



Code of Compliance for Suppliers, Service Providers and Subcontractors

Rangel Group

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1. General Provisions

1.1. Approval

The Code of Compliance for Suppliers, Service Providers and Subcontractors here presented was approved by the Board of Administration of the Rangel Group being henceforth deemed the Code of Compliance for the Suppliers, Service Providers and Subcontracted Parties of our Group.

1.2. Goals

The Code of Compliance aims at:

- a) Disclosing the principles by which the Suppliers, Service Providers and Subcontractors of the Rangel Group should govern their actions;
- b) Promoting a behaviour in terms of ethics and social accountability in line with the values of the Rangel Group by its Suppliers, Service Providers and Subcontractors;
- c) Promoting respect and compliance with all applicable legislation and regulations by the Suppliers, Service Providers and Subcontractors, encompassing the entire production chain as much as possible.

1.3. Scope

The Code of Compliance applies to all Service Providers, Suppliers and Subcontractors to whom this Code is transmitted and who adhere to it.

This Code of Compliance establishes the basic conduct principles that must be observed by the entities operating with the Group.

It is expected that all Suppliers, Service Providers and Subcontractors effectively adhere to the set of principles and rules that comprise this Code.

1.4. Monitoring of Code enforcement

The monitoring of Code enforcement is under the responsibility of the Compliance Department of Rangel Invest, as operational holding of the Rangel Group.

The contacts of the Compliance Department and of the Compliance Officer of the Rangel Group shall be communicated to all Service Providers, Suppliers and Subcontractors and can be consulted at www.rangel.com.

Any questions regarding the interpretation or enforcement of this Code shall be addressed to the Compliance Department of the Rangel Group.

2. Principles of Conduct

2.1. Ethics and Integrity

The Suppliers, Service Providers and Subcontractors of the Rangel group shall run their businesses with integrity and in an ethically responsible manner.

2.2. Anti-corruption

The Suppliers, Service Providers and Subcontractors of the Rangel Group shall have a position against corruption, in terms of abuse of power related to private gains, encompassing not only financial gains but also other non-financial benefits. They must ensure that they do not offer, promise, provide or request any bribery or undue benefits, in a direct or indirect manner, and that they reject any bribery and extortion requests. As such, they shall develop and maintain internal controls or other appropriate measures to prevent and detect any situations of bribery, promoting the transparency of their activities in the fight against corruption.

2.3. Financial Accountability

The Suppliers, Service Providers and Subcontractors of the Rangel Group must ensure that all commercial transactions are carried out in a transparent manner and are duly reflected in the financial reports and the reports of the relevant companies.

2.4. Competition

The Suppliers, Service Providers and Subcontractors of the Rangel Group must ensure compliance with the market rules promoting a loyal competition and avoiding any commercial practice that may prevent, distort or restrict, in a sensible manner, the competition. They must ensure enforcement of this Code of Compliance thus avoiding the costs associated with the violations of the competition right arising from an anti-competition behaviour and promoting a free and fair competition, coherently complying with the law in terms of anti-trust policies.

2.5. Employees

The Suppliers, Service Providers and Subcontractors of the Rangel Group must provide to their employees the proper means for upgrading and updating their knowledge, assess their performance and their quality, based on the evidenced merit and on the results of their jobs. They must ensure compliance with all applicable labour standards, promote team spirit and sharing of common goals, as well as respect and promote a proper balance between personal and professional life.

2.5.1. Work Schedule

The Suppliers, Service Providers and Subcontractors of the Rangel Group must make all efforts so that the work schedule does not exceed the maximum limit defined by the local applicable legislation, the Collective Work Agreement and the contract definitions, not exceeding 48 hours/week in general and 60 hours/week in exceptional cases. The standards and limits considered for the number of uninterrupted working days imposed by the law must be complied with. The Suppliers, Service Providers and Subcontractors of the Rangel Group must undertake to comply and support human rights regarding the work schedule of their employees.

2.5.2. Salaries and Benefits

The Suppliers, Service Providers and Subcontractors of the Rangel Group acknowledge that the compensation paid to the employees must comply, at least, with all applicable legal provisions, including those related to minimum wage, overtime, as well as all legally mandatory benefits;

furthermore, the employees must be compensated for any overtime carried out according to the legally applicable rates.

2.5.3. Child Labour and Young Employees

The Suppliers, Service Providers and Subcontractors of the Rangel Group shall not accept child labour; the minimum age for establishing a work contract cannot be below the age for minimum compulsory schooling.

The Suppliers, Service Providers and Subcontractors of the Rangel Group must ensure that the young employees have working conditions that are adapted to their age and are protected against economic exploitation and all other activities susceptible of harming their safety, health or physical, mental, moral or social development; likewise, their labour obligations cannot interfere with their school attendance and the total daily work schedule plus school cannot exceed 10 hours.

2.5.4. Privacy

The Suppliers, Service Providers and Subcontractors of the Rangel Group must respect the right to privacy and family life, to residence and communications of all persons, particularly of their employees.

2.5.5. Equal treatment and non-discrimination

The Suppliers, Service Providers and Subcontractors of the Rangel Group and their employees cannot apply any type of discrimination particularly based on race, gender, age, physical disability, sexual orientation, political opinion or religious beliefs.

The Suppliers, Service Providers and Subcontractors of the Rangel Group must be absolutely intolerant to any situations of harassment, either of a sexual nature or not; harassment shall be understood as any undesired behaviour, particularly caused by a discriminating factor, exercised when applying for a job or on the job itself, at work or professional training, with the purpose or the effect of upsetting or embarrass the person, affect his/her dignity or create an intimidating, hostile, degrading, humiliating or disturbing environment. It is also deemed harassment any undesirable behaviour of a sexual nature, either verbal, non-verbal or physical, with the purpose or the effect of creating an intimidating, hostile, degrading, humiliating or disturbing environment.

2.5.6. Health and Safety

The Suppliers, Service Providers and Subcontractors of the Rangel Group must anticipate, acknowledge, assess and control the risks at the workplace, or arising from it, that may in any way harm the health or well-being of their employees.

2.6. Environment and Social Accountability

The Suppliers, Service Providers and Subcontractors of the Rangel Group, must, to the extent possible, adopt and promote the adoption of best environmental practices by being socially accountable before the Community in which they operate. They must undertake to reject any type of forced labour, either in the form of slavery, human trafficking, servitude for debts or any other type. They must promote the respect for human rights, for labour, freedom of association and collective negotiation of their employees, as well as resort to, in case of conflict of interests, collective actions for defending their rights, including strike.

The Suppliers, Service Providers and Subcontractors of the Rangel Group shall govern their actions according to the strict principles of legality, veracity, objectivity, opportunity and transparency in all information provided to the public and in all advertising carried out.

The Suppliers, Service Providers and Subcontractors of the Rangel Group must observe and follow the Quality and Environmental Policy of the Rangel Group.

2.7. Intellectual Property

The Suppliers, Service Providers and Subcontractors of the Rangel Group, as well as their employees, shall observe the intellectual property rights and relevant rights of use of the Rangel Group regarding projects, programs and computer systems; equipment, manuals, videos, DVDs and similar technologies, as well as all works created and developed by the Group, either by an employee or by his/her colleagues or a third party.

2.8. Conflicts of Interest

The Suppliers, Service Providers and Subcontractors of the Rangel Group, in their actions and in those of their employees, shall respect and observe the rules related to conflict of interests as established in item 3.5 of the Code of Conduct of the Rangel Group (available at www.rangel.com).

2.9. Information and Confidentiality

Notwithstanding the relevant contracts with the Rangel Group, the Suppliers, Service Providers and Subcontractors cannot disclose nor use the information related to facts or elements concerning the life of the Group and its relations with its clients if such information results exclusively from their jobs or their service provision. This duty of professional secrecy does not end with the termination of the job or of the services.

2.10. Counterfeiting

The Suppliers, Service Providers and Subcontractors shall make all efforts to reduce the risk of introducing counterfeit and/or deviated parts, as well as materials in final products by developing, implementing and maintaining the proper methods and processes for that purpose. These must always comply with the national, European and other places legislation, when applicable.

3. Disclosure of the Code of Compliance

This Code of Compliance shall be properly disclosed.

At the time of contract execution, each Supplier, Service Provider or Subcontractor shall be informed of this Code of Compliance, as well as of its availability online.