

# **SUMMARY**

1.	INTROD	JCTION	4	
2.	OBJECTI	OBJECTIVES		
3.	TERMS AND DEFINITIONS			
4.	LEGAL B	ASIS	5	
5.	ATTACHI	MENT(S)	6	
6.	INTERNA	AL POLICIES AND PROCEDURES	6	
7.	SUPPLIE	R APPROVAL	7	
8.	CONTRA	CTING OF SUPPLIER	7	
9.	MOBILIZATION OF THIRD PARTIES AND TRAINING			
10.	DOCUMENTAL ANALYSIS			
11.	SUPPLIE	R ASSESSMENT	9	
12.	START C	F SUPPLY	11	
13.	THIRD P	ARTY MANAGEMENT	13	
14.	MONITO	RING - INSURANCE POLICIES	13	
15.	SERVICE	PROVIDER REPRESENTATIVE	14	
16.	EMPLOYI	EE MANAGEMENT	14	
17.	ACCOMM	IODATION AND OVERNIGHT STAYS	18	
18.	GUIDELI	NES AND GOOD CONDUCT PRACTICES	18	
19.	START C	F WORK	18	
20.	REQUIRE	MENT OF SECURITY PROFESSIONALS	19	
21.	INDIVID	UAL OR COLLECTIVE PROTECTIVE EQUIPMENT (PPE / EPC)	20	
22.	DRIVING	G LIGHT OR HEAVY VEHICLES	20	
23.	PROTEC	TIVE EQUIPMENT FOR MOTORCYCLISTS	21	
24.	UNIFOR	4S AND BADGE	21	
25.	WORK A	CCIDENT	22	
26.	ACCIDE	NT ANALYSIS AND INVESTIGATION	23	
27.	BEHAVIO	DRAL TOOLS	23	
28.	PUNISH	MENTS AND SANCTIONS FOR PENALTIES	24	
29.	PROHIBI	TED ITEMS	24	
30.	FAILURE TO COMPLY WITH SAFETY RULES		24	
31.	ALCOHOL & DRUGS		25	
32.	ENVIRO	ENVIRONMENTAL PERFORMANCE INDICATORS		
	32.1.	IDA - ENVIRONMENTAL PERFORMANCE INDICATOR (WORKS)	25	
	32.2.	IDS - VEGETATION SUPRESSION PERFORMANCE INDICATOR	25	
33.	COMMIT	MENTS	25	
	33.1.	SUSTAINTABILITY	25	
	33.2.	COMPLIANCE WITH LAWS	26	

33.3.	HIRING LABOR AND EMPLOYEES	26
33.4.	ANTI-CORRUPTION	26
33.5.	GIFTS E PRESENTS	26
33.6.	FAIR COMPETITION	26

#### 1. INTRODUCTION

This guideline booklet aims to inform Rumo's material and services suppliers about the company's internal policies, to ensure that everyone is aware of their rights and duties, avoiding operational and management divergences through the correct understanding of the processes. Therefore, the failure to comply with the requirements here addressed may result in the activity being halted, the decertification of the supplier and possible termination of contract, under the terms agreed between both parties.

## 2. OBJECTIVES

- **a.** Inform the policies for training, selection and minimum working conditions;
- **b.** Provide guidance on the importance of proving tax and labor documents;
- **c.** Follow the guidelines of compliance practices, comply with legislation to fight corruption, harassment and discriminatory conduct
- **d.** Ensure a standard of quality and productivity that meets Rumo's needs and parameters;
- **e.** Ensure the safety, comfort and well-being of employees;

### 3. TERMS AND DEFINITIONS

**7 Rules of Life:** These are vital rules that aim to establish general guidelines to ensure an environment free from the risk of serious or fatal accidents, in addition to making employees and third parties aware that unrestricted compliance with safety rules is mandatory in all RUMO operations. The 7 Rules of Life are rules of fundamental importance for any area (Terminals, Railway Operations, Rolling Stock and Network/Works) and in view of this, RUMO considers knowledge, training and practice of these rules to be mandatory, and any non-compliance will be subject to administrative sanctions. The policy that describes the rules and points of attention is available in the tab "suppliers | Guides and Policies | General Policies".

**Additive(s):** document formalized between the parties in order to change any conditions previously formalized through the current Contract

**Contract:** legally binding agreement between RUMO and the Supplier (or more parties), establishing the rights, obligations and conditions for the provision of Services and/or Supplies

**Yellow line equipments:** are those generally used for construction, earthmoving and even mining and must be used respecting the guidelines contained in the Yellow Line Book, according to the procedure on the website (www.rumolog.com) | suppliers tab | Guides and Policies | Security | Yellow Line Book. All employees and/or Third Parties linked to the Supplier must have targeted and formalized training in the Yellow Line Book, as a way of attesting their knowledge of safety procedures, and the Supplier or Outsourced who fails to comply with the guidelines defined in the Book of the Yellow Line will be subject to the application of RNC – Nonconformity Records

**Supplier(s):** Individual or Legal Entity hired by RUMO to provide Services and/or Supply of goods or products, in accordance with the terms and conditions agreed in the Contract, Purchase Order or Service Order.

**Contract Manager:** person designated by RUMO/Supplier to supervise and manage the implementation and fulfillment of the formalized contract between the parties;

IDF: Supplier Performance Index;

**Order of Service:** document issued by RUMO for the execution of certain Services and/or Supply of products, based on previously agreed conditions

**Purchase Order:** formal document issued by RUMO to request the purchase of goods, products or services from a Supplier;

RNCS: Service Nonconformity Records

**Third party employee(s):** Supplier's employees and/or employees of companies subcontracted by the Supplier, who are linked to the Services/Supplies

**Terms of Acceptance of General Supply Conditions:** document that formalizes the Supplier's agreement with the general conditions established for the provision of Services and/or Supplies formalized with Rumo.

## 4. LEGAL BASIS

In order to ensure compliance with integrity practices, the relevant legislation, Standards, Principles and Policies and Procedures of RUMO must be observed, as well as the Regulatory Standards of the Ministry of Labor and Social Security No. 3,214 of July 8, 1978 and the applicable legal requirements and environmental standards, listed below:

- · Rumo's code of conduct;
- · Decree no. 9,571, of November 21, 2018 (National Guidelines on Business and Human Rights);
- OECD Due Diligence Guide for Responsible Business Conduct;
- Law No. 12,846/2013 (Brazilian Anti-Corruption Law);
- Law No. 14,547/2022 (Law to Encourage the maintenance of women in the job market, with the institution
  of measures to prevent and combat Sexual Harassment and other forms of violence);
- RUMO's 7 Rules of Life Policy:
- Driver Policy at the service of RUMO;
- · RUMO Alcohol and Drugs Policy;
- · Policy on the use of Alcohol and Drugs by Service Providers
- RUMO Environmental Construction Management Manual;
- RUMO Human Rights Policy;
- Purchasing Policy RUMO Supplies;
- United Nations Guiding Principles on Business and Human Rights;
- RUMO Supplier Approval Procedure;
- Procedure for Evaluating the Performance of RUMO Suppliers;
- Procedure for Socio-Environmental Management of the Supplier Chain;
- NR 1 General Provisions and Occupational Risk Management;
- NR 3 Embargo or interdiction;
- NR 4 Specialized Services in Safety Engineering and Occupational Medicine;
- NR 5 Internal Accident Prevention Committee;
- NR 6 Personal Protective Equipment (PPE)
- NR 7 Occupational Health Medical Control Programs PCMSO;
- NR 8 Buildings;
- NR 9 Assessment and Control of Occupational Exposures to Physical, Chemical and Biological Agents;
- NR 10 Safety in Electrical Installations and Services;
- NR 11 Transport, moving, storage and handling of materials;
- NR 12 Work Safety on Machines and Equipment and their attachments;
- NR 13 Boilers, pressure vessels and pipes and metal storage tanks;
- NR 15 Unhealthy Activities and Operations;
- NR 16 Dangerous Activities and Operations;
- NR 17 Ergonomics;
- NR18 Occupational Safety and Health in the Construction Industry;
- NR 20 Safety and health at work with flammable and combustible materials;
- NR 21 Open Air Works;
- NR 23 Fire protection;
- NR 24 Sanitary and Comfort Conditions in Workplaces;
- NR 26 Safety signaling;
- NR 28 Inspection and penalties;
- NR 29 Regulatory Standard for Occupational Safety and Health in Port Work;
- NR 31 Safety and Health at Work in Agriculture, Livestock, Forestry and Aquaculture;
- NR 33 Safety and Health at Work in Confined Spaces;
- NR 34 Working Environment Conditions in the Construction Industry / Hot Work;
- NR 35 Work at height;
- Lei 6.938/1981 National Environmental Policy;
- Lei 12.651/2012 Forestry Code;

- Lei 9.605/1998 Environmental Crimes Law;
- Lei 12.305/2010 National Solid Waste Policy;
- Lei 5.197/1967 Fauna Protection Law;
- Resolution CONAMA 237/1997 Details the review and complementation of procedures and criteria used for environmental licensing;
- Resolution CONAMA 479/2017 Details the environmental licensing of railway projects with low environmental impact potential and the regularization of projects in operation;
- NORMATIVE INSTRUCTION IBAMA No 9/2014, Establishes procedures related to emergency, urgent and routine works on railways, which are part of the Operating License;
- Resolution CONAMA 005/1993 Details the management of solid waste generated in ports, airports, railway and bus terminals
- Resolution CONAMA nº 275 de 25/04/2001- Establishes color codes for different types of waste in selective collection
- Resolution CONAMA nº 307 de 05/07/2002- Establishes guidelines, criteria and procedures for the management of construction waste;
- Resolution ANTT 5232/2016 Approves the Supplementary Instructions to the Land Regulations for the Transport of Dangerous Products, and provides other measures;
- NBR 7.500 Identification for land transport, handling, movement and storage of products;
- NBR 7503 Land transport of dangerous products Emergency form and envelope Characteristics, dimensions and filling;
- NBR 9735 Set of equipment for emergencies in the land transport of dangerous products;
- NBR 10.004 Solid Waste Classification;
- NBR 11.174 Storage of class II non-inert and III inert waste;
- NBR 12.235 Storage of hazardous solid waste;
- NBR 14.725 Chemicals safety, health and environmental information;
- NBR 15.219 Fire emergency plan
- All NBRs applicable to the execution of the Service/Supply, as well as legal requirements defined by the regulatory bodies for the service/activity performed.

In addition to the regulatory standards of the Ministry of Labor and Social Security, all state and municipal legislation regarding safety and health requirements, as well as the regulations of the local Fire Department, must be observed and complied with.

## 5. ATTACHMENT(S)

The following attachment(s) are part of this instrument:

ATTACHMENT I - List of RUMO Systems

## 6. INTERNAL POLICIES AND PROCEDURES

RUMO's premise is that all Suppliers are aware of and comply with internal policies and procedures, with the aim of ensuring a safe environment in all activities and due alignment between security principles and good Compliance practices.

Below are RUMO's main policies, available on the Supplier portal, which must be known and followed in full by Suppliers, their employees and Third Parties linked to them:

- Code of Conduct and other policies applicable to Suppliers
- 7 Rules of Life Policy
- · Driver Policy at the service of RUMO
- Alcohol and Drugs Policy
- Policy on the use of Alcohol and Drugs by Service Providers.
- · Human Rights Policy

#### 7. SUPPLIER APPROVAL

To become qualified and begin supplying, the Supplier must meet the requirements of the approval process, as well as reach the minimum score established by the criteria of said process, always in accordance with the Purchasing Policy – Supplier, Supplier Approval Procedure, Procedure for Assessing Supplier Performance and Procedure for Socio-Environmental Management of the Supplier Chain.

Approval will be applied with specific criteria according to the degree of complexity of the nature of the service provision and/or supply of materials and inputs.

All suppliers must have their registration up to date. These documents must be kept regular during the entirety of the duration of the contract, subject to the application of the penalties provided for in the Terms of Clauses and General Conditions for Future and Possible Supply of Goods, Services and Rentals,

The documents must be attached directly in the system specified in ATTACHMENT I, via the website https://rumolog.com/fornecedores/ in the Suppliers tab.

In case of doubts, the Supplier may contact support via email supportfornecedores@rumolog.com

# 8. CONTRACTING OF SUPPLIER

Once the approval and negotiation processes are completed, there will be formalization through a Contract, Purchase Order or specific Service Order. After formalizing the contract and possibly fulfilling other requirements, depending on the contractual conditions, the Supplier is authorized to begin the activities committed to with RUMO.

#### 9. MOBILIZATION OF THIRD PARTIES AND TRAINING

The process of mobilizing the Supplier, its employees and Third Parties takes place in two stages: (i) document analysis of the Third Parties; and (ii) carrying out the mandatory RUMO training listed below.

- Security Integration: mandatory for all employees and/or Third Parties involved in the Services/Supply
   Valid for 1 (one) year.
- Operational Regulation I (RO I): mandatory for functions that work with train licensing Valid for 1
  (one) year.
- Operational Regulation II (RO II): mandatory for functions that involve maneuvering railway vehicles and that do not work with train licensing, as well as applicable to employees responsible for issuing service bulletins and releasing trains Valid for 1 (one) year.
- Operational Regulation III (RO III): mandatory for functions that carry out work near or on the tracks, maintenance of machines and equipment in operational environments and that are exposed to the risks of moving railway vehicles Valid for 1 (one) year.
- Railway Operations Regulations (ROF): mandatory for employees and/or Third Parties linked to the Supplier who will provide Services/Supplies in Baixada Santista, replacing ROF II or ROF III - Valid for 1 (one) year.
- **7 Rules of Life:** mandatory for all employees and/or Third Parties linked to the Supplier, involved in the Services/Supply, regardless of function or work unit **Valid for 1 (one) year.**
- **Bulletin leader training:** for employees and/or Third Parties who will carry out activities in the field with the function of controlling and monitoring service bulletins **Valid for 1 (one) year.**
- Safe Driving Training Theoretical (ICEC): Mandatory for employees and/or Third Parties who will carry out activities involving driving vehicles Valid for 1 (one) years.
- Safe Driving Training Practical: Mandatory for employees and/or third parties with driver positions and/or third parties with Rumo RFID Valid for 3 (three) years.

Both stages are conducted by companies hired by RUMO to manage this process, and all training is carried out online (except practical driving training).

In the training stage, the request for release must be made directly on the course platform (ICEC) provided by RUMO, and the training fees must be paid directly by the Supplier.

In the case of presential training, the maximum delay tolerance is 15 (fifteen) minutes.

It is essential that employees and/or Third Parties attend the training and in case of exception, they must cancel by 12pm on the day before the date of the presential training, and failure to comply with this prerogative will result in the application of RNC for the Supplier.

For the cases indicated below, it is not necessary to mobilize on the SG3 portal:

TIPO TERCEIRO	REQUISITOS SEGURANÇA
LIVRE	Deve estar acompanhado por responsável Rumo, seguindo as políticas e procedimentos de segurança da unidade. Não possui vínculo contratual com a Rumo ou não há prestação de serviço no escopo da contratação

#### Exemplos:

- # Contrato de fornecimento, onde o acesso à área da Rumo será somente para entrega de materiais ou produtos, tais como: Entregas no almoxarifado, entregas de materiais de construção, concreto usinado, carreteiros nos terminais, fornecimento de água mineral, coffee break, serviços de correio, entre outros.
- # Acesso de guinchos e/ou mecânicos SOS para atendimento a carretas danificadas nos pátios internos da Rumo, entre outros.
- # Reuniões, visitas técnicas de fornecedores, auditoria e/ou inspeções de autoridades públicas, gravação de matéria de publicidade, etc.
- # Instalação de insulfilm em janelas do escritório, papel de parede, fechadura de porta, conserto/reparo de instrumentos de TI; mapeamento fotográfico ou, filmagem aérea, por terra ou com drone, realização de palestras, aulas, treinamentos, consultorias, etc.

## 10. DOCUMENTAL ANALYSIS

Before starting any activity, Suppliers must self-register their company, submit the contract formalized with RUMO for approval to the manager and, subsequently, present the mandatory documentation provided below, according to the List of Mandatory Documents, in the specific RUMO system, indicated in ANNEX I, to carry out the audit process by a company hired by RUMO. It is important to highlight that the deadline for sending a login and password to access the specific system and online training will take place within 24 hours (twenty-four hours). After self-registration and service provision approval, the third-party company will have access to SG3 system training, online through UniEx (Executive Corporate University).

Only after completing the training will you be able to register and allocate your employees, so that you can post specific documentation relating to your employees.

## List of mandatory documents:

- **PGR** Risk Management Program, including the action schedule and calibration certificates for measuring/precision equipment.
- PCMSO Occupational Health Medical Control Program per service provider.
- ASO Occupational Health Certificate.
- PPE (Personal Protective Equipment) form and proof of delivery, as well as training on their use and conservation. The PPE delivery form must be reposted with updates whenever necessary.
- Service order and other evidence of training, according to NR's and policyholder requirements.
- RG or CNH (Driver's Licence) and RNE (National Foreigner Registry) or CIE (Foreigner Identity Card), when
  applicable.
- CTPS of employees (pages: civil qualification, employment contract for the last 18 months and pages of notes).
- Training Diploma, Class Council Identification Card and/or Technical or Professional Course.
- · Updated employee registration form.
- Training certificates in Mandatory Regulations. Certificates must be issued by third-party companies
  authorized to carry out training, including following RUMO requirements made available during
  mobilization, which are not specified in the Standard. Certificates issued by the company itself will not be
  accepted.

- Service Provision Contract (for Self-Employed and Cooperative Members) or social contract / entrepreneur requirements (applied to partners).
- Proof/declaration of residence Indicating the zip code number
- Other applicable documents, previously requested by RUMO.

## Costs applicable to mobilizations:

Expenses for the mobilization of each of its employees will be covered by the Supplier itself, as well as the annual fee for updating data on mobilized employees and systemic maintenance of this data on the platform indicated by RUMO.

It is the Supplier's responsibility to maintain the list of employees involved in the Services/Supplies, duly updated in the specific system, and must, for this purpose, including new employees and inactivating those who have been terminated, in order to ensure assertive and safe management.

We emphasize that late payment or non-payment may result in employees being blocked from the system until due regularization, making it impossible for them to work at RUMO units.

The mobilization value of each employee/CPF, to be paid directly to the auditing company hired by RUMO, varies depending on the time chosen to carry out the document analysis, as well as being subject to adjustments

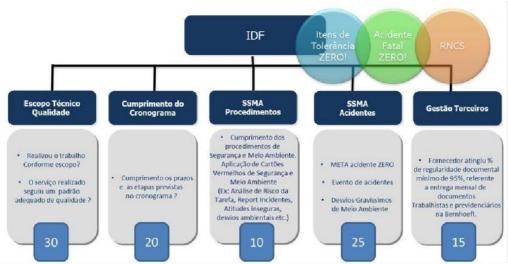
#### 11. SUPPLIER ASSESSMENT

The evaluation of Suppliers will occur when the service provided is measured, by the contract manager, at the end of each month or beginning of the following month. The evaluator must carry out the evaluation according to the form provided by the Supplier Management area. The questions can be changed as requested by the manager, as long as the criteria below are followed. It is the responsibility of the contract manager to notify the Supplier Management (Supplies) area if there are changes to the structure and indicate the new person responsible/evaluator.

The area requiring the contracted Service/Supply will tabulate the IDF - Supplier Performance Index, monthly, together with the Supplier Management team, according to the indicators that compose it, indicated below:

- **Deadline:** Compliance with the proposed schedule, which may be a single, project schedule, or agreed dates for delivery of work orders
- **Technical Scope / Quality:** Compliance with the technical scope of the service/supply, in accordance with what was proposed in the contract/service order, with committed quality.
- Safety: Compliance with the safety standards of the Ministry of Labor and Social Security as well as those defined by RUMO for the agreed activities, including, but not limited to, the absence of accidents or incidents caused by the Supplier, carrying out safety training, use of PPE, compliance with training required by the Safety area, when these are required during the provision of service/supply by the Supplier (monthly and/or quarterly) and compliance with good conditions of machines, tools, transport, accommodation and work fronts in good condition appropriate measures during the performance of services/supplies
- **Environment:** Environmental deviations and/or non-compliance with procedures formalized through a Non-Conformity Record.
- **Compliance with legislation:** Presentation of all documents in the specific system indicated by RUMO, relevant to compliance with the legislation of each Supplier employee or outsourced party linked to the contract, such as payment of labor obligations, taxes, certifications in safety standards linked to the function, etc.

The distribution of weights for each indicator is shown in the table below:



**NOTE:** If there is an occurrence of (i) Fatal Accident and/or (ii) Zero tolerance items, the IDF (Supplier Performance Index) score will be reset to **zero** 

# (i) RNCS (Service Non-Conformity Record) and Zero Tolerance Items

The Supplier Management area has a tool for dealing with non-conformities related to service provision and/or supply, called Service Non-conformity Records ("RNCS").

Through this tool, managers at RUMO, the Environment, Safety and other areas will be able to report irregularities, at which time the Supplier will be notified and will have 24 hours (twenty-four hours) to return with an action plan and/or evidence of regularization

Without prejudice to the existence of RNCS, in any case, depending on the severity of the situation, or in case of non-remediation and/or lack of response from the Supplier in relation to that RNCS sent, the Supplier Management area may also take action the Legal Department for the purpose of preparing a formal Extrajudicial Notification, which will be sent directly to the Supplier for the necessary measures that are necessary and that were not carried out in the appropriate time and manner when sending the RNCS

Within this process, the Zero Tolerance procedure was established, which are non-conformity items that expose employees to poor working conditions. Therefore, if it is identified that any of the minimum conditions listed below are not being met by the Supplier, the IDF score will be reset, and may also result in the application of the penalties provided for in the contract signed between the parties:

# **Minimal Working Conditions**

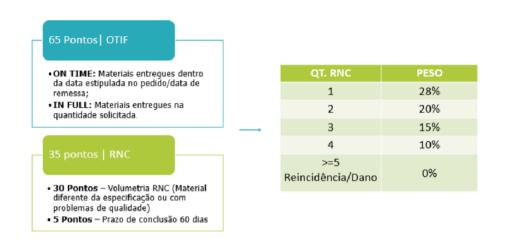
- 1) Ensure at least 5 liters of water per employee;
- 2) Water must be filtered or mineral and fresh;
- 3) Provide individual thermic water bottle;
- 4) Provide food individually to employees;
- 5) Have chemical toilet or toilet tent with appropriate and clean seat;
- 6) Have table for meals with sufficient room to accommodate all employees;
- 7) Score over 65% in the checklist;
- 8) Keep a vehicle to transport employees in good conditions;
- 9) Do not submit employees to long and exhaustive work hours;
- 10) For locations with shower housing units or locker rooms the shower must be in a private space;
- 11) Employee housing units must always be well conserved and clean;
- 12) Bathrooms must be in full conditions of hygiene, cleanliness and conservation;
- 13) Bathrooms must have toilet paper and a trash can with plastic bag and cover;
- 14) Employee housing units must have at least 3 square meters for each employee;
- 15) Beds must have clean pillows;
- 16) Mattresses must have at least 33 foam density;
- 17) Use of appropriate PPE;

RUMO will carry out the inspection on a monthly basis and, at its sole discretion, will send the results to the Suppliers, who may also request the results to be sent within a different period of time, via the email address: <a href="mailto:qestao.fornecedores@rumolog.com">qestao.fornecedores@rumolog.com</a>.

When necessary, meetings and/or action plans and/or RNCS/Notifications will be held to discuss critical points, especially in the case of a result below expectations.

## (ii) MATERIAL SUPPLIER ASSESSMENT

The IDF - Supplier Performance Index - Material Supply, used by RUMO's Supplier Management area, aims to evaluate Supplier performance within the parameters established by RUMO, in order to generate continuous improvement in performance, reducing costs and mitigating risks.



In case of non-compliance, resulting in the IDF below the 90% (ninety percent) index, RUMO may apply withholding of payments, as follows:

- 1) In the 1st (first) month of not reaching the index, the supplier will recieve na electronic notification message informing that next month there will be payment retention.
- 2) From the 2nd (second) month, withholdings will occur gradually up to a maximum percentage of 10% (ten percent) of the total value of each contract signed with RUMO. If the target is not achieved consistently, in addition to the retentions, the Supplier will be subject to other penalties provided for in the contract(s) signed between the parties.

Note: If the Supplier reaches the target for 3 (three) consecutive months, the retained invoices will be released for payment.

When there is an RNCS, as per the table above, there will be a deduction in the IDF result and the Supplier must present an action plan, via the Supplier Portal, to be approved by RUMO, compatible with the occurrence and that guarantees the problem will not reoccur.

Furthermore, for each occurrence of RNCS there will be a payment retention, referring to an invoice already issued, which will be blocked until the RNCS is regularized and completed, if the invoice referring to the specific material that generated the RNCS is not available in the system, the amount equivalent to the nonconformity record will be retained.

Therefore, if the regularization of deliveries and Non-Conformity problems are not evident, RUMO reserves the right to proceed with the application of penalties provided for in the contract(s) signed between the parties.

### 12. START OF SUPPLY

i. No supply can be initiated without receipt of a signed Purchase Order, Service Order or Contract, in accordance with the procedure established in RUMO's Purchasing Policy, and RUMO will not be responsible for payment for equipment, services or materials whose invoices do not are in accordance with the purchase order or formalized contract between the parties.

**ii.** The initiation of any service and/or supply of materials for which confirmation is carried out through a means other than the purchase order, contract or service/commence order is not authorized. If the Supplier receives any internal request from RUMO employees and/or third parties that is not based on a valid and auditable document, as indicated above, the Supplier must consult the person responsible for Supplies for this contract, who will guide him/her on how to proceed. Furthermore, any services that are provided by the Supplier and that are not subsidized in the purchase order and/or contract will be considered non-requirementable.

- **iii.** In the event that there is a provision for future contractual amendments, the added services and/or supplies may only be started after receipt of a formal order issued by the Supply area, such as a purchase order, contractual amendment and/or service order/start.
- **iv.** RUMO uses a single tool for sending and confirming purchase orders, available for access via the RUMO website as per the instructions in item 9 or access directly via the link (click here). All Suppliers must consult and receive orders through this tool.
- **v.** RUMO does not and will not recognize claims for future compensation relating to non-compliance with the procedures mentioned above, any and all exceptions must be discussed and approved in advance by the company's Supply area. To this end, the Supplier must observe the following criteria:
  - **a.** Issue the respective invoices for payment by the 15th (fifteenth) day of each month, so that there is sufficient time for recognition, under penalty of non-payment of these Invoices and extension of the due date with a new issuance of the invoice by the supplier;
  - **b.** Payments will always be made on the 1st, 10th or 20th of each month or on the first business day following these dates, by means of a bank deposit into a current account held by the Supplier;
  - **c.** The Supplier will be responsible for including, on all invoices issued pursuant to this instrument, the number and name of the contract (if any), the order number that gave rise to the invoice, under penalty of returning the billing document to correction and postponement of the payment deadline, at no cost to RUMO.

## (i) ORDER CONFIRMATION - FIORI ORDER PORTAL

All purchase orders will be monitored on the Fiori Order Portal, through which said orders must be previously analyzed for acceptance, refusal or return for correction. The Supplier will have 2 (two) business days to post the status of each order according to the procedure on the website (www.rumolog.com) in the Suppliers tab, in the item "Follow-up of order purchase.



# (ii) TAX AREA - ISSUE OF TAX INVOICES

- **i.** All NFs must contain the indicated order number, address and details of the place where the service/supply is provided.
- ii. The Electronic Invoice must be sent at the time of issuance, in PDF file format, to the email below;
  - **iii.** Goods NFs (DANFE) issued for the railway and Terminals (RUMO): cei\_nfe@cosan.com Invoices sent more than 15 days after the date of issue are subject to refusal.
- **iv.** Service invoices must be sent to the email receiv\_nfe@cosan.com with a copy to the area requesting the service.
- v. The Invoice must be issued by the 20th day of the month.
- vi. For any type of query regarding payments, you must open a call using the channels below:
  - <a href="https://apps.raizen.com/portaldefornecedoresexterno/pagamento/login.aspx">https://apps.raizen.com/portaldefornecedoresexterno/pagamento/login.aspx</a>
  - E-mail: <u>atendimento.fornecedor@raizen.com</u>
  - Phone: (19) 3403 5001

#### 13. THIRD PARTY MANAGEMENT

RUMO maintains a Supplier Management program in order to ensure that the Supplier sends all requested documents and information, strictly within the rules and deadlines set out in said program, thus keeping the Supplier able to continue provision of service/supply.

### (i) THIRD PARTY MONITORING

Documents will be sent by the Supplier through the specific System, as indicated in ANNEX I.

The form and deadlines for submission must strictly follow the guidelines of the Program Third Party Monitoring and Document Booklet according to the procedure on the website (www.rumolog.com) | suppliers tab | procedures | Third Party Monitoring, with its guidelines characterized as contractual obligations. The forms of document deposit are classified as "admission", "company" or "employee", and will be requested at the time of registration of the company, the employee, upon the occurrence of the event generating the document (e.g. Proof of Holidays), monthly, bimonthly, semi-annually or annually, according to the Document Booklet and the Document Deposit Calendar.

The documents required in the Program are divided into two categories:

- Labor Obligations Documents;
- General Obligations Documents;

If the Supplier has a percentage index lower than the minimum required of 95% (ninety-five percent) and is pending with the mandatory supporting documents, he must present an action plan and will be subject to penalties provided for in the contract(s). (s), and may enter into a restriction process or even have their contract terminated, according to the following rule:



## (ii) MONITORING OF LABOR, SOCIAL SECURITY AND CONTRACTUAL

To manage the labor, social security and contractual obligations of Suppliers and their subcontractors, RUMO has a partnership with a specialized consultancy, which is responsible for receiving documents, gathering information, analyzing data and documents, issuing reports and clarifying doubts from service providing companies, as indicated in ANNEX I.

# 14. MONITORING - INSURANCE POLICIES

RUMO maintains diligent control of its contracts and requests, including insurance policies, provided for in each contract, which aim to protect itself regarding the services/supplies provided by Suppliers.

The insurance policies required from Suppliers, depending on the regime and nature of the contract, must be provided for in internal requisitions and also in commercial proposals and/or contract.

Any cancellation of a policy may only be authorized after evaluation by RUMO's internal Insurance Department followed by approval in accordance with the Insurance Policy, and suppression is expressly prohibited independently by the Supply Team and/or at the request of the Supplier.

Once the relevance and appropriateness of contracting the insurance policy(ies) has been demonstrated, the Supplier must present, within 15 (fifteen) calendar days after the formalization of the Purchase Order, Contract or Service Order, the certificate of the specified insurance policies, with sufficient coverage to insure eventual loss(s), according to the scope of the contracted services/supplies, with a term of validity no shorter than that of the Services/Supplies.

Policies must be contracted covering the Brazilian territory and issued by a first-rate insurer, covering material damage and coverage in accordance with the instructions contained in the Insurance Policy Manual. Documents must be sent by the Supplier through a specific system, as described in ANNEX I.

Policies and other related documents must be sent by the Supplier, according to the deadline stipulated in the Purchase Order, contract or Service Order signed between the parties.

The requested documents will be:

- Mandatory insurance policy, provided for in the contract signed between RUMO and the Supplier.
- Proof of payment of insurance premiums requested.

As described, each contract will provide for specific policies, and for more information the Supplier must consult the Insurance manual, published on the RUMO website (www.rumolog.com) | suppliers tab | Guides and Policies | Procedures | Insurance Policy Manual.

## 15. SERVICE PROVIDER REPRESENTATIVE

The Supplier's representative is the person responsible for the Supplier's employees at RUMO's premises and must ensure that all requested information is met. This representative must be indicated by location in the contract(s) signed between the parties. It is essential that all information from the Supplier's representatives in each location where the service/supply is being provided is passed on to RUMO.

It is very important that communication between the Supplier and RUMO happens simply and quickly, with the aim of speeding up improvement processes, negotiations and problem resolution.

If the Supplier's representative is changed, the Supplier must formalize the change via written communication and contractual amendment. This formal communication must be carried out immediately after the change of representative and sent to the person responsible for hiring the supply team and the manager / RUMO contract inspector.

# 16. EMPLOYEE MANAGEMENT

The legal requirements set out in legislation must be permanently complied with, as well as the internal rules set out in RUMO, as agreed in the contract signed between the parties, under possible application of the penalties provided for.

RUMO values its partners to be and are committed and engaged in complying with legislation in general, such as, for example, labor legislation and the observance of human rights; (c) know, comply with and undertake to comply with RUMO's labor and occupational safety standards, including, but not limited to, compliance with the following RUMO policies ("Policies"): (i) Human Rights, (ii) Information and Cyber Security, (iii) Company's Private Social Investment, (iv) Sustentability, (v) Indemnity, (vi) Privacy, (vii) Environmental, (viii) Antitrust, (ix) Anti-corruption, (x) Risk management (xi) Relationship with Public Bodies; (xii) Ethics Channel Procedure; (xiii) Code of Conduct, available at:



Notwithstanding the provisions of any contract to be signed, or in the respective Purchase Order/Service Order, the Supplier must:

**a.** Observe, immediately upon sending by RUMO, the rules established in the Continuous Monitoring Program, which consists of guidelines regarding Public Commitments assumed for the purpose of monitoring compliance with labor and human rights legislation in relation to suppliers providing labor services, including in relation to contractors ("Continuous Monitoring Program"), as well as other reports and annexes to the Continuous Monitoring Program

- **b.** Maintain control of migrant employees, that is, those recruited directly in a State other than the place of service provision, guaranteeing them the necessary assistance to move from one State to another, in accordance with procedures established by RUMO.
- Do not practice or allow your representatives to practice any act that results in discrimination based on race or gender;
- **d.** Do not practice or allow your representatives to practice acts of moral and/or sexual harassment;
- e. Do not use child labor, in accordance with item XXXIII of art. 7th of the current Constitution of the Republic;
- **f.** Do not establish or induce discriminatory attitudes towards workers who are identified as victims of work in conditions similar to slavery or reporting work under such conditions.
- g. Do not use labor in conditions similar to slavery;
- h. Ensure that its employees, when using systems and/or communication channels belonging to RUMO, do not propagate or disseminate rumors, pornography, jokes, games, party political propaganda, as well as any material that could be considered amoral and/or unethical;
- i. Use qualified personnel in sufficient numbers to execute the Contract;
- **j.** Pay the salary, benefits, charges and expenses of a labor, social security and tax nature, its employees and the labor used, in compliance with applicable laws and collective agreements;
- k. Provide adequate food, transportation and housing/accommodation for your employees/contractors, as well as the correct and proper maintenance of housing/accommodation, always ensuring that your employees/contractors are located in a clean and usable environment. In this sense, based on the labor laws in force, any use of the dining space intended for RUMO employees by the Supplier's employees/contractors, as well as any use of transport, will not characterize, under any circumstances, a direct employment relationship and/or indirect between the Supplier's employees and RUMO;
  - Provide adequate conditions for workplaces in accordance with Brazilian legislation and work regulatory standards, including, but not limited to: i) LIVING AREAS - install in all living areas, a dedicated, covered, ventilated and illuminated place so that the employee/contractor can wash, dry and iron their personal clothes, without this generating any burden on the employee/contractor; ii) SANITARY FACILITIES consisting of washbasins, toilet with lid, urinal, electric shower and place for depositing used paper (garbage), which have a continuous supply of toilet paper, soap holder and towel hanger, as well as with appropriate and correct electrical installations, adequately protected and grounded; iii) ACCOMMODATION - which must be a clean and well-maintained environment, consisting of beds with mattresses in a good state of hygiene (in the case of bunk beds, which have side protection and stairs), closets, circulation area, adequate protection for electrical installations, provide regular supplies of sheets, pillowcases, pillows and blankets in adequate hygiene conditions; iv) DINING PLACE - which is a place in an adequate state of conservation, hygiene and cleanliness, nearby washbasin, tables with a smooth and washable top, sufficient seats, deposit with lid for debris (garbage), place with adequate water supply potable, filtered and fresh, the use of collective cups being prohibited, and, whenever requested by RUMO, proving the potability of the water offered to employees/contractors; as well as ensuring that meals are not prepared and/or heated outside the locations established by legislation, as well as, in the case of food provided, that they are in adequate quantity and prepared under hygienic conditions; if the SUPPLIER uses LPG gas, it must be installed in a ventilated location outside the area of use;
- **m.** Ensure that equipment for moving and transporting materials and people is only operated by a trained, identified and qualified employee/contractor;
- Comply with occupational medicine, health and safety standards, including with regard to dangerous and unsanitary conditions, ensuring a healthy and risk-free environment for its employees and contractors;
- o. Implement and maintain Environmental Risk Prevention Program ("PPRA"), Risk Management Program ("PGR") linked to Occupational Risk Management Management ("GRO") and Medical Control and Occupational Health Program ("PCMSO"), in accordance with Regulatory Standards 09 and 07 of the Ministry of Labor and Employment. If it falls within Table II of Regulatory Standard 04, as available at the link: NR 4 Specialized Services in Safety Engineering and Occupational Medicine (www.gov.br), the SUPPLIER must establish a Specialized Safety and Occupational Medicine Service Work ("SESMT") and make it interact with RUMO's security area;

- Provide and record the delivery of Personal Protective Equipment ("PPE") in quantity and quality (must have a Certificate of Approval – "CA") sufficient for the execution of the Contract, ensuring constant supervision and training for safe and appropriate use of equipment, and must arrange for exchange and/or replacement whenever necessary;
- **q.** Provide initial and periodic training, in accordance with applicable legislation, to all its employees/contractors, who are executing the object of the Contract, in order to guarantee the execution of the services, object of the Contract, safely, providing employees/contractors with copies of the procedures of training carried out, as well as proving to RUMO, with an attendance list, that the training was carried out for all employees/contractors;
- Provide your employees/contractors with a sufficient quantity of uniforms to carry out their activities, also providing your employees/contractors whenever there is a need to change;
- Responsible exclusively for the physical integrity of its employees and contractors;
- **t.** Take care of the belongings of your employees, contractors or Third Parties, which have been entrusted to your possession, custody and/or conservation, being responsible for their eventual replacement;
- u. If requested, remove from the contract location, within 24 (twenty-four) hours, any employee, contractor and/or third party who is considered, by RUMO, as unfit, or with inappropriate behavior. Futhermore, replace the professional on leave within 48 (forty-eight) hours counted from the request in this regard;
- v. Submit proof of payment of charges on a monthly basis, including contributions due to the National Social Security Institute ("INSS") and the Service Time Guarantee Fund ("FGTS"), the insurance of its personnel against risks and accidents at work and municipal fees and taxes;
- w. During the execution of the Contract, ensure that your employees, agents and/or contractors are not under the influence of drugs or alcohol, do not use, possess, distribute or sell alcoholic beverages, non-prescribed or illicit drugs, or drug-related equipment, and do not misuse legal drugs. The Supplier undertakes to immediately remove any of its employees or its suppliers from the performance of the Contract and from RUMO's facilities in the event of suspected use, possession, distribution or sale of alcohol or drugs and immediately after any incident for which alcohol or drugs may have contributed directly or indirectly, as well as allowing RUMO to carry out inspections of the assets and vehicles of its employees and the employees of its suppliers who are executing the Contract, with a guarantee of equality and in a manner that does not cause embarrassment;
- x. Periodically submit, when necessary for the execution of the Contract, its employees and agents, as well as those of its Suppliers, to alcohol and drug tests, without prior notice, which is why it will endeavor to obtain the necessary authorizations from the aforementioned people in advance. In case of a positive result for the tests mentioned above, the Supplier undertakes to take the appropriate guidance measures and refer the employee to appropriate treatment, as well as replace him/her in the execution of the Contract
- y. Maintain at the Contract Location a record of your employees/contractors or identification card, badge type, for each employee/contractor, containing full name, function, date of admission and Social Integration Program number ("PIS/PASEP");
- **z.** Carry out, as provided for in the legislation, control of the working hours of its employees/contractors, as well as strictly observing the working hours limits provided for by law, granting intra-workday breaks, inter-workday breaks and paid weekly rest for its employees/contractors and, whenever requested by RUMO, forward any and all documents and proof necessary to demonstrate compliance with the above;
- **aa.** In accordance with the applicable legislation, every employee/contractor must have the due and correct registration of the employment in a work card, as well as carrying out an admission and dismissal medical examination, and must forward, whenever requested by RUMO, all documents necessary to demonstrate the compliance with the above;
- **bb.** Maintain relationship and control, as well as inform RUMO regarding any and all contractors, contractors, subcontractors and suppliers, related to the object of the Agreement or acting on the Agreement, with communication with them being your sole and exclusive responsibility;
- **cc.** Carry out control and ensure compliance with labor legislation regarding employees/contractors in a state of the federation other than that of service provision, valuing i) disclosure of information about the job offer in a clear, objective and transparent manner in the description of main activities and place of work, salary and method of payment, working hours and weekly rest days, means of transport and food/meal

offered, availability of Personal Protective Equipment (PPE) and uniforms; ii) confirmation through documents whether candidates are at least 18 (eighteen) years old for hiring and where they live; iii) carry out an admission exam (before signing the employment contract); iv) sign an individual employment contract, including an alternative for literate and non-literate people (on the first day of work); v) provide the appropriate annotation of the Work and Social Security Card before starting work; vi) provide the cost of travel and accommodation along the way; vii) upon termination of the employment contract for any reason, the employee's return to the place of origin will be paid for by the Supplier, and the rule does not apply in situations in which the direct employee chooses to remain resident at the last place of work. All information and documents proving the condition of employees/contractors in a location other than the provision of services must be provided by RUMO to the Supplier on a monthly basis;

- **dd.** Provide every 6 (six) months, or whenever requested by RUMO, the Negative Certificate of Labor Debts ("CNDT") or the Positive Certificate of Labor Debts with the same effects as the CNDT, the first time being on the date of signature of the Contract;
- **ee.** Disseminate the RUMO Code of Conduct to its employees/contractors, as well as the RUMO Reporting Channel, in order to provide access for reporting, reiterating the confidentiality aspect of the whistleblower;
- **ff.** Periodically inform the situation regarding your financial capacity and changes that require knowledge by RUMO, including for the purposes of re-approval and determination of criteria related to the Supplier Performance Index ("IDF").

Without prejudice to the provisions of the Contract and any amendments subsequently signed, when applicable, the Supplier must:

- Submit machines, equipment and tools to inspection and maintenance in accordance with current official technical standards, paying attention to the condition of brakes, steering mechanisms, traction and suspension cables, electrical system and other safety devices;
- **b.** Ensure the installation, construction, assembly, operation, renovation, repair, inspection, execution and maintenance of electrical installations, observe the safety and health of employees/contractors, being carried out by employees/contractors qualified in accordance with NR-10;
- **c.** Ensure that exposed live parts of circuits and electrical equipment are not exposed, protecting electrical circuits against mechanical impacts, humidity and aggressive agents;
- d. Keep general electrical distribution boards locked, identifying their circuits;
- Promote and record inspections of machines and equipment in specific documents, including dates and failures;
- **f.** Implement, on all machines that may pose a risk to the health or physical integrity of any person, a blocking device to prevent their activation by an unauthorized person;
- g. Install fire extinguishers appropriate to the class of fire, as well as train firefighting material handling staff;
- **h.** Implement safety signs in the workplace in a visible location, posters alluding to the prevention of accidents and illnesses at work;
- i. Provide, free of charge, work tools and their replacement, when damaged;
- j. Provide first aid kits for the care of a trained person, in accordance with NR7, as well as emergency assistance; and
- **k.** Provide the necessary means for the free movement of workers/contractors.

The Supplier must present sufficient suitable documents to prove compliance with labor legislation and demonstrate it's financial capacity to comply with the purpose of the Contract, under the terms of this Supplier Manual, as well as comply with the provisions of legislation in general, in particular the provisions in labor legislation and the provisions of RUMO's internal policies.

The Supplier must present to RUMO, by the 15th (fifteenth) of the month following the month due, all documentation relating to the payment and fulfillment of the main and accessory obligations relating to, but not limited to, taxes, insurance, social, labor and tax charges and social security, of its employees, including proof of payment of salaries and registration forms, contractors, contractors and third parties related to the purpose of this Agreement, as well as other documents provided for in the Supplier Manual, under penalty of failure to

do so, giving rise to the application of the penalties provided for in this Agreement, as well as its termination for just cause, at the sole discretion of RUMO.

It is the Supplier's duty to provide, before mobilizing workers and starting the contracted work, as well as keeping the data updated, information and addresses of locations and establishments, as well as accommodation/overnight accommodation where there is circulation and use by its employees/contractors, even if whether owned by you or third parties;

RUMO may, during the execution of the Contract and until the end of the contractual relationship between the Parties, carry out any and all inspections (including "on-site") in establishments and accommodations/stays, including those owned and managed by third parties, such as hotels and establishments of this style, to identify compliance with the provisions of this instrument, the Contract and any amendments signed between the Parties, and the Supplier's duty is to provide free access to the RUMO team in these locations, with or without prior notice.

In the event that RUMO identifies non-compliance with any obligation provided for in this instrument, in the Contract, in the Continuous Monitoring Program and/or in any amendments signed between the Parties, the Supplier must correct the irregularity/non-compliance identified within the period determined by RUMO and in the terms of irregularity correction flow in the Supplier Manual, without prejudice to the penalties provided for both in this Supplier Manual and in the signed contract.

#### 17. ACCOMMODATION AND OVERNIGHT STAYS

Any Supplier and/or its subcontractor who presents the need to provide accommodation and/or overnight stays for the accommodation of its employees must contact RUMO's Occupational Safety team so that it can evaluate the structures to ensure that the appropriate conditions of comfort and well-being are met, therefore, the following steps are established:



It is the Supplier's responsibility to inform the Security team of the operating complex of any and all mobilization and demobilization situations, using the link https://forms.office.com/r/H1Vhcx6T3r, thus reporting on a monthly basis the list of all Accommodation. Failure to comply with the flow will result in penalties according to the tool for dealing with non-conformities related to service provision/supply - RNCs (Service Non-conformity Records).

# 18. GUIDELINES AND GOOD CONDUCT PRACTICES

RUMO makes its Ethics Channel available and publicized to all Suppliers. Any third party (Supplier and its employees) who have doubts or consider it necessary to report a behavioral concern, a violation of law, principles and criteria of inappropriate conduct may do so through our channel.

The Ethics Channel is managed by an internationally recognized third-party company, which guarantees the anonymity of the whistleblower and confidentiality of the reports.

Suppliers must encourage their employees to report any misconduct with the guarantee of non-retaliation.

The Supplier must publish guidelines aimed at combating all forms of harassment, violence or any form of discrimination, in addition to promoting diversity and inclusion within its workforce.

The Supplier must promote all training provided for in current legislation for its employees.

## 19. START OF WORK

Before starting any activity, it is necessary to follow the items below, remembering that compliance with all items is cumulative and mandatory. Activities cannot be started or must be stopped, at RUMO's discretion, if any non-compliance is found. In addition, the guidelines and responsibilities of the Environmental Construction

Management Manual must be observed, according to the procedure on the website (www.rumolog.com), tab "suppliers | Guides and Policies | Procedures".

To carry out the activities, the Supplier must follow the Task Security Analysis ("AST"). For tasks that do not have an AST, the third-party company must notify the Rumo team, who will prepare it. It is mandatory that a copy of the AST is available at the location of the task execution. The updated AST's will be available in the specific system, indicated in ANNEX I.

Work Permits (PT) are necessary when carrying out activities considered to be of high risk, and must be issued individually, for each service, revalidations are not accepted, according to internal procedure.

- The PT must be issued, in two copies, by the RUMO supervisor together with the Supplier's accredited person. To do this, the related guidelines contained in PT must be followed.
- Activities that do not have PT or have expired validity will be prohibited according to the procedure on the website (www.rumolog.com) | suppliers tab | Guides and policies | Security | Work Permit Form.

Before starting daily activities, it is mandatory to carry out the Daily Safety Dialogue – DDS with proof through minutes / attendance list. This meeting must highlight all the risks of the activity and working conditions, as well as cover topics to raise awareness about the importance of preventing accidents, promoting health, preserving the environment and disseminating RUMO Safety Bulletins.

After undergoing RUMO Security training, as well as training with AST's and having completed the DDS, activities can be started, observing the requirements indicated in the contract(s) signed between the parties, as well as complying with all existing procedures and standards at RUMO, including ensuring that all employees are uniformed, with badges and PPE.

**Note:** In the case of activities that require specific training, only those who are properly trained and have upto-date training may carry out the activities. Examples: Working at heights – NR35; Confined space – NR-33; Electricity. – NR-10; Combustible and flammable liquids – NR20; among others in accordance with Regulatory Standards, NBRs and relevant laws.

All activities that involve unsanitary conditions or dangerous conditions must be identified by the Supplier, who must also prove payment of the additional payments due. These risks must be contained in the PGR, PCMSO and ASO.

# 20. REQUIREMENT OF SECURITY PROFESSIONALS

Suppliers, Outsourced and/or Outsourced that carry out activities with work fronts in different locations must, obligatorily, guarantee the presence of the Supplier's Occupational Safety Technician at least 3 (three) times a week in each team, as long as the distance between the work fronts do not exceed 200 km (two hundred kilometers). In cases where the fronts exceed this mileage, another professional must be considered to service the said fronts. Furthermore, a vehicle (without sharing) must be made available by the Supplier to the Supplier's responsible technician.

In order to prove the presence of the TST on the work fronts, the RUMO Security team will carry out periodic inspections using the ALC – Behavioral Leader Assessment. In case of non-compliance with the minimum TST frequency guideline on the work front, the company will be subject to receiving an RNC, and, depending on the criticality of the service, interdiction.

For companies contracted to operate in controlled environments (Support Units, Stations, Workshops, etc.), follow NR4.

Companies contracted to operate in port areas, in addition to following NR4, must comply with labor regulations for port activities.

Critical activities that require monitoring by a Security Technician throughout their execution are listed below:

- 1. Work at Heights.
- 2. Mobile Equipment (Yellow Line).
- **3.** Blocking and Tagging (Activities at facilities, machinery and equipment, where it is necessary to blocking and tagging is required to ensure the control of a possible release of dangerous energy).
- **4.** Cargo Lifting (crane (wheeled crane, articulated vehicle crane, fixed crane etc.), overhead crane, gantry crane, etc.).
- 5. Confined Spaces (Access and work in confined spaces)

- **6.** Machinery Protection (Machinery and equipment with potential to cause injuries to people contacting mobile parts, projection or fall of materials or parts, or components that can cause damages)
- 7. Soil Stability (Soil stability in embankments, underground cavities etc.).
- 8. Explosives (Activities involving transportation, storage, handling, loading and detonation of explosives)...
- **9.** Work with Electricity (Work involving electricity of over 50 volts in alternating current (AC) or 120 volts in direct current (DC).
- **10.** Liquid Metal (Operating activities in processes with liquid metal).

When opening the PT (Work Permit), other activities that are not listed above may be characterized as critical, with the Supplier being responsible for providing a safety technician throughout the service.

In addition to this requirement, the company must establish a SESMT in accordance with the provisions of NR 04, observing risk level 3 of the activity, in accordance with NR04.

**Note:** service providers in the construction of new railway sections must meet risk level 4, in accordance with NR04

Labor inspections that may occur in companies third party to RUMO must be attended to by the Supplier's own occupational safety technician.

# 21. INDIVIDUAL OR COLLECTIVE PROTECTIVE EQUIPMENT (PPE / EPC)

It is the responsibility of the Supplier, Outsourced and/or Outsourced to provide and guarantee the use of the necessary PPE for its employees according to their function and/or area. PPE must have a C.A. (certificate of approval from the Ministry of Labor and Social Security), follow the standards validated by the RUMO Security area and other standards in accordance with the RUMO PPE Book under penalty of application of RNC, annotation in IDF and other notes and collections of applicable penalties.

The following are considered basic PPE: Reflective uniform, helmet with jugular, safety glasses, ear protectors, cowhide gloves, gaiters and safety boots. You must follow the RUMO PPE book by function indicated in the RUMO PPE and Uniform Policy in the current version.

It is mandatory to wear leggings in yards and on the railway section, while working or staying in the operational area.

You must have a copy of the PPE delivery form for all employees and it must be updated in the system whenever a new item is delivered to the employee, containing the CA number (Certificate of Approval), of all equipment, within the validity period, name of the company, name of the employee, date and signature of the employee, following the model according to the procedure on the website (www.rumolog.com) | suppliers tab | PPE Book..

Likewise, the specific application of Collective or Individual Protection Equipment (EPC/EPI) must be observed in accordance with RUMO's internal guidelines/procedures.

## 22. DRIVING LIGHT OR HEAVY VEHICLES

Every company that has light, utility or heavy-duty cars in its support fleet must have drivers with a specific license, who have a direct link with the Supplier, that is, as an employee of the Supplier.

In the case of a Third Party driving a RUMO vehicle, they will be subject to the rules and measures mentioned in the RUMO Service Driver Policy, and must be registered as a driver and have non-transferable RFID, as well as specific driving training, already mentioned in this manual.

The vehicle must follow the conditions of use as per items mentioned in the specific checklists for each vehicle, subject to blocking the vehicle for circulation and penalties for non-compliance with RUMO's internal requirements.

It is mandatory that the own vehicles used by the Supplier have telemetry and specific fleet management to guarantee specific traffic safety conditions and monitoring of driving conditions for the purpose of ensuring compliance with laws.

The Supplier that needs to transport its employees to and from work or the service front must follow the requirements of NR18 and the requirements of regulatory bodies.

## 23. PROTECTIVE EQUIPMENT FOR MOTORCYCLISTS

In addition to proven qualification for the category, the mandatory protective equipment for motorcyclists who provide services for RUMO are:

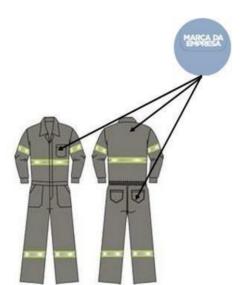
- Closed helmet with visor approved by Inmetro and within its validity period. No concealable or open helmets or MotoCross-style goggles are permitted.
- Gloves with phalange protector, cuff and sliding device (slider).
- Leather or cordura jacket with shoulder, elbow, forearm and spine protection.
- Leather or cordura pants with knee protection.
- Boots with shin protection and slider.
- Waterproof set, in case of rain.

## 24. UNIFORMS AND BADGE

Depending on the type of Service/Supply, employees and/or Third Parties managed by Suppliers must follow the uniform standard as per the model below, ensure use during the execution of activities and this uniform must be different from the standard used by RUMO

The uniform must have reflective stripes and must not contain blue or gray colors. Uniforms and badges cannot contain the description: "At the service of RUMO". Employees managed by Suppliers must have their own identity and the uniform and badge must be used in any activity.

Note: The deadline for companies with current contracts to adapt is 2 months from receipt of these guidelines.



Os uniformes devem possuir identificação com a marca

da empresa conforme figura ao lado e faixas refletivas.

#### Camisetas

Faixas refletivas: mangas e abaixo da linha do peito. Marca da Empresa: costas e na parte da frente do lado esquerdo na altura do peito.

#### Calças

Faixas refletivas: acima da altura do joelho. Marca da Empresa: bolso na parte de trás.

#### Jaquetas

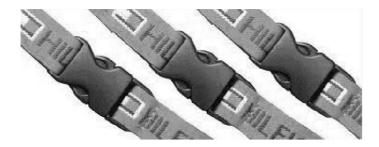
Faixas refletivas: mangas e abaixo da linha do peito. Marca da Empresa: costas e na parte da frente do lado esquerdo na altura do peito.

The availability of uniforms must be recorded on the PPE delivery form.

All employees managed by Suppliers must have a standard functional identification badge, with all mandatory training registered. The Supplier must, in addition to making badges available, require that all employees, agents, outsourced or outsourced employees carry them in a visible place during the work period.

### (i) Badge Template

(i) The lanyards for placing badges must have a safety system for quick opening in case of entrapment, so as not to cause accidents.



- (ii) The responsibility for making the badge available lies with the Supplier, he must guarantee up-to-date qualifications and compliance with use.
- (iii) The badge must identify the qualification of the employee, agent, outsourced or outsourced, as well as the validity of each qualification.
- **(iv)** After approval of the mobilization, the Outsourcing Executive will make available, within the Third Party Management System (SG3), the standard badge that must be made by the Supplier and used by all employees. The badge has a QR code that allows you to read updated information regarding the employee's documentation and qualifications.
- (v) It is mandatory to attend Safety Integration and Operational Regulation training with the badge, when carried out in person. If you do not have a badge, you will not be allowed to attend the training.
- (vi) Failure to attend in-person training, when necessary, will result in the application of RNC for the company.

#### 25. WORK ACCIDENT

It is the Supplier's responsibility to ensure training and define those responsible for first aid on the work fronts, as well as the supply of first aid kits, in good condition and materials within the expiration dates.

The particularities of the need for firefighters or rescuers for specific assistance and restricted or specific activities (e.g.: activities in Serra), as well as support equipment for emergency care (e.g.: stretchers and specific material for emergencies, etc.) must be observed.

# (i) OCCUPATIONAL ACCIDENT REPORT

All incidents/accidents involving the Supplier's own, outsourced or outsourced employees, without exception, must be reported immediately to RUMO, after the occurrence, within a maximum period of 2 hours (two hours) after the incident, subject to non-compliance with the deadline, applicable contractual penalties. Registration must be carried out by telephone to the RUMO Contract Manager and the RUMO Security Technician responsible for the location and formalized via email, for both.

## (ii) EMERGENCY RESPONSE

The Supplier must adopt previously defined emergency actions, such as providing first aid, removing and monitoring victims.

## (iii) SECONDARY RESPONSE

- After the first consultation, carry out a consultation with the Supplier's occupational doctor.
- Generate the partial or total CAT within a maximum of 24 hours (twenty-four hours) after evaluation by the competent occupational physician, specialized in occupational medicine and safety. Any rectification or complement must follow the deadlines and criteria of the regulatory body.
- Observe, in the case of major accidents involving multiple victims, the requirements of other institutions, such as civil defense and environmental agencies or in accordance with the Emergency Response Plan duly formalized and applied by RUMO.

Medical or care information for those involved must be shared with RUMO in order to monitor and support those involved, until the event is classified as well as mandatory documentation with the regulatory bodies MTE/INSS.

## 26. ACCIDENT ANALYSIS AND INVESTIGATION

Every accident must be immediately reported by the Supplier so that it can be investigated, and the Supplier must contribute all necessary information throughout the accident investigation process.

It will be up to the Supplier:

- (i) Monitor the recovery of the injured employee on a daily basis, including any need to attend the RUMO Security area from the day following the event.
- (ii) Send the accident summary slide within 24 hours (twenty-four hours) to the RUMO Safety team for immediate communication in other areas. The classification of the accident must be aligned with the manager of the Supplier's contract with RUMO, as well as with the Health and Safety areas.
- (iii) Summon those involved and leaders to participate in the analysis and Investigation of the Accident with those responsible at RUMO.
- (iv) Comply with all actions under your responsibility defined in the investigation.

The investigation will consist of a multidisciplinary team that will define the blocking plan to prevent recurrence of future events.

If the accident investigation concludes that the event was caused by a violation on the part of the Supplier, the Supplier will be subject to sanctions.

The accident investigation must follow the deadline as set out in the plan:

TYPE OF ACCIDENT	TERM OF INVESTIGATIO N	SUMMARY SLIDE SUBMISSION DEADLINE – ACCIDENT REPORT FOR THE SAFETY AND HEALTH AREA	
Fatal - Accident with fatality		24 hours	
CAF - Accident with lost time			
SAF - Accident without lost time	10 calendar days		
PS – First Aid			
Near Miss, Potential Near Miss and Property Damage			

- (v) Any accident or near miss (which did not result in a loss). If he is on the way to or from work, including lunch time, he must be immediately reported to his immediate superior.
- **(vi)** After investigating the accident, the Supplier must forward all relevant documents to RUMO's Security area, for internal disclosure of the accident that resulted and for the accident to be disclosed to other areas.

#### 27. BEHAVIORAL TOOLS

These are proven management techniques and tools applied in RUMO's operations for its own employees and third parties to reduce accidental losses (injuries, damage to equipment, leaks, vehicle accidents, etc.) and are part of the **Rumo Zero Accident Program**.

These techniques must be inserted into the routines of each third-party employee, as part of their duties. Each employee first needs to believe that they can be useful in reducing accidents, and then understand how to use them and then practice them.

RUMO demonstrates total commitment to the application of these Tools as part of each Employee's work routines and also expects this from the management of third-party companies. However, the responsibility for resolving problems identified in the use of the Tools does not essentially depend on senior management or RUMO's Health, Environment and Safety (HSE) area. The tools have their respective forms available on the website (www.rumolog.com) | suppliers tab | Guides and Policies | Security.

Each employee is responsible for identifying solutions and acting, with their supervision, in carrying out whatever is necessary to make the work environment safer.

Any employee is subject to tool audits without prior notice, and any non-compliance may result in blocking or total or partial interruption of work or labor, checking the type of deviation found, application of RNC, impact on the IDF, in addition to contractual penalties.

#### Behavioral Tools are:

- Task Security Analysis (AST)
- Individual Risk Assessment (AIR) using the "Point and Talk" technique
- Ask Security Check (VST)
- Observe, Stop and Act (OPA)
- Investigation and Definition of Causes and Actions (DCA)

UMO's explanations, guidelines and expectations for each behavioral tool are described in the procedure on the website (www.rumolog.com) | suppliers tab | Material for the Behavioral Leader.

#### 28. PUNISHMENTS AND SANCTIONS FOR PENALTIES

Compliance with the requirements described in this manual and in the Environmental Construction Management Manual may be audited without prior notice by any RUMO employee and non-compliance is subject to administrative measures and other penalties provided for in the contract, without prejudice to possible civil, labor liability, criminal and/or administrative by the competent authorities.

#### 29. PROHIBITED ITEMS

If the score for any audit falls below "80" when applying the checklist, the location and/or vehicle will be closed until the problems are resolved.

They will also be banned, regardless of the grade, if there is an irregularity in any of the banned items, considered zero tolerance.

The Supplier must respect all items contained in the audit checklists, especially when they are prohibition items (I), which means that they are mandatory to carry out the activities.

List of audits and checklists - attachment on the Supplier portal:

- · Work front;
- · Operating locations;
- · Overnight and accommodation;
- · Gas station;
- Passenger transport;
- · Body vehicles;
- · Light vehicles;
- Munk vehicles.

# **30.** FAILURE TO COMPLY WITH SAFETY RULES

Non-compliance with safety standards, for example: non-use of PPE, carrying out work without PT, non-compliance with AST's in CIA operational areas, carrying out work without Security integration training, as well as non-compliance with procedures of RUMO, NR's, or any other rule agreed in this Manual, in the Contract, Annexes and any Addendums, may result in a warning to the Supplier, which will be discredited in the Supplier's assessment, without prejudice to the application of other penalties provided for in the signed contract between the parts.

**Note:** To prove compliance with specific training (e.g. crane operator, forklift operator, work at height, etc.), said training must appear on the functional badge of each employee involved in providing contracted services/supplies. Updating, whenever necessary, is the responsibility of the Supplier.

Failure to comply with RUMO's Safety standards or those defined in legislation will be assessed by the Safety and Environmental Licensing team together with the third-party area, subjecting the company to red cards, RNC's, notifications and application of contractual penalties according to the severity of the deviation.

#### 31. ALCOHOL & DRUGS

The Supplier must periodically submit, or when necessary to provide the Services, its employees, as well as those of its subcontractors, to alcohol and drug tests, without prior notice, which is why it will endeavor to obtain the necessary authorizations from the aforementioned people in advance. In case of a positive result for the tests mentioned above, the supplier undertakes to take the appropriate guidance measures and replace him/her in the execution of the Services for RUMO;

The Supplier is responsible for ensuring that its employees sign a term accepting and agreeing to the above guidelines. Model policy and acceptance form are attached to this Manual, according to the procedure on the website (www.rumolog.com) | suppliers tab | General Policies | Policy on Alcohol and Drug Use of Service Providers.

### 32. ENVIRONMENTAL PERFORMANCE INDICATORS

## 32.1. IDA - ENVIRONMENTAL PERFORMANCE INDICATOR (WORKS)

This Indicator monitors the Supplier's adherence to the environmental management of works, compliance with the Principles of RUMO Environmental Policy and legislation, as well as assisting in the continuous improvement of processes. The IDA provides information on management practices and construction routines that generate significant impacts on environmental performance. The evaluated criteria are:

- Solid Waste:
- Chemicals;
- Water resources;
- Liquid effluents;
- Erosive Processes;
- Emissions, Noise and Vibrations;
- Fauna, Flora and Protected Areas;
- Environmental Education and Social Communication;
- ADME Surplus Material Deposit Area and Remaining Areas.

## 32.2. IDS - VEGETATION SUPRESSION PERFORMANCE INDICATOR

It aims to improve compliance with procedures and the safety of employees in the field in suppression activities carried out at RUMO in all its networks. The Indicator is based on a check list that includes all requirements for the suppression activity, meeting the requirements of environmental and safety bodies and RUMO procedures.

## 33. COMMITMENTS

## 33.1. SUSTAINTABILITY

To build a sustainable environment, it is necessary to follow a path of balance between the pillars of Environment, Social and Governance (ESG). Encouraging eco-efficiency, Social Responsibility, sustainable economic development and transparent management of company governance are guiding issues for RUMO's strategy and longevity.

And in the Supply Chain we need to have an efficient value chain focused on sustainability management, which is why we rely on our partner Suppliers to promote and practice themes associated with:

- Human rights
- Good working conditions
- Diversity and inclusion;
- Development of local companies;
- Open innovation and continuous improvement in processes;
- Awareness and awareness for mitigating socio-environmental risks;

- Conducting business based on the best Governance and Compliance practices;
- Environmental management;

At RUMO we recognize the fundamental importance of protecting human rights. We believe that respect for others and the activities of our operations go hand in hand. Our values define RUMO and the right way of doing business, therefore employees and Suppliers are expected to be committed to protecting human rights and human dignity, values that are already described in our code of conduct.

Furthermore, our operation is based on respect and that is why we seek to attract and retain talent and, above all, improve the level of plurality, as we understand that it is essential to unite people from different cultures, ethnicities and genders, adding a value that is only conferred with this merger.

Aligned with the UN Sustainable Development Goals, RUMO has 10 commitments to promote sustainability:

- 1 Ensure the safety of teams, processes and operations;
- 2 Promote and encourage energy efficiency, seeking to mitigate the impacts of climate change;
- **3** Promote gender diversity in selection processes and succession maps, in addition to continually developing people;
- 4 Spread ethical values among everyone on the team and in the value chain;
- 5 Search for forms of financing linked to sustainability criteria (Green/Social/Transition/ESG-related);
- **6** Contribute to the sustainable development of Brazil, protecting natural resources, with attitudes that seek business continuity and generating a positive impact on the communities surrounding the operations;
- **7** Promote transparency in relation to business management and in alignment with sustainability aspects;
- 8 Encourage innovation in the business and stakeholders;
- **9** Encourage the Supplier chain to promote Sustainability; 10 Promote sustainability actions together with customers.

RUMO advises all partner Suppliers to take on leading roles and create a better world together, with respect for the individuality, dignity, privacy, fundamental rights and freedom of Our People, so that we can have a work environment free from any type of discrimination, prejudice, violence and harassment, moral or sexual.

We also encourage you to carry out the evaluation and monitoring of your Supplier chain, with a focus on sustainable operations.

Further information is contained in RUMO's Sustainability Policy and Report

Sustainability Annual, available on the website http://www.rumolog.com/ | Sustainability tab.

## 33.2. COMPLIANCE WITH LAWS

Our suppliers must fully comply with all legislation and regulations contained in the locations where they are located while fulfilling contractual obligations.

## 33.3. HIRING LABOR AND EMPLOYEES

Suppliers must strictly comply with labor laws, rules and regulations, including, but not limited to, those related to salary, working hours, physical and psychological safety.

Suppliers are prohibited from employing child labor, directly or indirectly, and they must not use, directly or indirectly, labor in working conditions analogous to slavery.

#### 33.4. ANTI-CORRUPTION

Suppliers must conduct their activities, mainly within the scope of the contract with RUMO, in order to avoid any situations and practices of bribery, corruption or illegal acts. Therefore, RUMO recommends that its suppliers should not tolerate, allow or be linked to corrupt practices involving or not public agents or people related to them.

#### 33.5. GIFTS E PRESENTS

RUMO advises that gifts, presents and hospitality be offered to our employees, as long as they strictly follow our Policy on the topic.

### 33.6. FAIR COMPETITION

Our suppliers must compete in the market and for business with RUMO, always fairly, without using shady incentives or improper or illegal advantages, always acting with transparency and integrity.