP USIMINAS** does not make political and electoral donations and has specific rules to avoid occult or dissimulated donations on its behalf. The rules are provided in the Policy of Sponsorships and Donations available at the Intranet.

The resources, spaces, name and marks of **GROUP USIMINAS** may not be used to meet political interests or others that does not meet with the interests of **GROUP USIMINAS**.

## 8. Records, operations and financial and accounting statements

The records, operations and financial and accounting statements of **GROUP USIMINAS** are responsibility of the financial executives, who shall guide their conduct in honesty, ethics and observance with eventual conflicts of interest that may arise.

All financial and accounting information shall be prepared, recorded and disclosed with integrity, accuracy, impartiality, timeliness and clarity, having as base the applicable law, the tax and internal rules of **GROUP USIMINAS**.

The records shall always be based on true information, extracted from legitimate documentation. The systems of **GROUP USIMINAS** allow the preparation of reports with all the financial and accounting records of the group, reflecting transactions according to accepted methods for reporting economic events.

## 9. Confidential information and safety of information

**GROUP USIMINAS** considers that the information is an intangible asset of great importance to the company. The adequate use of such information is the main principle of our business and is the duty of all to ensure the preservation of the information of **GROUP USIMINAS**.

Collaborators who, due to their positions or to their responsibilities, have access to privileged information on the activities of **GROUP USIMINAS** that have not yet been publicly disclosed, may not use this information in person under no circumstances. It is also not allowed the disclosure of such information to people who do not belong to the access group, in the terms of **USIMINAS'** Policy of Safety of Information.

In particular, no Collaborator may acquire, sell or trade securities of **GROUP USIMINAS** or any other company with relations with this group, as long as it has nonpublic privileged information.

Collaborators shall ensure and protect the information and the intellectual resources to which they have access, besides ensuring the adequate treatment of documents according to their classification and internal procedures, allowing the control and making it available to the authorized people with access to it.

It is the duty of all to preserve the confidentiality, the integrity and the availability of the intangible assets of information, both in the physical and digital format, provided these equipment, documents and other resources are related to the information.

What to do?

*Question:* What type of information of the company is considered confidential?

*Answer:* All information they have access to in the performance of their work for **GROUP USIMINAS** including, for example, information about the shareholders, customers, competitors, suppliers, markets, public organizations, sales, prices, marketing and business plans, financial data, technical product information, merger or acquisition activities, management changes, compensations of Collaborators, trade secrets, current and future products or services, research and development activities,

inventions, potential agreements, market research, financial results or information not yet disclosed, financial projections, organizational charts, information storage in the data storage system of **GROUP USIMINAS**, or a variety of other information.

None of this information shall be transmitted to third parties outside of **GROUP USIMINAS**, including family members (including Close Relatives) and friends. In case of doubts, consult the Policy of Safety of Information available at the Intranet.

The password to access the systems of **GROUP USIMINAS** can only be known by its owner and its disclosure to third parties is not allowed.

Any situation of endangering the safety of information shall be communicated to the Department of Integrity so that the applicable measures are adopted.

## 10. Intellectual property

**GROUP USIMINAS** stimulates the development of new ideas and the individual contribution of the Collaborators for the improvement of the internal procedures.

The result of the work of intellectual nature developed by the Collaborators, by means of the exercise of their functions, the patents and property rights arising from inventions are considered assets of **GROUP USIMINAS**.

Collaborators shall observe the applicable rules to the rights of industrial and intellectual property of the products, equipment, software, processes, mark and patents.

## 11. Property of Group Usiminas

**GROUP USIMINAS** values the quality and permanent maintenance of its property. It is responsibility of the Collaborators to ensure the good use and conservation of the property of **GROUP USIMINAS**, as well as the efficiency and the non-waste of materials.

The goods, equipment and facilities of **GROUP USIMINAS** are exclusively destined to professional use and may not be used for private purposes. The electronic means of professional communication made available shall be used as tools of research and complement of the functional activities.

The use of goods, equipment, facilities and means shall be related to the relevant subjects to **GROUP USIMINAS**, being strictly forbidden to send, receive and store contents related to pornography, violence, narcotic substances, gambling and other contents not compatible with the work environment.

Collaborators must refrain from introducing illegal copies of software in the technological environment of **GROUP USIMINAS**.

All the dispositions and systems of **GROUP USIMINAS**, including corporate e-mails, are instruments of work belonging to **GROUP USIMINAS**. For this reason, they may be monitored and, in case of a complaint or suspicion of a conduct in violation to the laws, the Code and the other policies of

**GROUP USIMINAS**, accessed by the Department of Integrity, with the support of the IT Department, without prior notice, in the interests of **GROUP USIMINAS**. Because of this, users of the equipment and systems of **GROUP USIMINAS** must do not expect that the information and communications of personnel character generated, transmitted or stored and such devices and systems are private and should be aware that such information and communications may also be accessed.

**GROUP USIMINAS** respects the privacy of its Collaborators and the third parties with which it does business. For this reason, **GROUP USIMINAS** only requests personal data when it is necessary for the proper management of its business, operations, compliance with its agreements and in accordance with the applicable legislation on the protection of personal data.

Likewise, **GROUP USIMINAS** asks its Collaborators to always keep their personal information as well as those of third parties and other Collaborators they may have access to.

The provision above does not, in any way, limit the permission of **GROUP USIMINAS** to investigate violations of Collaborators or third parties, especially considering the provisions of Chapter 11 of this Code.

## 12. Environment

**GROUP USIMINAS** carries out its activities in a sustainable form. And goes beyond: works for the optimization of the use of natural resources, for the preservation of the nature and of the biodiversity and for the improvement of the ecological resources of the communities where it is present.

The resources made available to the Collaborators who work at **GROUP USIMINAS** shall be used with a sustainable conscience, so as to avoid waste.

For the constant search of the sustainability and preservation of the environment, **GROUP USIMINAS** guides, capacitates and stimulates its Collaborators to register the environmental irregularities and occurrences, by means of proper and formal tools available at the Management System.

## 13. Structures of Integrity, Control and Monitoring

The structures of integrity of **GROUP USIMINAS** are composed by three basic bodies: (i) Committee of Audit; (ii) Department of Integrity; and (iii) Committee of Conduct.

The Audit Committee, among its attributions provided for in Usiminas' Bylaws and Internal Regulations, is responsible for advising Usiminas' Board of Directors on the oversight of the actions performed by the Integrity Department and the Conduct Committee, ensuring the correct implementation and compliance with this Code and other policies of the Integrity Program of the **GROUP USIMINAS**.

The Department of Integrity is responsible for the implementation, review and update of all the actions that compose the Program of Integrity of **GROUP USIMINAS**. The main functions of the Department of Integrity are: (i) disseminate and enable training sessions and propose the revision and update of the Code, rules and policies of the Integrity Program of **GROUP USIMINAS**

to the Board of Directors; (ii) perform periodic analysis of risks of integrity; (iii) establish controls on the compliance with the policies and actions of integrity; (iv) resolve on grants or denials of the approvals expressly provided in this Code and in the other policies of the Integrity Program of **GROUP USIMINAS**; and (v) manifest in possible doubts, suggestions or questions about the Integrity Program; (vi) manage the Open Channel and ascertain the complaints received by such channel.

The Committee of Conduct is responsible for the implementation of the actions evaluate by the Department of Integrity related to violations to this Code and to the policies of the Integrity Program of **GROUP USIMINAS**, as well as by determining the appropriate disciplinary measures and/or remedies. Its main assignments are: (i) receive the verification conducted by the Department of Integrity, analyze them and determine and impose disciplinary and remediation measures in face of the violations to the Code and to the policies of the Integrity Program; and (ii) help and guide the Department of Integrity in the resolutions on the granting or denial of approvals and expressly provided in this Code and/or in the policies of the Integrity Program of **GROUP USIMINAS**. The Committee of Conduct shall report on its actions, deliberations and determinations to the Committee of Audit.

In cases involving Administrators, members of committees (statutory or non-statutory), Fiscal Council or Department of Integrity, the Department of Integrity shall limit itself to informing any non-compliance to the Board of Directors, which will evaluate the procedures to be adopted, as applicable.

## 14. Channels of communication

**GROUP USIMINAS** is open to receive every and all doubt, complaint, suggestion or report of activities with suspicion of irregularities. This communication is essential so that **GROUP USIMINAS** may understand the existing problems, adopt actions of correction and guide its Collaborators.

In order to meet this purpose, **GROUP USIMINAS** makes available several channels for the presentation of doubts, complaints, suggestions or reports related to ethics and to the Policies of the Integrity Program of **GROUP USIMINAS**.

Information or reports on themes that violate this Code or other rules may be directly forwarded, also in an anonymous way, to the Open Channel, managed by the Department of Integrity. The Open Channel is a space destined to the registration of complaints related to irregularities, such as fraud, bribery, harassment and others. This Channel may be assessed by the website of **GROUP USIMINAS**, <http://canalaberto.usiminas.com>, or by the telephone 0800-276-2011 (free call).

All the information sent is confidential and the anonymity of the complainants is preserved. **GROUP USIMINAS** stimulates the communication of all matters described above and shall not tolerate retaliations to complaints made in good-faith. On the other hand, false accusations or false information with the intent to harm third parties constitute violations to the Code.

## 15. Discipline and Remediation

The violations to the Code and to the internal policies of **GROUP USIMINAS** shall not be tolerated and may be object of investigation and application of the following measures or remedies, subject to the protections provided by applicable labor legislation:

1. Oral warning;
2. Written warning;
3. Retention of the position or transfer to another position or unit;
4. Proportional reduction in the variable performance-based payment, specifically related to the component of conduct of the Collaborator that has been infringed;
5. Suspension
6. Dismissal without cause (or termination of the relationship, as applicable);
7. Dismissal with cause.

In addition to the measures above, the Collaborators may be subject to a personal responsibility, including possible indemnification for the damages caused by its conduct.

The disciplinary measures shall be defined by the Committee of Conduct of **USIMINAS** based on criteria previously defined as to nature and the seriousness of the violation, risk perceived by **GROUP USIMINAS**, intention of the involved parties, seniority, recurrence, among others. Third parties eventually involved in violations may also suffer penalties specifically provided in their agreements, as temporary suspension and unilateral contractual termination.

In cases involving Administrators, members of the committees (statutory or non-statutory), the Fiscal Council, or the Department of Integrity, the Department of Integrity shall limit itself to report any non-compliance to the Board of Directors, which will evaluate the procedures to be adopted, as applicable.

Regardless of such measures, **GROUP USIMINAS** may adopt necessary actions for the interruption of detected irregularities or infractions of integrity. Examples of such actions are temporary absences, temporary suspensions and suspension of payments and agreements.

The violations to the Code of Ethics and Conduct and to the internal policies of **GROUP USIMINAS** may be reported to the competent authorities in the events related to frauds, administrative improbity, corruption and other crimes.

# **ANTICORRUPTION POLICY**

## I – PURPOSE

This Anticorruption Policy (“Policy”), applicable to the companies of **GROUP USIMINAS**, has as purpose to establish minimum standards of behavior for their Collaborators, regardless of their hierarchic, functional level or place of work, and Agents before situations that might involve or characterize acts of Corruption, specifically on what concerns the relationship with the Public Authority, making clear the posture of absolute intolerance of the companies of **GROUP USIMINAS** to any illicit act.

The goal of this Policy is to ensure the compliance with the requirements imposed by Law nº. 12,846, of August 1, 2013, as amended (the Brazilian Anticorruption Law), that provides the objective administrative and civil liability of legal entities for the practice of acts against the Public Administration, national or foreign, Law nº. 8,249 of June 2, 1992, as amended (the Administrative Improbability Law), the Law nº. 2,848, of December 7, 1940, as amended (the Brazilian Penal Code), as well as to other applicable laws and regulations related to bidding on government contracts, as to ensure that the conduction of their business is based on the highest standards of integrity, legality and transparency.

The provisions of this Policy complement the guidelines of conduct established by the Code of Ethics and Conduct of **GROUP USIMINAS**, as well as the rules and internal guidelines on the offer and receipt of rewards, gifts and hospitalities and of donations and sponsorships and relationship with third parties.

This Policy shall be disclosed to all the Collaborators and Agents, being its knowledge mandatory to all. **GROUP USIMINAS** shall provide constant training on this Policy with all its Collaborators, being the Integrity Department responsible to maintain recorded all the trainings and initiatives that corroborate to the application of this Policy by **GROUP USIMINAS**.

Under no circumstance or under any argument the Collaborators and Agents of **GROUP USIMINAS** may claim unawareness of the responsibilities established herein.

## II – APPLICATION

The procedures established in the present Policy are applicable to all Collaborators of the companies that compose **GROUP USIMINAS** and all the Agents.

Its application covers all the activities developed by **GROUP USIMINAS** in Brazil and abroad. In joint ventures in which **Usiminas** participates, but does not control, Usiminas shall make its best efforts for them to adopt the policies and practices according to this Policy.

## III – DEFINITIONS AND ABBREVIATIONS

For the better understanding of this Policy, it is necessary to know the following concepts and abbreviations:

- 1. 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

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<sup>1</sup> 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,

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

**3. Open Channel:** space for sending information, complaints and doubts about the Integrity Program and any practices in violation of Code of Ethics and Conduct or the policies of Group Usiminas.

**4. Something of Value:** includes, but is not limited to, any gratification, favor (such as, for example, the concession of permission to use vehicles and equipment), money or cash equivalents (including gift cards), gifts, trips, lodging, meals, shopping, entertainment, rewards, loans, awards, supply of installations or services lower than the total cost, job or service retention and any other advantages, favors or benefits of any kind (constituting, or derived from, assets or corporate assets, or funds or personal or third parties properties).

**5. Collaborator:** all the employees, managers, members of committees (statutory or non-statutory) and fiscal council, officers, apprentices and trainees of the companies of **GROUP USIMINAS**, regardless of position or duty.

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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.

<sup>2</sup> 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.

6. **Compliance:** adherence and compliance with the applicable legal and regulatory rules, as well as to the policies and to the guidelines established under the terms of the Program of Integrity of **GROUP USIMINAS**.
7. **Corruption:** to offer, promise, give or receive, direct or indirectly, an undue advantage or Something of Value to a Public Agent or to a third party related thereto with the purpose of influencing or compensate any action, omission or decision of a Public Agent or Governmental Authority in the interest and/or benefit of **GROUP USIMINAS**, exclusive or not.
8. **GROUP USIMINAS:** It includes Usinas Siderúrgicas de Minas Gerais S.A. – USIMINAS and all of its controlled companies.
9. **Brazilian Anticorruption Law:** Law nº. 12,846, of August 1, 2013, as amended.
10. **Administrative Improbity Law:** Law nº. 8,249 of June 2, 1992, as amended.
11. **Program of Integrity:** means the Code of Ethic and Conduct and the policies and the set of measures established by **USIMINAS** from time to time aiming as a consequence of this same in view to ensure the integrity of its activities and to comply with the requirements of Law nº 12,846/13.
12. **Agent:** any individual that is not a Collaborator or legal entity that is not part of **GROUP USIMINAS**, but who is hired or subcontracted to represent or act on behalf of **GROUP USIMINAS**.

## IV – GENERAL GUIDELINES

**GROUP USIMINAS** does not authorize, does not participate and repudiates any and all acts of Corruption, and adopts, by means of its Program of Integrity, all the necessary measures to give effect to the Compliance of its activities before the Public Administration, under the terms of the Brazilian Anticorruption Law.

No person subject to this Policy may:

- Evidence of funding, financing, sponsorship or any other way to subsidize the practice of illicit acts provided in the legislation and in this Policy;
- Evidence of use of interposed individual or legal entity to hide or conceal its real interests or to the identity of beneficiaries of the acts practiced.
- To complicate the investigation or inspection activity of organs, entities or public agents, or intervene in its action, including within the scope of the regulatory and inspections agencies of the national financial system.
- To promise, offer, authorize or provide, directly or indirectly, Something of Value to a Public Agent or her related third party for the purposes of:
  - a. to influence an act or decision of such Public Agent (or as a counterpart to such act or decision);
  - b. to induce the Public Agent to do or to omit any act;

(Free Translation: For reference only – Original in Portuguese)

- c. to induce the Public Agent to use its influence to affect or influence, for the benefit of **GROUP USIMINAS**, any decision, act or resolution; or
- d. to ensure any other undue advantage.

In relation to public biddings and contracting with Governmental Authorities, it is also prohibited to the persons subject to this Policy:

- To frustrate or fraud, by means of adjustment, combination or other manner, the competitive character of the public bidding;
- To prevent, disturb or fraud the performance of any act of the public bidding;
- To remove or seek to remove a bidder, by means of fraud or by offering advantage of any kind;
- To fraud a public bidding or agreement resulting therefrom;
- To create, in a fraudulent or irregular manner, a legal entity to participate in a public bidding or to execute administrative agreement;
- To obtain, in a fraudulent manner, undue advantage or benefit resulting from changes or extension of agreements executed with the Public Administration, without authorization in the law, in the convening act of the public bidding or in the agreements resulting thereof; or
- To manipulate or fraud the economical-financial balance of the agreements executed with the public administration.

The practice of any of these acts by **GROUP USIMINAS**, its Collaborators or Agents and/or violation of this Policy may result in criminal sanctions against **GROUP USIMINAS**, serious fines and imprisonment for the responsible individuals, being the **GROUP USIMINAS** prevented from pursuing its business activities with Public Authorities.

## V – RELATIONSHIP WITH GOVERNMENTAL AUTHORITIES AND PUBLIC AGENTS

In their relationships with Public Agents, the Collaborators and Agents shall behave in an upright and transparent manner, with the customary cordiality applied in the business environment, maintaining an adherent conduct to the Code of Ethics and Conduct of **GROUP USIMINAS**, to this Policy and to all the other Internal Policies in force. It is the duty of all to ensure an adequate form to start, build up and maintain these relationships, as established in this Policy and in the applicable legislation.

**GROUP USIMINAS** does not allow that false statements are made to the Public Agents and to the Governmental Authorities on behalf of **GROUP USIMINAS**.

The Collaborators and Agents should ensure a precise and complete communication, as well as maintain recorded and documented all the communication and negotiations held on behalf of **GROUP USIMINAS** with the Public Agents and Governmental Authorities.

The addressing of matters of interest of **GROUP USIMINAS** with Public Agents shall be made through the official channels, such as e-mail, telephone of public departments, office, etc. Specifically, in the case of

exchange of e-mails with Public Agents, it shall always be used the electronic address of the institution, as well as the address of the given Public Agent and the address of the Collaborator, being forbidden the contact by means of their respective private electronic addresses.

The request of public documents to the Governmental Authorities or to Public Agents is widely ensured by the Brazilian constitution. These requests shall be made according to the provisions of Law nº 12.527, of November 18, 2011.

In meetings with Public Agents that have the purpose of signing commitments or making decisions of interest of **GROUP USIMINAS**, it shall be observed whenever possible the existence of a previous agenda, evidencing the appointment of the meeting, the subjects to be dealt and the professionals who will participate. In these meetings, the Collaborators of **GROUP USIMINAS** or Agents shall always be accompanied, at least, of another Collaborator or Agent. Finally, the minutes shall be prepared registering the date, the time and the place of the meeting, its participants, the subjects covered, and the resolutions adopted, even if these minutes are not ratified or signed by the Public Agents participating of the meeting. The procedures above will be waived for meetings or interactions with Public Agents dealing with issues or acts of simple administrative routine.

The Agents who are used for making the contact with Public Agents on behalf of any of the companies of **GROUP USIMINAS** shall be informed and expressly declare the knowledge of the guidelines provided in the Code of Ethics and Conducts, in this Policy and in the Policy of Contracting and Relationship with Agents. Any form of interaction between Agents and Public Agents shall be duly reported to **GROUP USIMINAS**.

The Collaborators shall allow the Governmental Authorities to effect the inspections provided in the law, whenever required. On becoming aware of any process of inspection promoted by a Governmental Authority that befalls on **GROUP USIMINAS**, the Collaborator shall inform this immediately to the Integrity Department.

**GROUP USIMINAS** expressly prohibits the acts of offering, giving, promising or authorizing the offer or promise of Something of Value to a Public Agent, directly or indirectly, to obtain, for itself or for others, a benefit or an undue advantage.

Collaborators and Agents shall not be permitted to offer, give, promise or authorize payments of facilitation or offering of undue advantages to Public Agents, directly or indirectly, by means of its Collaborators or through Third Parties, in order to expedite or guarantee the performance of a routine administrative action to the Public Agents that usually perform such actions or to favor the analysis of the administrative procedure, including to obtain licenses, authorizations, permissions, permits or any other regulatory or inspection measures.

Any Something of Value provided by a Collaborator or Agent to a person other than a Public Agent is also prohibited if that Collaborator or Agent becomes aware that the Something of Value is for the benefit of a Public Agent. A Collaborator or Third Party subject to this Policy shall be deemed to be “knowable” that the Something of Value is for the benefit of a Public Agent if it acted with conscious negligence or lack of care in relation to warning signs or grounds for suspicion or with deliberate ignorance (which means refuse in a consciously and voluntarily way to conduct the investigation and the reasonable due diligence under the circumstances).

A payment to a spouse, domestic partner, consanguineous or related, in a straight line (ascending or descending) or collateral, up to the second degree of kinship, to a Public Agent must raise a presumption that the payment is for the Public Agent's benefit and is therefore prohibited under this Policy, unless an investigation and reasonable due diligence determine that the payment will not be for the Public Agent's benefit.

## VI – PUBLIC BIDDINGS AND CONTRACTINGS

In the execution and management of agreements with the Public Administration, the Collaborators and Agents of **GROUP USIMINAS** shall comply with the provisions of Law nº 8.666, of June 21, 1993, as amended, and with the other laws that regulate the biddings and administrative agreements, including the procedures related to the waiver and the unenforceability of the bidding, as well as with the rules inherent thereto.

All the Collaborators whose functions are related to the participation of the companies of **GROUP USIMINAS** in public biddings shall be aware of the terms of the relevant legislation, besides consulting the General Legal Management for the clarification of doubts or to obtain relevant information for the correct representation of **GROUP USIMINAS** in these procedures of public contracting.

### (i) Direct Participation

The direct participation of the companies of **GROUP USIMINAS**, individually or as a consortium, in biddings conducted by Governmental Authorities, shall occur in strict compliance with the rules provided in the bidding notice and with the applicable law.

All communication made with the Governmental Authority during the bidding procedures – including the offer of projects in the context of the Procedures of Manifestation of Interest (PMI), participation in hearings and public consultations, manifestations to the Bidding Commission, etc. – shall be effected through the official channels, respecting the legislation and the rules contained in the bidding notice or in the respective term of reference.

The documents presented for the participation of **GROUP USIMINAS** in biddings shall be validated by more than one Collaborator duly empowered.

Once successful in the bidding procedure, the contracting of the companies of **GROUP USIMINAS** with Governmental Authorities shall be mandatorily effected by means of a formal and written contractual instrument.

In the contracting effected without previous bidding (which means contracting for which the requirement of prior bidding is waived or not required under applicable law), it shall be observed the rules presented in the expert opinions and technical opinions that justify them. In these cases, as in all cases presented herein, the requirements determined in the law shall be duly met. In these cases, despite the bidding not taking place, the Governmental Authority has the legal obligation to formalize an administrative procedure of waiver or unenforceability of the bidding, as well as to execute a formal and written contractual instrument.

Eventual formalities related to the maintenance of the economical-financial balance and amendments to the agreement shall be recorded in official communication and, whenever necessary, formalized upon the execution of written contractual amendments.

Conducts that frustrate or fraud the competitive character of the biddings for public contracting are prohibited. In this prohibition, it is included any adjustments or agreements with Public or private Agents with the purpose to the fraud any act of the bidding or of the agreement related thereto.

It is also prohibited any and all acts that try to corrupt Public Agents, their delegates or representatives, with the purpose to obtain an advantage or benefit in the preparation, execution, modification or termination of a public agreement.

#### **(ii) Indirect Participation – Subcontracting**

The subcontracting of the companies of **GROUP USIMINAS** in the context of the agreements executed with Governmental Authorities shall observe what is provided in the applicable law and in the respective bidding notices, terms of reference and agreements. It is the duty of the Collaborator responsible for the formalization of the subcontracting to request the contracting party a copy of the official documents of the original contracting, like the bidding notice, terms of reference and agreement, including all its attachments and amendments.

The subcontracting of the companies of **GROUP USIMINAS** shall be mandatorily effected by means of a formal agreement, as to prevent the occurrence of irregular subcontracting.

## **VII – COMPLAINT AND INVESTIGATION**

Collaborators and Agents should adopt a proactive attitude, avoiding a passive tolerance attitude towards possible violations. **GROUP USIMINAS** encourages the communication of any doubt, complaint, suggestion or denunciation of activities with suspected irregularities

The communications of violation or suspected violation, identified or anonymous, must be effected directly to the Integrity Department, to the Internal Audit Department or through the Open Channel.

Any and all complaints submitted directly to the Integrity Department or through the Open Channel shall be dealt, to the extent permitted by applicable law, in a strictly confidential manner. The existence, progress and results of the investigation of any complaint shall not be disclosed and/or discussed with persons who do not have a legitimate need to have access to the information, in order to avoid any harm to the reputation of the persons being accused or suspected and that at the end can be considered innocent.

All the complaints received by **GROUP USIMINAS** related to noncompliance of this Policy shall be duly investigated and assessed by the Integrity Department, assisted by the Legal Department, if applicable, being the acts denounced immediately interrupted when still possible and in cases of blatantly illicit situations, in order to remedy eventual damages caused.

The Integrity Department should also communicate its findings to the Committee of Conduct, which will determine the sanctions applicable to the case.

In cases involving Managers, members of committees (statutory or non-statutory), Fiscal Council or Integrity Department, the Integrity Department shall limit itself to informing any non-compliance to the Board of Directors, which will evaluate the procedure to be adopted, as applicable.

Upon discovery of any violation of this Policy, the Integrity Department with the assistance of the Legal Department, if applicable, shall review the Code of Ethics and Conduct, this Policy and all Compliance practices and procedures related to the purpose of identifying the necessary or desirable amendments to avoid recurrence of such a breach or similar situation. The results of this review and the recommendations of the Integrity Department will be submitted for review and action by the Audit Committee.

**GROUP USIMINAS** does not allow any kind of retaliation against any person that presents a complaint in good-faith or complaint of violation to this Policy or to the Anticorruption Laws nor refuses to make a prohibited payment, even if such refusal in the loss of business or other adverse consequence for **GROUP USIMINAS**.

The contact with the Open Channel may be made by means of the Intranet, Internet or by the telephone 0800-276-2011.

## VIII – SANCTIONS

The Collaborator that fails to comply any determination provided in this Policy shall be subject to the disciplinary sanctions provided in the Code of Ethics and Conduct of **GROUP USIMINAS**, including the contractual termination, besides civil, administrative and criminal sanctions, as provided in the law.

Collaborators who have been proven to use in bad faith to report possible violations to the Policy or communicate facts known to be false will also be subject to sanctions.

In the case of Agents that violate the determinations provided herein, applicable judicial measures shall be taken for the reparation of possible damages incurred by **GROUP USIMINAS**, in addition to entailing the application of the penalties provided in the agreement executed with the Agent, as well as the termination of the contracting.

In addition to the above measures, the **GROUP USIMINAS** may seek in return action, the personal liability of Collaborators and Agents who, for their actions or omissions contrary to this Policy, cause harm to **GROUP USIMINAS**, including reimbursement of fines paid by **GROUP USIMINAS** to Government Authorities.

# COMPETITION POLICY

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## 1. Purpose

This Policy establishes complementary guidelines to the Code of Ethics and Conduct and to the Brazilian antitrust legislation, notably to Law No. 12,529/2011 and its regulations, on how the Collaborators of **Group Usiminas** shall act, in Brazil and abroad, in the commercial practices and in the corporate relations of which they come to participate, to ensure compliance with the Brazilian legislation and the **Group Usiminas'** internal rules concerning specifically related to the competition defense.

**Group Usiminas** recognizes the importance of defending competition and values for the accomplishment of free and ethical business. Their commercial relations are guided by strict observance of the laws and based on the principles of honesty and respect.

**Group Usiminas** is against any commercial strategy aimed at: (i) limiting, frauding or otherwise undermining free competition or free enterprise; (ii) dominating the relevant market for goods or services (in any way that does not include the market gain resulting from the process which is based on the greater efficiency of **Group Usiminas** in relation to its competitors, which is permitted), (iii) arbitrarily increase profits or (iv) abuse of dominant position.

All information about the market and the competitors must be obtained through transparent and appropriate practices, without violation of the current legislation. If you have any questions about the regularity of certain conduct for competitive purposes, contact the Legal Department.

## 2. Definitions

**Open Channel:** space for sending information, complaints and doubts about the Integrity Program and any practices in violation of Code of Ethics and Conduct or the policies of Group Usiminas.

**“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 encompasses Usinas Siderúrgicas de Minas Gerais S.A. – USIMINAS and all of its controlled companies.

### 3. Coverage

This Policy applies to the Collaborators of **GROUP USIMINAS**, Agents, and any person who performs services for or on behalf of **GROUP USIMINAS**, who may engage in anticompetitive behavior on behalf of **GROUP USIMINAS**.

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.

### 4. Assignments in the application

#### 4.1 Each Collaborator of Group Usiminas:

Shall ensure that the participation of **Group Usiminas** in competitive environments occurs according to the guidelines established in this Policy, also respecting the rules of the Code of Ethics and Conduct, as well as the Brazilian antitrust legislation in force; and

Will have proper channels at your disposal, including the Open Channel (please refer to item 5.10 below), to internally report what may be considered a violation of this Policy in the context of **Group Usiminas** activities, with special attention to its commercial activities.

#### 4.2 Legal

##### Department:

Shall assist the areas responsible for the preparation of contracts and commercial agreements with clients, suppliers and/or business partners, ensuring adequacy to the antitrust laws and their regulations in Brazil and in other countries where **Group Usiminas** has activities;

Shall forward the received reports of violation to this Policy or to the Brazilian antitrust legislation, recommending the adoption of the applicable measures; and

Shall periodically and whenever requested guide the Collaborators of **Group Usiminas**, to prevent the occurrence of violations to this Policy or to the Brazilian antitrust legislation.

#### 4.4 Department of Integrity:

Shall conduct internal investigations, with the scope to identify eventual acts practiced in violation to the Brazilian antitrust legislation and the policies of **Group Usiminas** in competition matter;

Shall monitor the performance of this Policy and suggest, with the support from the Legal Department, amendments to the internal rules and policies, with the purpose to ensure the compliance with the Brazilian antitrust legislation and to prevent deviations in conduct that may imply infringements of the economic order; and

Shall conduct periodic trainings in competition matter adapted to the several areas of **Group Usiminas**, with the purpose to spread knowledge on the rules set out in the legislation, internal regulations and policies, as well as disseminate the culture of compliance with the Brazilian antitrust legislation and **Group Usiminas'** related internal rules.

## 5. Risks and applicable legislation

The Brazilian antitrust legislation aims the prevention and repression of violations to the economic order, guided by the constitutional provisions that govern the market, such as the principle of free initiative, the principle of free competition, the consumer defense, among others.

The offense to the antitrust legislation may generate imposition of significant fines to **Group Usiminas**, impossibility to participate in public biddings, impossibility to pay in installments the federal taxes and the obligation to redress third parties from damages and losses, among other sanctions and contingencies, such as eventual harm to its image. In addition, the professionals involved in practices that constitute offenses to the economic order may be personally subject to administrative penalties (*e.g.*, severe fines) and may also be liable in the criminal sphere, which penalties include being sentenced to prison.

## 6. Guidelines

### 6.1 Execution of concentration acts

Collaborators of **Group Usiminas** shall previously consult the Legal Department in any event they took part in negotiations or agreements with other entities, either competitor or not, which may constitute a concentration act. The concentration acts are considered those related to (i) a merger, (ii) an acquisition, directly or indirectly, by purchase or barter, of stocks or other assets, tangible or intangible, (iii) an incorporation, or (iv) an associative agreement, consortium or joint venture. This is because, as a rule, once the objective billing criteria provided in Law No. 12,529/2011 are met, concentration acts are of mandatory previous notification with the Administrative Council of Economic Defense (CADE).

It is the Legal Department's responsibility identifying the transactions in which **Group Usiminas** is a party that constitutes a concentration act notifiable to CADE. In such cases,

Collaborators of **Group Usiminas** shall ensure that the conditions of competition will be preserved between the companies involved until CADE's final clearance. If there is acts between the parties of an economic concentration that lowers the competition among them before CADE's clearance (*i.e.*, gun jumping), **Group Usiminas** may be subject to different penalties, which include severe fines, the nullity of acts that were carried out or of the entire transaction, and the opening of a proceeding to investigate the occurrence of a possible infringement to the economic order. Examples of gun jumping are the coordination between the merging parties on the prices or terms to be offered to customers for sales before closing the merger, allocating customers for sales to be made before closing, or if the merging companies coordinate their dealings with customers so that sales are made after the closing of the merger (for example, long-term agreements negotiation). In addition, the exchange of detailed information about customers, prices and product plans, although often part of the pre-closing due diligence, may increase concern about gun jumping.

To mitigate the characterization of gun jumping, measures such as the execution of an antitrust protocol (please refer to item 6.4 below) and the creation of independent teams (clean teams) shall be adopted.

## 6.2 Participation in public or private bidding procedures

**Group Usiminas** and its Collaborators shall not engage in any communication nor participate in biddings, Requests for Proposal, requests of price quotation, processes of acquisition or any other similar procedure, or of any discussions related to the acquisition or contracting of goods or services in which there is "artificial establishment of prices" among competitors, for the determination of the "minimum amount" and/or "base price" of the proposals.

**Group Usiminas** and its Collaborators shall not engage in any communication nor participate in bidding procedures related to "direction" of the bidding, or any other procedure of contracting the acquisition or supply of goods and/or services, characterized by the definition of the eventual winner and/or definition of the conditions of the proposal, effected by the competing companies themselves in the referred procedures.

In case **Group Usiminas** is consulted by public bidding bodies to help in the technical preparation of the public notices, public calls or drafts of contracts, the content shall be available to the other interested parties, so that there is no undue benefit for the exchange of information in the preparation of the referred public notice and/or establishment of irregular restrictive conditions, intentionally directed in favor of **Group Usiminas**. In these situations, a prior consultation shall be presented to the Legal Department to certify that the participation is in accordance with what is established in the Brazilian antitrust legislation and in this Policy.

**Group Usiminas** and its Collaborators shall not engage in any communication nor participate in bidding procedures that have the purposes or may result in "market

division”, characterized by coordinated action of the competitors, especially in relation to the geographic variables, type of product or lots of the bidding, with the purpose to manipulate the participation in bidding procedures.

**Group Usiminas** and its Collaborators shall not engage in any communication nor participate in bidding procedures related to “suppression of proposals”, modality in which the competitors expected in the bidding do not show up or, if they show up, withdraw the proposal presented, with the intention to favor a given bidder, previously chosen.

**Group Usiminas** and its Collaborators shall not engage in any communication nor participate in bidding procedures related to presentation of “pro forma proposals”, characterized by competitors who present proposals with prices evidently higher to the ones practiced or with admittedly disqualifying irregularities adjusted in advance, with the purpose to fraud the competition.

**Group Usiminas** and its Collaborators shall not engage in any communication nor participate in bidding procedures related to “rotation of winners”, characterized by the agreement among competitors to alternate the winners of given bidding procedures.

**Group Usiminas** and its Collaborators shall not engage in any communication nor participate in bidding procedures related to “irregular subcontracting”, characterized by the renunciation or non-participation of competitors in bidding procedures, to be further subcontracted by the winners.

In the event a Collaborator of **Group Usiminas** is included in any communication or preparatory proceedings that are somehow related to the abovementioned conducts, individually or jointly, he/she shall immediately cease the contact. After that, he/she must inform the Legal Department, which will evaluate the need to take additional actions.

In the event there is a doubt on the scope of the communication and eventual relation with the abovementioned anticompetitive conducts, the communication shall be immediately brought to the attention, analysis and guidance of the Legal Department before an answer is submitted to the sender or an action is taken.

### 6.3 Action in abuse of a dominant position

**Group Usiminas** shall not be involved in practices that constitute abuse of a dominant position, characterized, among others, by the creation of difficulties for the acting of competitors, actual or potential, in a given relevant market of certain goods or services or by the elevation of barriers to the entry of new competitors in a given relevant market of certain goods or services.

The identification of the existence or not of a dominant position depends on the definition of relevant market, in its dimensions of product/service and geographic. As provided by Law No. 12,529/2011, a dominant position is assumed when a company or group of companies is able to unilaterally or coordinately change market conditions or when it controls twenty per cent (20%) or more of a certain product or service relevant market. This percentage is a relative presumption for Cade may change it, upwards or downwards, depending on the specific economic sector. In the great majority of the situations, this is a complex exercise that shall take into consideration CADE's jurisprudence, being advisable the consult to the Legal Department in case of doubts.

The Legal Department shall be consulted on the adequacy of the competition rules whenever contracts or commercial practices involve exclusivity agreements, explicit or in fact, with suppliers or clients, obligation to sell products or services together (expressly or via imposition of conditions that render unfeasible or make it very disadvantageous to separate contracting), or practice of lower price to the average variable cost of the company.

**Group Usiminas** shall also watch out situations in which it may be impaired by abusive exclusionary conducts perpetrated by other agents, including its competitors. The Legal Department shall also be consulted for the assessment of these cases, which may be reported to CADE.

#### 6.4 Relationship with competitors

Agreements between competitors raise the most serious competition issues, because they may restrict competition, resulting in higher prices, lower production and less innovation. In addition to others, the following conducts characterize infraction of the economic order:

I. To agree, combine, manipulate or adjust with competitor, in any form:

a) the prices of goods and services offered individually: includes not only agreements about specific prices, but also agreements between competitors about maximum or minimum prices, discounts, rebates or credit conditions. Agreements between buyers of a product or service regarding the prices they will pay are as illegal as agreements between sellers of a product or service as to the prices they will charge;

b) the production or marketing of a restrict or limited quantity of goods or the provision of a restricted or limited number, bulk or frequency of services (includes refraining from providing a product or service – “Boycott”);

c) the division of parts or segments of a current or potential market of goods or services, through, among others, the distribution of customers, suppliers, regions or periods;

d) prices, conditions, advantages or abstention in public bidding.

II. To promote, obtain or influence the adoption of uniform or concerted commercial conduct among competitors.

A real agreement, whether formal (a contract) or informal (a handshake), is not necessary to occur a breach of competition law that may be enforced. An agreement can be inferred from conduct and other circumstances. In particular, an agreement may be inferred based on discussions or exchanges of information with competitors. For this reason, any contact with competitors, through trade associations or otherwise, may represent an opportunity for allegations that the parties have entered into an anti-competitive agreement.

For the formation of consortia among competitors with the purpose to participate in public or private biddings, a previous analysis by the Legal Department shall take place for the further approval by the Board of Officers;

It is possible that agreements with competitors, including of supply or establishment of partnerships, be previously submitted to the approval of CADE, being mandatory the presentation of specific consultation to the Legal Department on this respect before any agreement is signed or any act related to the signing of the agreement is accomplished with competitors.

The process of previous negotiation of agreements with competitors shall follow the specific antitrust protocol, to be defined by the Legal Department case by case, with the purpose to avoid exchange of competitively sensitive information or with the establishment of procedures to allow that the exchange takes place without the information of one party having the potential to influence the commercial conduct of other.

**Group Usiminas** shall not make available to its competitors, directly or through the intermediation by third parties, information considered commercially sensitive, unless (i) is strictly necessary in cases where a competitor is a customer or supplier, and (ii) previously accepted by the Legal Department. This rule applies to contacts of any kind, including business associations' activities, government-sponsored group meetings and social meetings.

Information deemed commercially sensitive includes, but is not limited to:

- ✓ Prices, changes of price and discounts policies;
- ✓ Plans of increase or reduction of prices;
- ✓ Volumes of sale of products or services;
- ✓ Terms and conditions of purchase or sale, including budgets;
- ✓ Bids in public or private biddings;
- ✓ Profits, margins or costs;
- ✓ Territories and sale markets;

- ✓ Strategy to act in the market;
- ✓ List of clients and forms of negotiation;
- ✓ Information on strategic plans of the companies;
- ✓ Matters related to prices and commercial conditions of suppliers or specific clients;
- ✓ Any other information of confidential nature.

**Group Usiminas** shall not seek nor accept from competitors information considered as commercially sensitive and/or confidential, those understood as the ones that are not of regular public knowledge. For such:

- x Group Usiminas** shall not signal to the competitors that it shall follow certain policies and commercial practices not in accordance with its internal guidelines;
- x Group Usiminas** shall not attend any meeting with competitors without the establishment of a previous agenda approved by the Legal Department or without the creation of a formal minutes maintained and circulated for approval among the parties, including in the context of associations or unions;
- x Group Usiminas** shall maintain records of the contacts made with competitors and information received from them, so that it is possible to demonstrate its legality, if necessary;
- x Group Usiminas** shall withdraw from any meeting with competitors if there is discussion on subjects commercially sensitive and shall record in the minutes its withdrawal, forwarding the matter immediately to the Legal Department, including in the context of associations or unions;
- x Group Usiminas** shall only participate in associations or unions that have clear and precise rules on the admission, exclusion and application of penalties to its associate members.

If any Collaborator of **Group Usiminas** comes to know by any means, information commercially sensitive of a competitor, the Legal Department shall be immediately communicated, and the Collaborator shall abstain from circulating or internally passing on the information, even if to its immediate superior.

The rules above apply to any competitor of **Group Usiminas**, including those who has a relationship with a non-controlling shareholder of **Group Usiminas**.

#### 6.5 Action in associations or unions

**Group Usiminas** shall not engage in discussions concerning anticompetitive matters nor in exchange of commercially sensitive and confidential information with competitors in the context of meetings in commercial associations and/or unions.

**Group Usiminas** shall not agree with standardization criteria and/or certification adopted by an association or union that has the potential to reduce the competition and prevent the entrance of new agents in the market;

For the collection of data for research by association or union, **Group Usiminas** shall observe if the association or the union comply with the following rules:

1. The gathering of information shall only be made on historical data (preferably, with more than 6 months).
2. The information disseminated shall not allow the identification of data of individual companies.
3. The entity shall adopt confidential mechanism of gathering sensitive information, preferably under the responsibility of external and independent audit firm.
4. Associates shall not be coerced to provide information commercially sensitive to the union and to the association in the context of research.
5. The statistics arising from the gathering of data shall be available to members and non-members of the union or the association, even if at market price.
6. The product of the research shall not serve to induce uniform commercial practice on the commercial prices or conditions, even if without express agreement among competitors.

#### **6.6 Relationship with clients, suppliers and other commercial partners**

**Group Usiminas** shall preferably hold one-on-one meetings with its clients. When it is not possible, **Group Usiminas** shall only attend if there is prior circulation of the agenda of the meeting and shall not remain in the room where clients and suppliers discuss information commercially sensitive among themselves during the meeting, hypothesis in which there must be immediate communication to the Legal Department.

**Group Usiminas** shall not promote and/or participate in joint strategy of boycott to clients and/or suppliers.

It shall not be practiced the “combined sale”, characterized by the joint obligation of sale of products or services, expressly or by imposition of conditions that would impair or **turn very disadvantageous** the contracting in separate.

**Group Usiminas** shall not enable or facilitate the exchange of information among its clients or suppliers to allow the adoption of uniform commercial conduct among them.

The imposition of resale prices is a prohibited practice under the Brazilian antitrust legislation. The suggestion of resale prices or the request for more favorable supply conditions in comparison to any other company give rise to the necessity of prior consultation to the Legal Department about its adequacy to the Brazilian antitrust legislation.

The discrimination of prices and other commercial conditions among suppliers and clients without reasonable economic justification is prohibited by the Brazilian antitrust legislation.

The refusal of selling of goods or rendering services, within usual commercial payments conditions and the refusal of contracting or ending of contractual relationship in an unjustified manner is prohibited by the Brazilian antitrust legislation.

**Group Usiminas** shall not execute clauses or exclusivity agreements, verbally or in writing, except if strictly necessary to ensure the economic feasibility of the business and without the intention to complicate the action of the competitors, always with previous consultation to the Legal Department.

#### 6.7 Relationship with authorities

**Group Usiminas** shall not get involved in any anticompetitive conduct even when requested by the public authority.

The presence or request of information commercially sensitive or the adoption of commercial practice by public authority does not make licit eventual conduct, **Group Usiminas** should adopt, in relation to such requests, similar care to the one it would adopt if the request came from a competitor.

**Group Usiminas** shall keep clear records of the internal commercial decision-making process and relevant instructions to the participation in public biddings.

**Group Usiminas** shall not destroy documents or records with the purpose to prejudice its position in face of the authorities and/or complicate eventual investigations that might occur.

The presentation of claims to public authorities together with competitors (i.e. adoption of antidumping measures, reduction of taxes) may be understood as anticompetitive practices in certain situations, reason for which it shall always be preceded by specific consultation to the Legal Department.

## 6.8 Communication and training

This Policy shall be broadly communicated to all Collaborators.

All those subject to the rules of this Policy shall receive periodic training adapted to the area in which they act, with the purpose to ensure full understanding of the rules, remedy any doubts and disseminate the culture of respect to the laws and to the internal rules of conduct of **Group Usiminas**.

## 6.9 Non-compliance and complaint

Non-compliance with the rules of this Policy constitutes serious misconduct that may be sanctioned, in the case of the employees of **Group Usiminas**, with penalties that vary from warning to dismissal for cause, depending on the severity of the fact.

Collaborators who are not employees, clients and suppliers may be fined, if there is contractual provision, as well as having the contract terminated for reason and without the right to indemnification of any kind, if they act in disagreement with this Policy.

The areas responsible for the negotiation of the agreements must engage its best efforts to ensure that all the agreements executed contain a clause in which it is declared the unequivocal knowledge of the terms of this Policy and the consequences of its non-compliance.

Any individual, Collaborator or not, may report, in a confidential way, any conduct that may be against the provisions and principles of this Policy through the Open Channel in the website <https://canalaberto.usiminas.com/> or by free call to the number 0800 276 2011.

Any and all complaints submitted directly to the Department of Integrity or through the Open Channel shall be treated, to the extent permitted by applicable law, in a strictly confidential manner. The existence, progress and results of the investigation of any complaint shall not be disclosed and/or discussed with persons who do not have a legitimate need to have access to the information, in order to avoid any harm to the reputation of the persons being accused or suspected and that at the end can be considered innocent.

The Collaborator that fails to comply any determination provided in this Policy shall be subject to the disciplinary sanctions provided in the Code of Ethics and Conduct of **Group Usiminas**, including the contractual termination, besides civil, administrative and criminal sanctions, as provided in the law.

The Collaborators who have been proven to use in bad faith to report possible violations to the Policy or communicate facts known to be false will also be subject to sanctions.

## Antitrust and Competition Laws

### What to do and what not to do?

The table below describes certain specific situations which you might face and serve as a guide to identify if a conduct would be considered illegal (red dots), requires additional analysis and guidance from the Legal Department (yellow dots), or if it is permitted (green dot).

<b>Commercial conditions and pricing</b>	<b>Price increase</b> – contacting a competitor to ask if it would join the company in a price increase.	●
	<b>Price of Products</b> – Discussing with competitors prices of the raw material bought by both.	●
	<b>Joint Acquisition of Products</b> – Suggesting that the company and a competitor could increase the leverage with a supplier by means of a joint acquisition.	●
	<b>Price Announcement</b> – Announcing a change in prices before the effective date (and withdrawing it when the competitors do not react to the change in price).	●
	<b>Volume Discount</b> – Offering commercial discounts to clients based on the volume of individual orders.	●
	<b>Loyalty Discount</b> – offering additional discounts to clients that acquire exclusively from the company.	●
	<b>Diverse Condition</b> – Offering discriminatory price or discount conditions to clients.	●
	<b>Price Below Cost</b> – By having a dominant position in the market, sell products in price below the average cost to eliminate competitors in the market.	●
	<b>Exclusive Distribution</b> – Enter into exclusive distribution agreements.	●
	<b>Pricing for Resale to Distributors I</b> – Agreeing with resale prices with a supplier or distributor.	●
	<b>Pricing for Resale to Distributors II</b> – Recommending resale prices or conditions to a distributors, provided that the distributor is not pressured to accept such recommendations.	●
	<b>Most Favored Nation Conditions</b> – Granting to the most favored client (nation) prices or conditions through which (i) a client has the right to acquire for the best price and conditions agreed with a competitor or third party or (ii) a supplier undertakes not to sell to third parties in more favored conditions.	●
<b>Offer</b>	<b>Competitor Offer</b> – Discussing a supply agreement with a competitor to inquire market sale prices.	●
	<b>Replacement with Competitor's Offer</b> – Closing one or more facilities of the company and replacing for a product supplied by a competitor.	●
	<b>Exchange with Competitor</b> – Entering into products exchange agreement with a competitor.	●
<b>Negotiation Refusal</b>	<b>Negotiation Refusal I</b> – Unjustifiably refusing to negotiate with an existing client after achieving a dominant position in the market.	●
	<b>Negotiation Refusal II</b> – Taking an independent decision of not negotiating a forward sale with a certain party due to solvency concerns.	●
<b>Commercial Associations</b>	<b>Affiliation</b> – Joining a commercial association.	●

	<b>Meetings</b> – Participating in meetings of commercial associations (but always revising the agenda in advance with Usiminas [Usiminas’ Legal Department]).	●
	<b>HSE Matters</b> – Discussing matters or programs related to environmental and health and safety for the employees’ welfare in commercial association’s meetings.	●
	<b>Employees’ Matters</b> – Discussing programs for the employees’ welfare in commercial association’s meetings.	●
	<b>Lobbying Activities</b> – Pursuing joint lobbying efforts and relationship with public authorities; or discussing amendments to legislation applicable to the industry.	●
	<b>R&amp;D</b> – Discussing new developments in technology, ideas and inventions.	●
	<b>Commercial Matters</b> – Discussing prices of products, sales terms, product or marketing plans, costs, clients, bidding processes or commercial relationship with suppliers and clients.	●
	<b>Matters not included in the Agenda</b> – Taking part in any discussions related to matters not included in the meeting’s agenda, in the meeting or outside it (such as in lunches or dinners).	●
	<b>Fronting</b> – Using the commercial association as a body to take decisions which otherwise would not be allowed if they were taken by a company or a group of competitors.	●
<b>Technological Cooperation</b>	<b>Technology Implementation</b> – Agreeing with a competitor as to the moment or manner of introducing a new technology that both parties are developing individually.	●
	<b>Joint R&amp;D I</b> – Joint R&D with a competitor.	●
	<b>Joint R&amp;D II</b> – Joint R&D, in which all participant parties are free to exploit the results.	●
	<b>Licensing</b> – Entering into technology licensing agreement.	●
<b>Collection of Information</b>	<b>Exchange of information with competitors</b> – Exchange information regarding sales, prices, discounts, sales terms, costs, release of new products, etc., directly with a competitor.  (unless (i) is strictly necessary in cases where a competitor is a customer or supplier, and (ii) previously approved by the Legal Department)	●
	<b>Providing Information to independent parties</b> – Participating in the efforts to collect information through which information re. sales, prices, discounts, sales terms, costs, release of new products, etc., is provided to an independent party that collect the results and distribute the aggregate sales amount of the industry to the participants.	●
	<b>Public Sources</b> – Obtaining information regarding a competitor’s sales and prices from publicly available sources, such as from clients, specialized reports or media.	●

<b>Combined Sales</b>	<b>Combined Products</b> – After reaching a dominant position in the market, informing a client that product A (in which the supplier is dominant) will only be supplied if the client also acquired product B.	●
<b>Handling Competitors</b>	<b>Discussions with competitors</b> – When dealing with competitors, a red flag shall always be raised. Do not hold any discussions with competitors regarding prices, changes in prices, discounts, pricing method, costs, guarantees, transportation costs, sales terms, marketing or product plans without consulting [Usiminas’s Legal Department] in advance. Please also see the sections above regarding Prices, Offer, Commercial Associations, Technological Cooperation and Collection of Information.	●
	<b>Market Division</b> – Dividing different projects between the company and a competitor (such as agreeing to bid different agreements or to bid different items of the same agreement, or to take turns in bidding procedures).	●
	<b>Isolating new competitors I</b> – Discussing or making plans with a competitor to isolate a new participant in the market.	●
	<b>Isolating new competitors II</b> – Warning a competitor or a new participant in the market to stay out of its way.	●
	<b>New Investors</b> – Discussing with a competitor a possible investment that a competitor is willing to make in a certain country.	●
	<b>Boycott</b> – Agreeing to boycott certain clients or suppliers.	●
	<b>Allocation</b> – Agreeing with or acting with a competitor to directly or indirectly allocate sales, territory, clients or products between the company and the competitor.	●
	<b>Association</b> – Discussing a joint venture or association proposal.	●

# **POLICY OF CONFLICT OF INTERESTS AND TRANSACTION WITH RELATED PARTIES**

## Summary

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## 1. Purpose

The Policy of Conflict of Interest and Transactions with Related Parties (“Policy”) establishes the guidelines of integrity and complement the dispositions on the conflicts of interests contained in the Code of Ethics and Conduct of **Group Usiminas**, with the purpose to eliminate or mitigate every concrete or apparent situation that may result in conflict.

This Policy shall not prevent the execution of transaction with Related Parties, provided that carried out in the best interest of **Group Usiminas** and with due regard to the Bylaws and applicable legislation.

## 2. Area of Application

The procedures provided for in this Policy applies to all Collaborators of the companies part of **Group Usiminas** and Agents.

Its application includes all activities performed by **Group Usiminas** in Brazil and abroad. In the invested companies which are not controlled by **Usiminas**, **Usiminas** shall endeavor its best efforts to adopt policies and practices aligned with this Policy and other **Usiminas’** policies.

## 3. Definitions and Abbreviations

**Open Channel:** space for sending information, complaints and doubts about the Integrity Program and any practices in violation of Code of Ethics and Conduct or the policies of Group Usiminas.

**Collaborator:** includes all the employees, managers, officers, members of the committees (statutory or not) and fiscal council, apprentices and interns of **Group Usiminas**, regardless of the position or duty exercised.

**Group Usiminas:** includes Usinas Siderúrgicas de Minas Gerais S.A. - Usiminas and all of its controlled companies.

**Close Relative:** means and includes, 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.

**Agents:** 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**.

## 4. Guidelines on the conflicts of interest

### 4.1 General Rules

It is the duty of all the Collaborators to act, in an impartial, honest and professional way, viewing the best interest of **Group Usiminas**, regardless of any external influence or of personal nature, in the development of its daily professional activities. The professional and commercial decisions shall be based on objective criteria, in the Code of Ethics and Conduct and in the policies of **Group Usiminas**.

In its relationship with customers, suppliers, subcontractors, commercial and non-commercial intermediaries and competitors, Collaborators must prioritize the interests of **Group Usiminas** in any situation that may lead to real or potential personal benefit to itself or any of its relatives, close person or associated. Therefore, no Collaborator shall act with personal interests to the detriment of the interests of **Group Usiminas**.

*Definition of conflict of interest:* It is the situation that occurs when, in the exercise of his/her duties, a Collaborator may be influenced by private interests or interest different from those of **Group Usiminas**, even if they are converging, or that may interfere in his/her impartial judgment. Investments in equity or debt securities quoted on the stock exchange are excluded from the notion of "interest" if they do not exceed five per cent (5%) of the capital or the issue of debt, except if such equity percentage grants the right to appoint members of the administration or any other controlling right or relevant influence, understood as the influence by which the investor holds or exercises the right to participate in the financial and operational policies of the invested company.

For clarification purposes, a conflict of interest may arise when the performance of the duties of a Collaborator may be influenced in any form by (a) the family or business relationship with other Collaborators of **Group Usiminas**, (b) the interests that the Collaborators his family could have in relation to any individual or legal entity that contracts with **Group Usiminas** (customers, suppliers of goods and services, subcontractors) or that, even without contracting with them, has any interest opposite to **Group Usiminas** (including competitor) or (c) for any other relationship that may prevent the Collaborator from working and satisfying, mainly, the interest of **Group Usiminas**.

The Collaborators must not act in disagreement with the purposes and interests of **Group Usiminas**, nor assume conducts that may negatively affect the trust of the clients, of third parties and of the other Collaborators in the integrity and in the values of **Group Usiminas**.

All the Collaborators must observe the potential configuration of a conflict of interest in the conduct of their activities.

**Examples:**

- x Disclosure or making use of privileged information of which he/she is aware due to his/her position, for his/her own benefit or of a related third party.*
- x Working for, provision of consulting services or provision of any kind of technical advisory, even if out of the working hours, to a competitor company or to a hired company of **Group Usiminas** (except for **Usiminas**' controlling shareholders as far as it is compatible with the bylaws, the applicable Policies and regulations).*
- x Contracting a third-party family member or company belonging to a third-party family member, disrespecting this Policy.*

If there are doubts as to the definition of the situation of conflict or in case of a suspected situation of conflict of interests involving another Collaborator in detriment of the interests of **Group Usiminas**, the Department of Integrity shall be informed directly or through the Open Channel.

## 4.2 Specific Cases

The cases presented below represent situations of Conflict of Interests, actual or apparent. The cases are merely examples, any suspected situation of conflict shall be informed, even if it does not fit into any one of the situations listed below.

### 4.2.1 Equity Interest

Except as otherwise provided in the definition of "Conflict of Interests" above, the equity interest, directly or indirectly, of the Collaborators of **Group Usiminas** as owner, shareholders or investor in companies or entities that do business or intend to do business with **Group Usiminas** and with competitors that represent high possibility of conflict of interests.

Such equity interests shall be communicated to the Department of Integrity and the contracting of the companies referred to above shall observe the procedures provided in the Policy of Relationship with Agents.

### 4.2.2 Restrictions to external jobs, positions or functions

As a general rule, the Collaborators of **Group Usiminas** may not exercise typical functions of employee, manager, director, officer, advisor or any other form of employment relationship, formal or informal, including in the condition of third party or intermediary, in companies or entities that do business or intend to do business with **Group Usiminas**. The Collaborators may not hold any kind of position or function for competitors of **Group Usiminas**, even if through a legal entity or for free.

The restriction above does not apply to Collaborators working for **Group Usiminas** and who were indicated by the controlling shareholders of Usiminas to occupy such positions in **Group Usiminas** and still hold any relationship with companies of the controlling shareholders doing

or intending on doing business with **Group Usiminas** (for example, members of the Board of Directors and the members of its advisory Committees who have been appointed by the controlling shareholders, as well as the persons nominated and sent by the controlling shareholders pursuant to Section 4.10(e) of the Shareholders Agreement) as long as this relationship is duly reported to **Usiminas** and that during the performance of their activities within **Group Usiminas**, they always act in the best interest of **Group Usiminas**.

#### 4.2.3 Work relationship and hierarchical links with Family Members or close people

The existence of Close Relatives of a Collaborator that might interact with **Group Usiminas** may represent conflict of interest and, therefore, demands more care.

If the Collaborator has any Close Relative that works in clients, suppliers, competitor or **Group Usiminas** itself, the Collaborator shall forward the relative information of his Close Relatives to the Integrity Department.

Hierarchical relationships between Close Relatives are forbidden. Relationships of between Close Relatives in areas non-hierarchically linked to each other are allowed, and the Collaborator shall abstain from participating in processes related to the other, as contracting, progression, promotion or dismissal.

#### Examples:

- X If a Close Relative is interviewed for a position at a company of **Group Usiminas**, the related Collaborator shall not be able to participate in resolutions related to the selection process, with due regard to section 4.3 below.*
- X Maintain relationship of subordination, directly or indirectly, with a Close Relative.*

Every Collaborator shall analyze the need to also notify affectionate close bonds or of friendship that may affect his/her judgment or discourage him/her to act, in the exercise of his/her functions, for the benefit of the exclusive interest and benefit of **Group Usiminas**. In case of any doubt as to the configuration of a potential conflict of interest, the Collaborator shall communicate the bond.

#### 4.2.4 Corporate opportunities

In the performance of their functions, the Collaborators may have access to sensitive and strategic information of interest of **Group Usiminas**, as well as, come to know, identify or be in favorable conditions to the development of potential transactions or businesses.

In these cases, the Collaborators of **Group Usiminas** shall exercise their functions in the best defense of the interests of **Group Usiminas**, by submitting the corporate opportunity to the competent area and refusing to receive a personal benefit granted by people with the purpose to do or to try to do business with the **Group Usiminas**.

The Collaborators shall also abstain from taking personal opportunities that are exclusive to the scope of the activities of **Group Usiminas**, use goods or information of the **Group**

**Usiminas**, or pertaining to their position, to obtain personal gains, as well as not being able to compete with **Group Usiminas**, except if otherwise authorized by the **Group Usiminas**.

In case of doubt as to the characterization of a corporate opportunity, the Collaborators shall contact the Department of Integrity for the due clarification.

#### 4.2.5 New Businesses

Potential conflicts of interests shall be assessed considering the evolution of the business of **Group Usiminas** by means of the acquisition of companies or creation of new lines of business. A previously existing legitimate situation may ensue a conflict of interests throughout the time of this evolution.

The Collaborators of **Group Usiminas** may not exercise any kind of extra/additional professional activity in aid of people and/or companies who are clients, partners, competitors or suppliers of **Group Usiminas**.

Notwithstanding the above, Collaborators working for **Group Usiminas** and who have been appointed by the controlling shareholders of Usiminas to occupy such positions in **Group Usiminas** and who still have some relationship with companies of the controlling shareholders doing or wishing to do business with **Group Usiminas** (for example, members of the Board of Directors and the members of its advisory Committees who have been appointed by the controlling shareholders, as well as the persons appointed and sent by the controlling shareholders pursuant to Section 4.10(e) of the Shareholders Agreement) may perform their functions as long as their relationship is duly reported and that during the performance of their activities within **Group Usiminas**, they prioritize **Group Usiminas'** best interest.

#### Examples:

- x Collaborators may not become partners or managers of a recently incorporated company that is consolidating itself as a competitor of **Group Usiminas** or of its Related Parties.*

#### 4.2.6 Transactions with Related Parties

The concept of "Related Parties" is the one defined in the Bylaws of **Usiminas**, as amended from time to time.

Any transaction involving Related Parties shall observe the rites of approval established in the Bylaws of **Usiminas**, as amended from time to time.

#### 4.3 Conduct in case of conflict of interests

In any case of a situation of conflict of interests, not restricted to the cases previously presented, the Collaborator shall inform in writing his/her hierarchical superior of managerial level about the existing conflict, as well as, if applicable to his/her position or to the body he/she belongs abstain from voting on its deliberation. If the Collaborator does not manifest his/her conflict of interests, any other person may do it, through the Open Channel.

If the hierarchical superior of managerial level considers that such conflict of interests exists or may come to exist, he/she shall take decisions deemed appropriate for **Group Usiminas'** interests. If the case is complex, the hierarchical superior of managerial level shall submit it to the chief of the area and, the chief of the area to the Department of Integrity. Decisions shall be notified in writing to the Collaborator and to the Human Resources Department for the record of the Collaborator's historical.

Any change to the professional profile of the Collaborator of **Group Usiminas** shall be immediately notified, in writing, to his/her immediate superior and to the Department of Human Resources, in order to evaluate if the change may lead to conflicts of interest between the Collaborator and **Group Usiminas**.

**Examples:**

- ✓ *Collaborator was elected or is a candidate for a public office,*
- ✓ *Collaborator became partner or owner of a company,*
- ✓ *Collaborator came to occupy position of administration of a company,*
- ✓ *Any change in the situation of the Collaborator that implies a new situation of real or potential conflict.*

#### 4.4 People with relevant influence on the administration

Members of the Board of Directors, Officers, members of the Committee of Audit and Integrity, members of the Committee of Conduct, members of other committees (statutory or not) or members of the Fiscal Council of **Group Usiminas** shall immediately express their conflict of interest whenever it exists, whose conflict and manifestation shall be registered in the minutes of the respective corporate body meeting. If any such given person does not manifest his/her conflict of interests, any other member of the corporate body to which it belongs and that is aware of the situation may do so.

#### 4.5 Flow of actions in case of suspected or confirmed conflict of interests

1. Immediately report the fact to the hierarchical superior of managerial level and/or to the Department of Integrity, directly or through the Open Channel of made available by **Group Usiminas**;
2. Interrupt any action or abstain from beginning any action under its responsibility that may result or aggravate eventual conflict of interests; and
3. Abstain from using his/her influence, professional or personal, to incentivize **Group Usiminas** to proceed forward in internal procedures that might be influenced by conflict of interests, either apparent or actual.

Notwithstanding the above, in case of any transaction involving, on one side, and company of **Group Usiminas**, and, on the other side, any general manager or non-statutory officer of any company of **Group Usiminas**, any Close Relative or any company controlled by him/her or by his/her Close Relative, the transaction shall be resolved by the respective Board of Officers of the involved company of **Group Usiminas**.

## 5. Sanctions

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

## 6. Measures of prevention, mitigation and management of conflicts of interest

- ✓ Trainings effected by the Department of Integrity focused in the Code of Ethics and in the Internal Policy on Conflicts of Interests;
- ✓ Periodic update of the registration of the Collaborators of **Group Usiminas** by the Management of Human Resources to obtain information on possible changes to their personal and/or professional profile;
- ✓ Application of the Questionnaire of Conflict of Interests (ATTACHMENT 1) at the moment of the contracting of new Collaborators and whenever there is a change in their professional situation within **Group Usiminas** (promotion, internal reallocation, transfer to work in another company of the Group).

# **POLICY OF REWARDS, GIFTS AND HOSPITALITIES**

## I – PURPOSE

The purpose of this Policy of Rewards, Gifts and Hospitalities (“Policy”) is to state the position of **GROUP USIMINAS** in regard to the delivery, offer, promise and receipt of rewards, gifts, entertainment, trips and other hospitalities by part of the Collaborators of **GROUP USIMINAS**.

Specific concerns occur as to the offer of gifts, entertainment, rewards or hospitality that may be related to any form of a possible commercial transaction or approval of business. However, even if there is no intention to corrupt, it still subsists the risk that the beneficiary understands the offer of a certain gift, reward, entertainment or hospitality as an attempt to obtain undue advantages, which views to be restrained by means of this Policy.

In this sense that, without impairing the desire to promote good relationships with business partners and other interested people, by means of legitimate and occasional social interactions, this Policy establishes guidelines aiming to observe the best practices related to the rewards, gifts, hospitalities or entertainment. This Policy shall be read and interpreted together with the Code of Ethics and Conduct and other policies of the Integrity Program of **GROUP USIMINAS**.

## II- APPLICATION AND COVERAGE

The procedures established in the present Policy are applied to all the Collaborators of **GROUP USIMINAS**. Exception is made to Hospitalities offered by the controlling shareholders of Usiminas in activities involving the Collaborators who are expatriates, managers, fiscal council and committees’ members (statutory or non-statutory) nominated or appointed by them (“Appointed Persons”) to work in **GROUP USIMINAS**. Such expenses shall include, but are not limited to, costs deriving from gatherings, meetings, transportation and meals among the Appointed Persons and representatives of the controlling groups’ companies for the maintenance of the relationships and the sharing of information, all in strict compliance with applicable laws and Policies and in the best interest of **GROUP USIMINAS**.

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.

The receipt and offer of Rewards, Gifts and Hospitalities shall always be guided by the principle of good faith, without the objective of obtaining an undue advantage, be delivered in an open and transparent way, avoiding its deliver or offer by or to Close Relatives and must be proper documented and registered according to the terms of this Policy.

It is prohibited by this Policy, the delivery, offer, promise and receipt of Rewards, Gifts, Entertainment, and other Hospitalities by part of the Agents (*Terceiros Intermediários*) of **GROUP USIMINAS**.

### III – DEFINITIONS AND ABBREVIATIONS

For the better understanding of this Policy, it is necessary to know the following concepts and abbreviations:

**1. Public Agent<sup>1</sup>:** any individual, servant or not, of any level or hierarchy, exercising, even if transitorily 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 a company provider of service contracted or convened for the execution 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 a public position. 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. Governmental Authority<sup>2</sup>:** any body, department or entity of the direct or indirect administration of any of the 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 costing the treasury has concurred or concurs with more than fifty percent of the equity 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

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<sup>1</sup> Examples: Workers of Ministries, Municipal and State Secretaries, workers of city halls and city council, workers of public companies, governmental departments, employees of BNDES, Caixa Econômica Federal, Bank of Brazil and Petrobras, workers of Regulatory Agencies, politicians in general (deputies, councilors, mayors, governors, etc.), judges, prosecutors, tax authorities, doctors of the public system (SUS), teachers of universities, members of the Audit Courts, UN workers, IMF, Banco Mundial, among others.

<sup>2</sup> Example: Ministries, Secretary, Regulating Agencies, companies as SABESP, CEDAE, SANASA, Bank of Brazil, BNDES, international organizations, as Banco Mundial, IMF, United Nations Organization, among others.

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 foreign country, as well as bodies, entities and people controlled, directly or indirectly, by the Public Authority of a foreign country or international public organizations, including sovereign funds or an entity held by a sovereign fund. For the purposes of this Policy, Governmental Authorities is either national and foreign, as well as the international public organizations by equivalence.

**3. Group Usiminas** It includes Usinas Siderúrgicas de Minas Gerais S.A. – USIMINAS and all of its controlled companies.

**4. Reward:** items without commercial value or with market value lower than one hundred Reais (R\$ 100.00), distributed or received as courtesy, marketing, usual disclosure or by occasion of events or commemorative dates of historical or cultural nature, that is of general character and, therefore, is not destined to exclusively award a person and that contains the logo of **GROUP USIMINAS** or of the legal entity that granted the reward to the Collaborator of the companies of **GROUP USIMINAS**, as, for example, diaries, calendars, key chains, pen drives, pens, among others.

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

**6. Entertainment:** activities or events that have as main purpose to proportionate leisure to its participants, such as parties, shows, sports events, meals, among others.

**7. Hospitality:** comprises displacements (air, maritime and/or by land, etc.), accommodation, meals and receptive, related or not to activities of business. The hospitality of exclusive nature of tourism or of leisure is considered Gift.

**8. Close Relatives:** 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.

**9. Gifts:** objects or services, of personal use or consumption that have commercial value and do not fit into the definition of Rewards.

## IV – GUIDELINES

### (i) Frequency

The offer of Rewards, Gifts, Entertainment or any other Hospitality shall not occur in a regular manner for the same Collaborator or individual, Public Agent or not. More than two (2) times within a period of twelve (12) months shall be considered a regular manner for the purposes of this Policy and, if this occurs, it shall be immediately communicated to the Department of Integrity.

Determination of reasonableness and good faith of expenditures shall be made taking into account applicable laws, the Code of Ethics and Conduct and the policies of the Integrity Program. Although different thresholds may be acceptable, the expenses paid to Public Agents and Close Relatives must always be made in good faith, in a reasonable, legitimate and proportionate amount, in a transparent and not inconsistent manner with the rules and regulations of the entity that the Public Agent represents or for whom he/she works and without aiming an undue advantage.

### (ii) Offer, Delivery or Promise

#### a) Reward

The offer, delivery or promise of a Reward to a person, whether a Public Agent or not, does not require the prior authorization of the Department of Integrity of **GROUP USIMINAS**, being attentive to the concept of Reward and to the frequency.

#### b) Gift, entertainment, or hospitalities

##### ***If the beneficiary is not a Public Agent or a Close Relative of a Public Agent***

Every Collaborator of **GROUP USIMINAS** shall obtain express authorization or in writing of its respective Statutory Officer, before promoting, offering or delivering any Gift, Entertainment or Hospitality to a person that is not a Public Agent or to a Close Relative of a Public Agent.

Managers, members of the committees (statutory or non-statutory) or of the Fiscal Council are not subject to the approval mentioned in the previous paragraph.

In any case, it shall be reported to the Department of Integrity when the value of one hundred Reais (R\$100.00) is exceeded in a single act, or if it is expected that the values of several items of Gifts,

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Entertainment and Hospitality exceed one hundred Reais (R\$100.00), within a period of twelve (12) months.

***If the beneficiary is a Public Agent or a Close Relative of a Public Agent***

The offer, delivery or promise of a Gift, Entertainment or Hospitality by a Collaborator to a Public Agent or to a Close Relative of a Public Agent present greater risk to **GROUP USIMINAS**. Thus, even being within the values established in this Policy, these acts may only be performed after the Department of Integrity has previously approved expressly and in writing.

**c) Meals**

Regardless of the parties involved, in general, the meals shall be of a moderate amount, compatible with the people involved and/or with the context of its occurrence, so that the act is not able to influence in an inadequate manner any commercial decision that affects **GROUP USIMINAS** or that may result in undue advantage for **GROUP USIMINAS** or to any other person, observing the possible limits established by the internal rules of **GROUP USIMINAS**.

In cases in which the beneficiary is a Public Agent or a Close Relative of a Public Agent, the meal taken with such person shall be reported by the Collaborator to the Department of Integrity.

**(iii) Receipt**

**a) Reward**

The receipt of a Reward by a Collaborator does not require prior authorization from the Department of Integrity of **GROUP USIMINAS**, provided that such receipt is not frequent.

**b) Gift, entertainment, or hospitalities (except meals)**

***If the offeror is not a Public Agent or a Close Relative of a Public Agent***

As a general rule, the receipt of Rewards, Entertainment or Hospitalities (except meals) in an amount higher than BRL 100.00 (one hundred Reais) must be avoided.

In line with the above, every Collaborator of **GROUP USIMINAS** must obtain a previous approval of its respective Statutory Officer, that will inform to the Department of Integrity, for every receipt of Gift, Entertainment or Hospitality (except meals) that exceeds the individual value of one hundred Reais (R\$100.00) when provided by an individual who is not a Public Agent or a Close Relative of a Public Agent.

The approval shall also be requested by the Collaborator at the moment in which the values of the several items of Gift, Entertainment or Hospitality (except meals) originally lower than one hundred Reais (R\$100.00) exceed this amount per person, paid by the same source within a period of twelve (12) months.

The managers, members of the committees (statutory or non-statutory) or of the Fiscal Council are not subject to the approval mentioned in the previous paragraph, but they must report all situations that fits in the situations described above to the Department of Integrity.

This item shall also be observed mainly in the cases in which the offeror is a person who does or has the potential to do business with **GROUP USIMINAS**.

***If the offeror is a Public Agent or a Close Relative of a Public Agent***

Regardless of the value, any Gift, Entertainment or Hospitality (except Meals) offered by a Public Agent or a Close Relative of a Public Agent, the Collaborator of **GROUP USIMINAS** must reject the item in question or, if its rejection were not possible, immediately deliver it to the Department of Integrity, which will determine its destination.

**c) Meals**

Regardless of the parties involved, in a general, the meals shall be of a moderate value, reasonable, in good faith and compatible with the people involved and/or with the context of its occurrence, so that the act is not able to influence in an inadequate manner any commercial decision that affects Group Usiminas or that might result in an undue advantage to Group Usiminas or to any other person.

In cases in which the offeror is a Public Agent or a Close Relative of a Public Agent, the Collaborator shall report the meal taken with such person to the Department of Integrity.

**(iv) Accounting Records**

All expenses incurred related to Rewards, Gifts, Entertainments, Meals or Hospitalities, shall be reported in a sufficiently detailed and complete form in the accounting records of the **GROUP USIMINAS**. The accounting area shall ensure that the records shall include the expense incurred, the beneficiary and the value of the act.

## V – SPECIFIC RULES

### (i) Gifts, Entertainments and other hospitalities

If the beneficiary is, or not, a Public Agent or a Close Relative of a Public Agent, the following additional rules shall be observed when delivering, offering or promising Gifts, Entertainments or Hospitalities on behalf of **GROUP USIMINAS**:

- It is prohibited Gifts in cash or equivalent, as vouchers or coupons.
- Whenever possible, the Gifts shall contain the Company's logo, so that they have the intention to promote the brand of **GROUP USIMINAS**, shall have a low or irrelevant value of resale in the market and shall be destined for professional use and not personal.
- Whenever possible, the Gifts shall be destined to a legal entity (company, body, entities, etc.) and not to a specific individual.
- The purpose of the Entertainments shall be to provide opportunities and legitimate commercial discussions. The responsible for the concession of the Entertainment shall be present at the event/activity involved or indicate a representative to attend in his place representing **GROUP USIMINAS**.

## VI – SANCTIONS

The Collaborator that does not comply with any determination provided in this Policy shall be subject to the sanctions provided in the Code of Ethics and Conduct of **GROUP USIMINAS**.

# **POLICY OF SPONSORSHIPS AND DONATIONS**

## I – PURPOSE

This Policy of Sponsorships and Donations (“Policy”) has the purpose to guide and help the conduct of the Collaborators of the companies of **GROUP USIMINAS** as to Sponsorships and Donations to be granted in its commercial and institutional relationships, having in view the need to avoid situations that may characterize any form of Corruption, as well as to reinforce the ethical and integrity standards present in the Code of Ethics and Conduct of **GROUP USIMINAS**.

Thus, this Policy aims at ensuring the companies of **GROUP USIMINAS** an integrated and transparent structure and procedures, that allows an open and participative dialogue for the development of projects, whose results bring benefits for the communities in which they are inserted, among other public and segments of social and commercial interest.

## II – APPLICATION AND COVERAGE

The procedures established in the present Policy apply to all the Collaborators of the companies that compose **GROUP USIMINAS**.

Its application covers all the activities developed in Brazil and abroad. Whenever possible, this Policy shall also be applied in the companies invested by **USIMINAS** that are not its subsidiaries.

## III – DEFINITIONS AND ABBREVIATIONS

For better understanding of this Policy, it is necessary to know the following concepts and abbreviations:

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

**1. Public Agent<sup>1</sup>:** any individual, servant or not, of any level or hierarchy, exercising, even if transitorily or without compensation, by election, appointment, designation, hiring or any other form of investiture or bond, mandate, position, job or function in or for Governmental Authority; any individual who works for company provider of service contracted or convened for the execution 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 to a public office. It shall be considered a Public Agent the person who fits

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<sup>1</sup> Examples: Workers of Ministries, Municipal and State Secretaries, workers of city halls and city council, workers of public companies, governmental departments, employees of BNDES, Caixa Econômica Federal, Bank of Brazil and Petrobras, workers of Regulatory Agencies, politicians in general (deputies, councilors, mayors, governors, etc.), judges, prosecutors, tax authorities, doctors of the public system (SUS), teachers of universities, members of the Audit Courts, UN workers, IMF, Banco Mundial, among others.

this definition, whether national, foreign or who holds position, job or function in international public organizations.

2. **Governmental Authority<sup>2</sup>**: any body, department or entity of the direct or indirect administration of any of the 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 costing to the treasury has concurred or concurs with more than fifty percent of the equity 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 foreign country, as well as bodies, entities and people controlled, directly or indirectly, by the Public Authority of a foreign country or international public organizations, including sovereign funds or an entity held by a sovereign fund. Are considered as Governmental Authorities for the purposes of this Policy both national and foreign, as well as international public organizations by similarity.
3. **CEIS**: National Register of Inapt and Suspended Companies (Cadastro Nacional de Empresas Inidôneas e Suspensas).
4. **CEPIM**: National Register of Non-profit Entities.
5. **CNEP**: National Register of Punished Companies (Cadastro Nacional de Empresas Punidas).
6. **Collaborator**: all the employees, managers, members of the committees and fiscal council, officers, supervisors, apprentices and interns of the companies of GROUP USIMINAS, regardless of position or duty.
7. **Corruption**: to offer, promise, give or receive, direct or indirectly, Something of Value to a Public Agent or a third party related to her/him with the purpose of influencing or compensating any action, omission or decision of a Public Agent or a Governmental Authority in the interest or benefit of **GROUP USIMINAS**, exclusive or not.
8. **Donation**: act in which the recipient, by liberality, transfers money it owns or estimable in cash (goods, services, technical assistance, training, financial assistance, etc.) to another individual or legal entity, that accepts it. The donations may occur with or without current or future conditions.

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<sup>2</sup> Example: Ministries, Secretary, Regulating Agencies, companies as SABESP, CEDAE, SANASA, Bank of Brazil, BNDES, international organizations, as Banco Mundial, IMF, United Nations Organization, among others.

9. **Political Donation:** every Donation made to political campaign, political party and/or candidate to public office, whether in electoral period or not, in cash or estimable in cash.
10. **Tax Incentive:** incentive established by law that allows the Governmental Authority to reduce the value of taxes due by individuals and legal entities.
11. **Close Relatives:** 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.
12. **Sponsorship:** any contribution financial or not granted to actions and initiatives of third parties that are related to the culture, sports, development, integration and regional sustainability, or whose themes are converging with the institutional mission and the interests of **GROUP USIMINAS**, in exchange of some kind of consideration. The consideration may be the disclosure of the name, the action of **GROUP USIMINAS**, the strengthening of a concept, the aggregation of a value to the brand, the generation of acknowledgment or extension of the relationship of the sponsor with its public of interest. For purposes of clarification, the concept of Sponsorship of this Policy does not include sponsorship, by **GROUP USIMINAS**, of pension plans of social security nature.
13. **Business Plan:** document necessary to the formalization of the Sponsorship agreement or the Donation, that contains basic information on the beneficiary of the Sponsorship or of the Donation, as well as on the project to be implemented, in the terms of the present Policy.
14. **Policy:** this Policy of Sponsorships and Donations prepared in the context of the Program of Integrity of **GROUP USIMINAS**.
15. **Software:** system contained in the electronic website of Instituto Cultural Usiminas destined to the management of the answering to the requests of Sponsorships and Donations.

## IV – COMPETENCES

### (i) INSTITUTO CULTURAL USIMINAS:

Instituto Cultural Usiminas has the duty to:

- Monitor the registration of the requests of Sponsorship and Donations, with or without the use of Tax Incentive, presented by the proponents in the website of the Instituto Cultural Usiminas, through the Software;

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- Preselect the projects of the companies of **GROUP USIMINAS** by unit of action (by the Software), within the criteria of this Policy;
- Analyze, previously, the use of the available funds for investments with the Management of Fiscal and Tax Planning;
- Schedule and monitor the Institutional Corporate Committee of Sponsorships for the approval of the preselected projects;
- Monitor the use of the Tax Incentive with the Management of Fiscal and Tax Planning and the planning of the annual budget of own funds viewing to not exceed the legal limits;
- Negotiate with the proponents of the approved Sponsorship projects the return of the cultural, sport and/or social marketing of the projects sponsored and formalize the Sponsorship or Donation agreements with the General Legal Management;
- Inspect the correct use of the brands and names of **GROUP USIMINAS**;
- Create actions and partnerships (reciprocity) with the proponents viewing the endomarketing;
- Control the use of considerations by means of services and own funds offered by **GROUP USIMINAS**;
- Monitor the development of the projects and the performance of events, enforcing the Sponsorship agreement and optimizing the investments of the companies of **GROUP USIMINAS**, from the approval until the Final Report on the Accounts;
- Assess quantitative and qualitatively the internal Report on the Accounts attached to the track-record of the project; and
- File the documents.

## **(ii) INSTITUTIONAL CORPORATE COMMITTEE OF SPONSORSHIPS**

The Institutional Corporate Committee of Sponsorships has the duty to:

- Approve the strategic matters, such as the effecting of partnerships and points of action;
- Analyze and approve the requests of Sponsorship and Donations forwarded to Instituto Cultural Usiminas; and
- Monitor the application of the fund destined to the Sponsorships and Donations and to the execution of the Business Plan by part of the beneficiary.

(Free Translation: For reference only – Original in Portuguese)

The Institutional Corporate Committee of Sponsorships shall be composed in the following manner: (i) President, (ii) Vice Presidents, (iii) General Manager of Communication, (iv) Officer of Human Resources, (v) a representative of the Fiscal and Tax Management, and (vi) Officer of the Instituto Cultural Usiminas/Coordinator of Social Development.

## V – SPONSORSHIPS WITH OR WITHOUT THE USE OF TAX INCENTIVE

### (i) OBJECTS OF SPONSORSHIP

Are not subject to Sponsorship:

- Any kind of exchange, that is, exchange of materials, products or services for the disclosure of concept and/or exposure of the brand;
- Compensatory actions, that is, actions whose execution is compulsory and provided by law or in terms of behavior adjustment;
- Lease of space and/or assembly of stands in events with no consideration of communication;
- Activities that are not aligned with the Code of Ethics and Conduct of **GROUP USIMINAS**;
- Activities that cause or may cause negative social-environmental impact or that incentive any kind of violence, child work or animal abuse;
- Activities that have political, electoral or partisan nature;
- Activities that promote gambling or that have speculative purposes;
- Activities that stimulate the use of alcohol, cigarettes or other drugs;
- Activities that use names, symbols or images that characterize personal promotion of Governmental Authority, Public Agents or Collaborators of **GROUP USIMINAS**;
- Activities that bring risks to physical integrity or to the health of the participants, of the public and/or of the Collaborators or of the facilities belonging to any of the companies of **GROUP USIMINAS**;
- Projects organized by legal entities in which the Collaborators of **GROUP USIMINAS**, or their Close Relatives are owners, partners or that hold managerial function;
- Projects organized by entities considered in default and/or inapt or with registration restriction before the **GROUP USIMINAS** or before any Governmental Authority; and
- Projects organized by entities that have not presented the Report on Accountability of financial resources previously transferred and/or whose accounts have been rejected by the competent Governmental Authority.

### (ii) ENTITIES TO BE SPONSORED

Sponsorships of the companies of **GROUP USIMINAS** shall only be received from the proponents who meet all the following pre-requisites:

- Be a non-profit legal entity, in the case of private social investments;
- Provide, in its corporate purpose or area of action, activity compatible with the development of its proposal of Sponsorship;
- Not fit into any situation prevented, as provided in this Policy;
- Not be in default with the accountability related to the Sponsorship previously granted by **GROUP USIMINAS** or related to any partnership formalized with **GROUP USIMINAS**; and
- Have previous registration with **GROUP USIMINAS**.

Exceptionally and provided that the interest and gains for the institutional image are justified, upon grounded opinion of the Instituto Cultural Usiminas and the prior approval by the Department of Integrity, **GROUP USIMINAS** may sponsor actions proposed by individuals, without profit motivation.

## VI – DONATIONS

### (i) Charitable Donations

All Donations of charity nature shall follow the guidelines of this Policy and of the other applicable internal rules.

**GROUP USIMINAS** prohibits that any Donations is made in exchange of favor or undue advantage, or to influence the decision of a Public Agent or Governmental Authority, directly or indirectly, even that the favored entity is a charitable institution.

**GROUP USIMINAS** does not accept Donation or establishes any kind of institutional relationship, either through cooperation, partnership or support, with companies and other institutions that have proven involvement with the exploitation of child labor or analogous to slavery, prostitution, sexual exploitation of child or adolescent, Corruption, money laundering or financing of terrorism.

Donations to individuals are prohibited, except if and provided that there is justified interest, upon a reasoned opinion of the Instituto Cultural Usiminas and previous approval of the Department of Integrity.

### (ii) Political Donations

(Free Translation: For reference only – Original in Portuguese)

The Donation to Public Agents, political parties, political campaigns and/or candidates to public offices, by the companies of **GROUP USIMINAS** or on its behalf is **absolutely forbidden**, according to the legislation in force.

This Policy does not have the purpose to prevent Collaborators, while individuals and with own funds, from participating in the political process or making personal Political Donations. However, if they wish to do so, the Collaborators: cannot link their own political contributions to the name or image of **GROUP USIMINAS** under any circumstance.

## **VII – PROCEDURE FOR THE DONATIONS AND SPONSORSHIPS, WITH OR WITHOUT TAX INCENTIVE**

### **a) Criteria of Approval**

The analysis of the proponent shall be effected according to the following criteria:

- Prioritization of proposals presented by non-profit private legal entities, in the case of private social investments;
- Capacity of the proponent of implementation and management of the project;
- Decentralization, with emphasis on the regions where the companies of **GROUP USIMINAS** operate;
- Institutional return, visibility of the brand of **GROUP USIMINAS** and active merchandising;
- Endomarketing;
- Multiplying and sustainable effect of the project;
- Scope and social transformation (inclusion, formation and human development);
- Social repercussion of the projects (whether of culture, sports and others);
- Generation of jobs and, consequently, to move the economy in the areas involved;
- Development of the production chain of the culture and of the sports (production and formation);
- Projects that emphasize educational actions; and
- Program for the proper spaces of the companies of **GROUP USIMINAS**;

For the requests to be analyzed by Instituto Cultural Usiminas and by the Institutional Corporate Committee of Sponsorships, it shall be mandatory, besides the existence of the previous registration in the website of Instituto Cultural Usiminas by means of the Software, that all clearance certificates and documents are within the term of validity, not being possible the approval of the Sponsorship or Donation if there are certificates or documents whose validity is expired.

(Free Translation: For reference only – Original in Portuguese)

If the proponent does not have previous registration approved before the beginning of the action to be sponsored, it shall not be subject to analysis and recommendation by the Instituto Cultural Usiminas

#### **b) Value of the Sponsorship or Donation**

The value of the Sponsorship or Donation shall be defined by the Institutional Corporate Committee of Sponsorships, taking into account the actions to be supported by **GROUP USIMINAS**, according to the interest of **GROUP USIMINAS**, and in compliance with the budget availability for the current fiscal year.

The amount of actions to be sponsored within the fiscal year shall be defined observing the following internal criteria:

- Budget funds available for application as Sponsorship or Donation, when in the case of own disbursement;
- Period of performance, viewing to promote the distribution of the actions throughout the year; and
- Place of performance, as to privilege the actions located in its area of influence.

The selection of the action does not mean the approval of the requested value. **GROUP USIMINAS** reserves the right to decide the value of the contribution destined to each action, according to the returns offered and to the negotiation reached between or among the parties.

#### **c) Skill, Legal Qualification and Tax Good Standing**

The analysis of the merit of the action for which the Sponsorship or the Donation is being pleaded shall be carried out previously by the Instituto Cultural Usiminas, that shall prepare the synthesis and analysis of the projects and forward them to the Institutional Corporate Committee of Sponsorships.

The Corporate Sponsorship Institutional Committee shall analyze in detail the information provided by the proposer and conduct research on the reputation of the proposer and its officers, executives and contact persons or who will interact with **GROUP USIMINAS**, through Internet researches, sources of sorting, questioning to the contacts provided and verification of possible entry in registers and public lists of restriction.

The Corporate Sponsorship Institutional Committee shall inform and request the opinion of the Department of Integrity of **GROUP USIMINAS** in special cases in which the risks have been identified in the preliminary review of the background, or in cases where the bidder declares, or the Committee has knowledge by any other means, that:

- a Public Agent is the officer, manager, employee or contact person of the proponent;
- a Public Agent is associated with the proponent (for example when an employee of the proponent that acts on his behalf is a Public Agent)

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- the Donation or Sponsorship has other purposes than education, health, community, science, environment, safety, arts, culture, music or sports;
- the proponent is a Governmental Authority;
- a Governmental Authority requests to receive the Donation or Sponsorship through a third party that is not a Governmental Authority;
- background research and review shows some “Warning Signs” (as defined in the Intermediary Third Party Relationship Policy); or
- the requested documentation is incomplete or inconsistent.

In these cases, considered Warning Signs, the Corporate Sponsorship Institutional Committee should not proceed without the prior affirmative response of the Department of Integrity.

If the Corporate Sponsorship Institutional Committee identifies any circumstance that raises doubts about the consistency of the activities, history, documentation or credentials of the proponent, it may terminate the process and respond to the proponent by rejecting the request, without the Department of Integrity giving its opinion.

The Department of Integrity may require additional investigation and expert opinion prior to the approval of the Donation or Sponsorship.

Those responsible should be aware to the Warning Signs and seek the help of the Department of Integrity and the Legal Department to resolve any doubts before initiating or continuing the Donations or Sponsorships, and should document the investigation or action taken, and the resolution of these concerns.

The proponent shall make registration or its renewal with the website of the Instituto Usiminas Cultural, by means of the Software, where it will be evidenced its legal qualification and tax good standing, upon presentation of the documents listed below, observing the other applicable policies and internal rules:

**(1) Legal Qualification of the Proponent with the Instituto Usiminas Cultural (Previous Registration):**

- Copy of the updated articles of association of the entity;
- Proof of the enrollment with the National Register of Legal Entity (Cadastro Nacional da Pessoa Jurídica - CNPJ);
- Proof of the term of office of the board of officers in exercise;
- Copy of the identity card of the legal representatives;
- Proof of the cadastral situation of the CPF of the legal representatives issued by the Brazilian's Federal Revenue Office;
- Proof of its regularity before the CEIS, CEPIM and CNEP; and

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- Evaluate and request statements from the third parties in relation to relationships with Public Agents and judicial investigations.

(2) Tax Good Standing of the Proponent with the Instituto Cultural Usiminas (Previous Registration):

- Proof of tax good standing before the National Treasury;
- Proof of good standing before the State and Municipal Treasury of the domicile or head office of the beneficiary;
- Proof of good standing before the Guarantee Fund for Length of Service (Fundo de Garantia por Tempo de Serviço); and
- Proof of good standing before the Labor Justice.

The documents referred in item (2) above, issued without date of validity by the competent body, shall only be considered valid, if issued in less than sixty (60) days prior to the date of delivery of the documentation for the qualification.

**d) Formalization of the Sponsorship or Donation agreement**

The pre-selected actions, qualified and recommended by the Institutional Corporate Committee of Sponsorships are returned to the Instituto Cultural Usiminas, that receives the projects and communicates to the proponents the ones that were not selected. Subsequently, a general list of the projects approved is prepared, containing the general conditions of execution, that will be recorded in minutes and signed by the Committee.

The projects approved shall then be entitled to receive the funds from **GROUP USIMINAS** in the form of Sponsorship or Donation, upon preparation of a Work Plan, registration or regularization of the registration by means of the Software and the execution of the Sponsorship or Donation agreement to be executed between the Instituto Usiminas Cultural and the beneficiary.

(1) The Work Plan shall contain:

- Purpose and detailed description of the action;
- Justification for the its performance;
- Target audience and of the number of people who shall participate in the action;
- Period and place of performance;
- Budget of the global cost of the project to be sponsored and the list of expenditures (initials) to be covered with funds from the companies of **GROUP USIMINAS**;
- In case of Sponsorship, proposals of considerations for **GROUP USIMINAS**;
- Indication of the bank account of the beneficiary, bank and branch for deposit of the funds and copy of bank statement to confirm account ownership; and
- Name of the entity, CNPJ, telephone, e-mail, tax domicile, address for mail, name of the legal representative of the proponent, position, nationality, marital status, profession, CPF, number of the

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identity card, issuing body, state, ZIP Code, street, number, complement, borough, country, city and state.

(2) The Sponsorship or Donation agreement shall necessarily contain:

- The purpose and its characteristic elements with detailed, objective, clear and precise description of what is intended to be performed or obtained, in compliance with the Work Plan, that shall be part to the agreement, regardless of the transcription;
- The obligation of each one of the participants, including the consideration in case of Sponsorship;
- The obligation to account to **GROUP USIMINAS** and to the competent Governmental Authority, if there is use of Tax Incentive;
- The commitment to reimburse the amount transferred, monetarily adjusted, from the date of receipt, plus the legal interest, in the cases provided in this Policy;
- The initial term of the effectiveness of the Sponsorship or Donation agreement, which shall be the date of its execution;
- The final term of the effectiveness of the Sponsorship or Donation agreement, which shall be the date of the approval of the accounts by the Instituto Cultural Usiminas or by the competent Governmental Authority, as the case may be;
- Clause of joint liability of the lead manager (legal representative) signatory to the agreement, for eventual default in accountability, especially by the return of the amounts and for collateral damages caused to **GROUP USIMINAS** or to third-parties in the execution of the purpose of the sponsorship;
- Liability clause the entity for the collection of the eventual amounts and rates related to copyright, and to those connected thereto, related to the public execution of musical, literomusicals and phonographic works, in the terms of the applicable law; and
- Commitment term of exclusive liability for any damages caused to third parties in relation to the execution of the activity object of the Sponsorship or Donation.
- All Sponsorship or Donation agreements shall contain an anticorruption section, as provided for in the general conditions of the agreements of **GROUP USIMINAS** and must include, at least, the provisions set forth in the Attachment A of this Policy.

The beneficiary shall only use the updated logo of **GROUP USIMINAS** in the materials of disclosure of the sponsored event, according to the files provided by **GROUP USIMINAS** and previous approval of the materials by **GROUP USIMINAS**. In addition, the sponsored beneficiary shall assume the responsibility to take care of the image of **GROUP USIMINAS** and behave themselves in a way to preserve the image of **GROUP USIMINAS**.

#### e) Financial Funding

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The funding of the financial resources to the beneficiary shall be effected after the execution of the Sponsorship or Donation agreement by both parties, the number of installments that is adequate to the intended action and to the budget availability, in the bank account of the beneficiary, in up to twenty (20) calendar days counted from the date of the filing with the Instituto Cultural Usiminas of:

- Request of financial funding;
- Two counterparts of the Sponsorship or Donation agreement signed by the beneficiary, one of them being notarized;
- Work Plan signed by the legal representative of the proponent; and
- Updated certificates that attest the tax good standing of the beneficiary.

If there is non-compliance with any of the documents referred above, the payment shall be scheduled in up to twenty (20) days after the delivery of the regularized document.

Once evidenced the occurrence of act of God and unpredictable fact, it may be altered, upon amendment, the period of execution, the term of effectiveness and the plan of application of the funds. The request of amendment shall be formally filed by the beneficiary with the Instituto Cultural Usiminas before the termination of the term of effectiveness of the Sponsorship or Donation agreement.

Instituto Cultural Usiminas shall analyze and approve the request of amendment, being entitled to request opinions of the Management of Financial Processing, of the Management of Fiscal and Tax Planning, with grounded justification by the Institutional Corporate Committee of Sponsorships.

It is forbidden the use of funds of the Sponsorship or Donation for a purpose other than the one established in the respective agreement, including to:

- Cover disbursements of current expenses and costs of the beneficiary, as well as administration, management or similar fee;
- Use funds with another purpose than the one established in the agreement;
- Make expenses with bank rates, fines, interest or monetary adjustments, including related to payments or tax collections overdue;
- Make expenses in a date prior or after the term of effectiveness of the Sponsorship or Donation agreement;
- Make payments to officers, presidents, leaders, directors or legal representatives of the beneficiary, or to the respective Close Relatives or, moreover, to legal entities of which these people are owners, partners or that exercise managerial function;
- Make payments for services rendered or goods provided by the beneficiary itself;
- Make payments related to the advisory or consulting services; and
- Make payments to obtain an Undue Advantage.

#### f) Presentation of the accounts

The presentation of the accounts is the proof that the funds provided in the Sponsorship or Donation agreement had good and regular application. Therefore, it shall be evidenced that the funds were used according to the activities provided in the formalized sponsorship or donation agreement, in compliance with what was planned and approved between the parties by means of the Work Plan.

The provision of the accounts shall take place quarterly after the beginning of the execution of the project object of the Donation or Sponsorship.

##### f.1) Specific rules for Sponsorships with use of Tax Incentive

In case of Sponsorships with the use of Tax Incentive, the presentation of the accounts shall be made by the proponent to the body of the competent Governmental Administration. The beneficiary shall be subject to the control by the relevant external bodies of control, especially Public Finance Courts.

The beneficiary shall forward to Instituto Cultural Usiminas a Report on the Accounts, giving detail as how the application of the funds received from **GROUP USIMINAS** occurred. The Report on the Accounts shall contain the documental proof that the beneficiary submitted to the assessment of the competent Governmental Authority and that the respective accounts were approved, that is, **judged regular**.

It is incumbent on the Instituto Cultural Usiminas:

- Assess and disclose to the Institutional Corporate Committee of Sponsorships the results achieved; and
- Maintain the file of the documents for the period determined in the law, as to meet future audits or proofs required by external entities or governmental bodies.

The rejection of the accounts shall lead to the application of the registration penalties provided in the internal rules of **GROUP USIMINAS** and in the impossibility to receive financial funds at any title.

**GROUP USIMINAS** shall not effect a new transfer of funds while the beneficiary is in default in the presentation of the Report on the Accounts related to any instruments executed with **GROUP USIMINAS**, as well as shall not execute new legal instruments of financial funding with the beneficiary while its provision of the accounts is pending of approval.

##### f.2) Specific rules for Sponsorships without use of Tax Incentive or Donations

In case of Sponsorships without the use of Tax Incentive or Donations, the beneficiary shall forward to the Instituto Cultural Usiminas, in the terms established in the Sponsorship or Donation agreement, the Report on the Accounts of the consideration and of the application/execution of the funds received from **GROUP**

**USIMINAS**, together with the complete documentation required, observing the other internal rules of **GROUP USIMINAS** on the matter.

The expenses shall be proven upon presentation of a copy of the corresponding invoices or of the equivalent documents, according to the specific legislation, together with the respective valid proofs of discharge.

The invoices or the equivalent documents shall be mandatorily issued in name of the beneficiary, except in cases in which there is legal provision for them to be issued in the name of third parties. The tax documents shall contain: CNPJ, address, complete description of the services or products, unit value and total value.

The beneficiary shall present a Report on the Accounts that is sufficiently detailed and, when applicable, shall attach to the Report the photographic record, examples of the materials of disclosure, videos, CDs, DVDs and other materials produced, as well as copy of the materials that have been reported in the media, for proof of the execution of the consideration mentioned in the Sponsorship or Donation agreement.

The Instituto Cultural Usiminas shall attest the compliance or non-compliance with the considerations proposed by the beneficiary on the physical execution of the sponsored action.

The Management of Financial Processing, in possession of the tax documentation inspected by the Instituto Cultural Usiminas, of the Report on the Accounts and of the Work Plan, shall exercise the control on the disbursement of funds in cash.

In the event the provision of the accounts is not approved, or if there are residual values to be reimbursed to **GROUP USIMINAS**, it shall be issued a notice of debit to the beneficiary.

Eventual remaining balance, including income from financial investments, shall be returned to **GROUP USIMINAS**, after analysis of the provision of the accounts by the Instituto Cultural Usiminas, in the terms of the Sponsorship or Donation agreement.

The beneficiary shall reimburse **GROUP USIMINAS** the funded amount, monetarily updated from the date of receipt, without prejudice to the application of the sanctions provided in the internal rules of **GROUP USIMINAS**, in the following events:

- Non-execution of the action object of the Sponsorship or Donation, for any reason;
- Cancellation of the action for any reason, even if by force majeure or act of God;
- Non-presentation of the Report on the Accounts;
- Non-approval of the accounts provided;

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- Use of the funds with purpose other than the one established in the Sponsorship or Donation agreement; and
- Default of any of the clauses or conditions of the Sponsorship or Donation agreement.

The rejection of the accounts shall lead to the application of the registration penalties provided in the internal rules of **GROUP USIMINAS** and in the impossibility to received financial resources at any title.

**GROUP USIMINAS** shall not effect a new transfer of funds while the beneficiary is in default with the provision of the accounts related to any instrument executed with **GROUP USIMINAS**, as well as it shall not execute new legal instruments of financial funding with the beneficiary while its presentation of the accounts is pending approval.

**Attachment A**

1. The Recipient shall comply with the principles and rules established in the Code of Ethics and Conduct and in the Anticorruption Policy of Usiminas (attached).
2. The Recipient acknowledges that Usiminas is subject to the requirements of several national laws prohibiting corruption and bribery and that the non-compliance of the Recipient and/or its personnel or representatives to comply with these laws and with the general rules and principles included in the Code Ethics and Conduct and/or in the Anticorruption Policy of Usiminas may result in substantial criminal and civil liability for Usiminas and/or its executive officers, employees or subsidiaries;
3. In the past, the Recipient did not provide any corrupt payment, gratuity, emolument, bribery, fee, kickback or other improper benefit to any person and has not engaged in any activity prohibited by applicable laws, rules or regulations;
4. The Recipient will not use the Donation for any purpose other than that described above and the Recipient undertakes to immediately notify Usiminas of any changes that may occur so that the Donation is used in a manner different from the one agreed with Usiminas;
5. The Recipient is the one who receives the Donation under the conditions previously established with Usiminas;
6. The Recipient expressly agrees to provide Usiminas at any time with all necessary information regarding the Donation as soon as it is applied or used as indicated in paragraph 4 of this document;
7. No Public Agent is receiving Donation;
8. The Recipient understands that any distortion made in this declaration will constitute reason for termination of any relationship in which the Recipient has entered with Usiminas in relation to the Donation.
9. The Recipient agrees and declares that the Donation made by Usiminas does not impose any future obligation on Usiminas in relation to additional donations and acknowledges that no other obligation or liability will arise for Usiminas related to this Donation;
10. The Recipient acknowledges and agrees that if any change in applicable law determines a change in the scope of the Donation made under this agreement, Usiminas shall not be held liable for any additional obligation or liability.

# **POLICY OF RELATIONSHIP WITH AGENTS**

## Summary

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## 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

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<sup>1</sup> 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.

<sup>2</sup> 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.

sovereign fund. It is considered as Governmental Authorities for the purposes of this 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.

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. 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 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 Improbity 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 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

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 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

### 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)

*(Free Translation: For reference only – Original in Portuguese)*

Date of constitution of the company:
Places of provision of service:
Field of activity and service to be provided:

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?

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.	

Name	Position	Period

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:

Telephone:	Website:
<p>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.</p>	
<p>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.</p>	
<p>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?</p>	
<p>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?</p> <p>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.</p>	
<p>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?</p>	
<p>15. Does the company have a Code of Ethics or of Conduct? If yes, please provide a copy.</p>	
<p>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?</p>	
<p>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.</p>	



## **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 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.