

CODE  
OF CONDUCT

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SUPPLIER



natura  
bem estar bem

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# Introduction

**In 2014 we released our Supplier Code of Conduct to clarify the guidelines that drive our business relationships.**

The document covers all important topics for Natura. We ask you to consider the topics applicable to your nature of occupation.

Now, in 2017, we are updating the contents of this Code, complementing some topics that reinforce our ethics and transparency.

We highlight chapters / topics that, with the help of several corporate areas, have been complemented: Prejudice, discrimination and harassment; Presents, gifts and other offerings; Hiring former employees and former outsourced parties; Fraud, bribery and Corruption; and Health, Safety and Environment.

We emphasize that this material must be present in your daily life, which is why it is important that you know, experience, and disseminate the Supplier Code of Conduct.

Whenever necessary, check the updated material on Ouvidoria Natura website:

**[www.ouvidorianatura.com.br](http://www.ouvidorianatura.com.br)**

**Enjoy your read!**

# Supplier *Commitments*

# BLOCK I

## *Social*

WE HAVE DEEP RESPECT FOR OUR ENTIRE NETWORK OF EMPLOYEES AND OTHER PROFESSIONALS WHO WORK ALONGSIDE US TO PROMOTE OUR BUSINESS. FOR SHARING OUR BELIEFS AND WORLDVIEW, WE EXPECT OUR SUPPLIERS TO ADOPT THE BEST PRACTICES IN THE COURSE OF THEIR RELATIONSHIPS WITH EMPLOYEES AND PARTNERS, WITH PROPER COMPLIANCE WITH WHAT IS ESTABLISHED BY LABOR LAWS.

## 1.1 Child labor

**ANY WORK PERFORMED BY CHILDREN YOUNGER THAN THE ESTABLISHED BY THE COUNTRY LEGISLATION IS CONSIDERED CHILD LABOR. HIRING AND EXPLOITING CHILD LABOR IS PROHIBITED. ONLY FOR VOCATIONAL EDUCATION PURPOSES CAN CHILDREN AND ADOLESCENTS BE INVOLVED WITH THE WORK, PROVIDED THAT THIS DOES NOT COMPROMISE THE POSSIBILITY OF RECEIVING EDUCATION UNTIL THE AGE OF MAJORITY.**

Obs.: for suppliers of sociobiodiversity chains, we consider the specific material related to the topic and made available to our partners.

## 1.2 Forced labor

**THE CHOICE OF EMPLOYMENT IS FREE. ALL WORK OR SERVICE REQUIRED OF A PERSON IN A NON-VOLUNTARY MANNER, UNDER THREAT OF ANY PENALTIES, IS UNDERSTOOD AS FORCED OR COMPULSORY.**

Natura repudiates the use of forced or compulsory labor in all its forms. Employees must have the right to leave the workplace after working hours and may not have their identity documents retained by their employers.

## 1.3 Wages

**WAGES AND BENEFITS MUST CONFORM TO THE STANDARDS ESTABLISHED BY THE COUNTRY OR CATEGORY. OUR SUPPLIERS MUST RESPECT THE COLLECTIVE AGREEMENTS AND APPLICABLE LEGISLATION FOR THE PRESERVATION OF WAGES.**

All payment conditions must be clarified before starting in the position. Overtime must be voluntary and used responsibly.

## 1.4 Freedom of Association and Collective Negotiations

**IT IS ALLOWED TO CONSTITUTE UNIONS AND FOR EMPLOYEES TO PARTICIPATE IN NEGOTIATIONS WITHOUT DISTINCTION.**

Collective negotiations must be made possible to employers and employees to set working and employment conditions or regulate work relations. The company must allow employees to choose their own representatives and ensure that these are not subject to discrimination, harassment, intimidation or retaliation for being members of the union or organization.

## 1.5 Prejudice, discrimination and harassment

We value diversity and reject each and every form of prejudice, discrimination and harassment \*. We are committed to investigating and addressing any situations of humiliation, intimidation, ridicule, hostility and embarrassment in our work dynamics, in the relations with Natura, whether related to color, race, gender, sexual orientation, language, religion, political or other views, nationality, social background or any other.

We do not tolerate abusive, intrusive or offensive conduct in the work dynamics. You must report any situation of prejudice, discrimination, abusive conduct or harassment\* to our Ombudsman. The complaints will be investigated and the names of complainants will be kept confidential.

**Moral harassment:** is constituted when a worker is exposed to humiliating and embarrassing situations in a repetitive and prolonged manner when executing his/her duties, which ultimately destabilizes the victim's relationship with the work environment and the organization.

**Sexual harassment:** Sexual harassment is characterized by a threat, insinuation of threat, or hostility against the harassed person to achieve a certain purpose. The harasser's conduct consists of acts, innuendoes, forced physical contacts, impertinent invitations conditioned to the job and career promotions of the person harassed, offer of various types of growth, and threats for the harassed to give in for fear of reporting the abuse, impairing the professional performance, humiliating, or intimidating the victim.

# BLOCK II

## *Environmental*

WE ARE A COMPANY COMMITTED TO SUSTAINABILITY. THROUGHOUT OUR HISTORY, WE HAVE DEDICATED OURSELVES TO DISCOVERING AND ADOPTING PRODUCTION MODELS THAT INTEGRATE SOCIAL AND ECONOMIC DEVELOPMENT AND ENVIRONMENTAL PROTECTION. WE EXPECT OUR SUPPLIERS TO CONTRIBUTE TO THIS EFFORT AND ASSIST IN BUILDING INCREASINGLY SUSTAINABLE SOLUTIONS.



## *1.6 Adoption of sustainable practices*

**We encourage our suppliers to adopt practices that contribute to reducing the environmental impact of their operations.**

Our suppliers must develop their activities with the best social and environmental practices applicable to the service, and must implement initiatives aimed at conserving water and reducing consumption of natural resources, energy, waste disposal and air emissions.

## *1.7 Compliance with Environmental Legislation*

**The actions of our suppliers must comply with the country current environmental legislation and with international rules and agreements applicable to their reality and their country, Taking into account the entire production chain and storage, handling and disposal processes.**

# BLOCK III

## *Relationship*

WE SEEK TO ESTABLISH TRANSPARENT TIES AND ENCOURAGE THE GOOD RELATIONSHIPS BETWEEN OUR EMPLOYEES AND SUPPLIERS BECAUSE WE VALUE LEARNING TOGETHER. BUT WE ALSO BELIEVE IT NECESSARY TO SET RULES THAT PRESERVE OUR CORPORATE IMAGE AND PREVENT PROFESSIONALS' IMPROPER PERSONAL FAVORITISM.

## 1.8 Gifts, presents and other offerings

**We know the exchange of gifts and presents is common in the business world. However, we believe that this practice must be conducted carefully, so as not to influence or appear to influence business decisions or create undue advantage.**

\_ Natura employees may accept presents, gifts and other offerings (such as meals during the working period) offered by Natura's suppliers and partners, of a symbolic character, provided that the value of the item does not exceed US\$ 120\*. More expensive items must be refused. If already received, these must be returned.

\_ Natura employees may accept invitations to cultural and sporting events, after their manager's approval, whenever these have been offered to Natura as an institutional character, without an exclusive recipient, as in cases of marketing actions between companies, provided that the value of the item does not exceed US\$ 120 \*.

\_ Natura employees may accept invitations to trainings or seminars, without price restrictions, after the manager's approval, in which case travel and accommodation expenses must be the responsibility of Natura or the employee.

\_ Natura employees may not request gifts, sponsorships, discounts, gratuities or any other personal benefit to Natura's suppliers or partners, nor put them in a position where they feel obliged to offer them, regardless of value.

\_ Natura employees may not accept presents or gifts from prospective suppliers during a competitive process, regardless of value.

\_ Natura employees may not receive a benefit offered by suppliers in the exercise of their functions when it carries the character of personal advantage. Discounts on services or any kind of offerings must be reverted to Natura, and not incorporated by employees.

\_ Natura employees with decision making power in the Procurement process must not accept nor offer any gifts, presents, or other offerings, except for institutional gifts with the supplier's logo, such as organizers or pens (Supplies, GTI, DF, DE, Marketing, and not limited to these departments).

**\*US\$120= perceived value, not cost.**

## 1.9 Kinship and Romantic Relationships

We respect the emotional and kinship bonds that connect our employees and suppliers. However, we understand that some limits need to be established to avoid conflict of interests. Our suppliers may be referred by a Natura employee with whom they have a family relationship of any degree, provided that the employee does not act/influence on hiring or managing the supplier, that he/she formalizes the situation with his/her manager and states it in the Terms of Adherence and Commitment of the Natura Code of Conduct.

*\*we consider as kin: children, grandchildren and great-grandchildren; spouses/partners and in-laws; parents, siblings, nephews and nieces and great-nephews and great-nieces; grandparents, aunts and uncles, cousins, second cousin, children of cousins; great-grandparents, great-aunts and great-uncles and cousins of the parents (base reference = Brazilian Civil Code).*

## 1.10 Travels and Accommodations

Natura employees may accept subsidized trips to attend lectures, conferences and other events only when invited as a speaker or instructor, provided that their participation is approved by their manager, and the invitation is not tied to any favoritism in the business relationship with the company. If the employee is not speaker or instructor, travel and accommodation expenses must be the responsibility of Natura or the employee.

Natura employees may not accept payment or discount on tickets or accommodation when the benefit takes the form of a present and can be interpreted as personal favoritism, gratuity or attempt to influence decision-making.

## 1.11 Hiring former outsourced parties or Natura employees

**Any type of negotiation to hire a professional or supplier who has kept previous business relations with Natura must occur through a dialogue based on trust and transparency.**

\_Natura may hire an employee who is part of a supplier's staff, provided that his/her hiring is aligned with the partner, with the correct verification of the details of the contract established with each provider.

\_ When subjected to a selection process, the former outsourced party may not hide his/her previous ties to the company.

\_Former employees and service providers (who worked for suppliers, service providers, or intermediary agents stationed at Natura) may be hired in compliance with procurement rules and contractual conditions and the time of undoing ties with Natura.

\_Our suppliers must be hired in compliance with current labor legislation and the standards and agreements applicable to your reality and country.

\*For Brazil, Law no. 13467/2017 must be observed.

\_ Moreover, former employees may not perform, as Natura service providers, the same activities from when they were Natura employees.

## 1.12 Position before the media

**When called for interviews or public presentations because of ties with Natura, the supplier speaks for the company.**

To ensure the consistency of our speech and confidentiality of strategic information, we established that our suppliers may not speak directly to journalists, or communications or government professionals about Natura without the authorization and monitoring of our Corporate Affairs Board.

## 1.13 Fraud, bribery and corruption

**WE DO NOT TOLERATE UNLAWFUL PRACTICES FROM OUR EMPLOYEES OR SUPPLIERS WHEN CONDUCTING BUSINESSES. THE SUPPLIER MUST NEVER OFFER OR PROMISE, DIRECTLY OR THROUGH INTERMEDIARIES, IMPROPER PERSONAL BENEFITS IN ORDER TO WIN OR RETAIN BUSINESS OR OTHER BENEFITS FROM THIRD PARTIES, WHETHER IN THE PUBLIC OR PRIVATE SECTOR.**

Our suppliers, intermediary agents, and service providers are committed to fighting corruption in all its forms, including extortion, bribery, and facilitated payment, in any aspect of their business with Natura or other institutions and throughout their production/service chain.

Any unlawful conduct is unacceptable, and subject to applicable legal measures and, if proven, will reflect on contractual termination.

Also not allowed:

- Offering benefits, stipend or payments in any kind to Natura employees or public or private agents\* in order to obtain undue advantage;
- Forging documents, brands or products;
- Involvement in unlawful activities or conducts such as tax evasion or concealment, smuggling, bribery, transnational bribery, among others.

**You must report practices of fraud, bribery, corruption\* or any other unlawful activities of which you become aware to our Ombudsman. The complaints will be investigated and the names of complainants will be kept confidential.**

**\*Fraud:** any act performed to unlawfully obtain gains to the detriment of another person, including forgery of documents, alteration of accounting data, among other practices.

**Bribery:** Bribery is the practice of promising, offering, or paying a public authority, official, civil servant, or private professional any amount of money or any other favors (for example: alcoholic beverages, jewelry, properties, hotel and flight expenses for vacations, etc.) so that the person in question fails to behave ethically in their professional duties. It is considered a crime in most legal frameworks around the world.

practice of leading someone else, whether a government agent, public official or professional from the private sector, to commit an illegal act upon the payment of money or the provision of other benefits, such as gifts.

**Corruption:** social relationship (of a personal, extramarket, and illegal character) that is established between two agents or two groups of agents (corrupted and corrupting) whose purpose is the transfer of income within society or of the public fund to accomplish purely private purposes. Such relationship involves the exchange of favors between groups of agents and, generally, the remuneration of the corrupted occurs with the use of bribes or any payment, such as a prize or reward.

**Active Corruption:** undue offer or promise to a public official to induce him/her to practice, omit or delay an official act.

**Passive Corruption:** characterized by soliciting or receiving, for oneself or others, directly or indirectly, even if outside the role or before assuming it, but because of it, of any undue advantage, or accepting the promise of such an advantage.

In Brazil, fraud is a crime with specific provisions in Art. 171 of the Penal Code, active corruption in Art. 333 of the Penal Code, and passive corruption in Art. 317 of the Penal Code.

**Facilitating Payment or Facilitated Payment:** may constitute a bribe and is usually done with the intention of speeding up an administrative or competitive process in which one is participating. Payment is made directly or indirectly to a public or government official aiming at concluding an action or expediting the process for one's own benefit or that of third parties.

**Public Officials:** these are, in addition to civil servants, all who exercise, even though temporarily or without pay, by election, appointment, designation, hiring or any other form of investiture or tie, a mandate, position, job or role in the entities of the direct, indirect or foundational administration of any of the Powers of the Union, states, the Federal District, municipalities, companies incorporated to public property or entities for whose creation or costing the exchequer has competed or competes with more than 50% of its equity or annual revenues.

# BLOCK IV

## *Operational*

WE WISH OUR SUPPLIERS TO SHARE OUR PURSUIT OF EXCELLENCE IN THE IMPLEMENTATION OF PRODUCTS AND SERVICES. WE ARE CONVINCED THAT THE ADOPTION OF CONTROL MECHANISMS AND THE COMMITMENT TO THE CORRECT FUNCTIONING OF THE ENTIRE PRODUCTION CHAIN ENSURE A MUCH MORE SATISFACTORY END RESULT TO OUR COMPANY AND OUR PARTNERS.



## 1.14 Quality

**Our suppliers must maintain a management system that ensures the high quality level of their deliveries. All products and services provided must be in accordance with applicable legislation and within the specifications or requirements agreed between suppliers and Natura.**

Our suppliers must define procedures and regular trainings to ensure the quality of services and products and implement best practice programs throughout their process of production/provision of services, identifying and correcting activities outside of the quality standards, requested by Natura.

## 1.15 Occupational Safety and Health

**Our suppliers must promote and preserve a healthy and safe work environment, compliant with safety standards and specifications, and adopting occupational health and accident prevention practices with their employees, service providers, and contractors. The company must ensure the preservation of its facilities and provide the correct collective and individual protection equipment, when applicable.**

It must establish a management system that evaluates occupational hazards and risks, as well as foresee the application of regular training and development of procedures for the health and safety of its employees. In case of accidents, the company must provide first aid and assist the worker in their medical care. The leadership must be engaged and committed to health and safety to create an environment where everyone always cares for everyone by identifying and correcting risk situations and activities performed outside safety standards.

## *1.16 Subcontracting*

**The subcontracting of manufacture or service by the supplier, without the consent of Natura, is not allowed. The approval of the subcontracting is subject to adherence to the requirements described in this Code.**

Products will be manufactured by the contracted supplier, at their facilities, using specialized technical personnel, services and materials, in accordance with the specifications and quantities required by Natura, as well as legal requirements.

## *1.17 Preservation and proper use of assets and resources*

**Our suppliers must commit to train and monitor their employees on the proper use of company assets and resources, whether material or intellectual, or furniture, equipment or infrastructure, including the proper handling of Natura assets or equipment that may be on loan at the supplier. We expect our suppliers to avoid unnecessary waste and expense of assets and resources, respecting the sustainability principles that drive our business.**

Products, packagings or graphic material containing the Natura logo must be intended exclusively for sale to the contracting party. Any cases of materials or products unfit for sale must be duly uncharacterized and discarded according to current legislation.

## *1.18 Compliance with policies, rules and procedures*

**Suppliers must respect policies, procedures and legislation relative to their main activity. This includes respect for health, safety, environment, human rights, local labor including fiscal and tax laws, but not limited to those items.**

Natura may, at any time, request evidence of proper compliance with requirements.

# BLOCK V

## *Use of information*

WE KNOW THAT DIALOGUE AND THE EXCHANGE OF INFORMATION ARE FUNDAMENTAL TO THE EVOLUTION OF OUR BUSINESS. HOWEVER, WE ALSO UNDERSTAND THE NEED TO PREVENT LEAKAGE OF STRATEGIC OR SENSITIVE DATA THAT MAY HARM OUR RELATIONS WITH PARTNERS OR FUTURE INVESTMENTS.

## 1.19 Confidential and privileged information

**Confidential information is a competitive advantage and is part of the company's intellectual property. It must be securely stored and may never be shared with other interested parties, investors, business partners or competitors.**

Our suppliers must not use information classified as confidential or restricted for their own benefit or that of third parties, and it is prohibited to use them for external use or to suggest investments to family, friends or anyone interested or to obtain advantages in the stock market, such as buying, selling, exchanging or trading Natura stocks based on information that is not public knowledge, as prescribed by country Legislation.

## 1.20 Information Security

**All files and data related to the occupation that were created, received or stored on Natura systems, whether email or network, are the property of Natura and represent commercial and legal assets of the company.**

Resident outsourced parties may not install "pirate" or free software (considered "freeware"\*) on computers approved by Natura. The purchase and installation of new programs must be approved by the Digital Technology department and the product must be accompanied by a legally purchased license.

Supplier credentials, whether login, password, or name tag, may not be shared between their respective employees or parties external to the provision of services. These data are personal and non-transferable and their custody, confidentiality, and maintenance are the responsibility of company hired or service provider.

## 1.21 Use of electronic media

Internet and telephone access, as well as the use of emails, software, hardware, equipment and other property of Natura must be directed to the exercise of professional activity.

Natura is responsible for the acts of its employees, suppliers and trim, at its discretion, use and monitor any information transmitted or resident in the media. This rule covers written or stored in the electronic system and any associated media (such as pen drives, external disks, virtual storage and CD / DVD, etc.) information. Thus, corporate e-mail and any equipment of the property of Natura (desktop or laptop computers, etc.), connected to the Natura network may be monitored. Users should generally not expect privacy when using these corporate systems and resources.

General users must not expect privacy in using these corporate systems and resources.

Natura's electronic media may not be used for games, chain letters, or to exchange or store content that is obscene, pornographic, violent, discriminatory, racist, defamatory or that disrespects any individual or entity, that is contrary to Natura policies, the Civil Code or country Legislation. If you identify any misuse of our electronic media, contact the Ombudsman.

## 1.22 Intellectual Property

**The Natura Supplier commits to:**

- respect intellectual property rights, especially the rights to patents, industrial designs, trademarks and copyrights, of Natura and/or third parties.
- adopt the necessary measures to ensure the supply of goods and/or services to Natura do not involve infringement of intellectual property rights of others.
- not perform advertising or marketing involving the supply of goods and/or services to NATURA, as well as not using the business name, applied or registered trademarks, domain names or any other distinctive signs of Natura ownership, without obtaining express written permission for such.

# CONDUCT MANAGEMENT

## Conduct Management aims to:

- Ensure understanding of Natura's conduct guidelines;
- Ensure proper handling of conflicts and misconduct;
- Promote the broad dissemination of the document to all employees and resident outsourced parties and
- Answer questions concerning the Code of Conduct.

Whenever cases of non-compliance with this Code are identified, they must be reported to the Ombudsman to be handled appropriately. The consequences applied to misconduct may range from continuous improvement actions, contract termination to appropriate legal action. Natura reserves the right at any time to verify whether suppliers are complying with the provisions of this code.

**The assessment and decision on each case is the responsibility of the Ethics Committee, from the analysis and findings submitted by the Ombudsman, which ensures the confidentiality and preservation of identity of the complainant; retaliations of any kind are not admitted.**

**Exceptions or situations and issues not covered in this material must be referred to the Ombudsman, and will be analyzed and resolved by the Ethics Committee. The Code of Conduct will be reviewed annually, and it is the responsibility of the Ombudsman to forward suggestions for improvement.**

# DIALOGUE

## *channels*

WE KEEP PERMANENTLY OPEN COMMUNICATION CHANNELS, AS WE BELIEVE THESE ARE WAYS TO IMPROVE OUR PROCESSES AND RELATIONSHIPS. NATURA MANAGERS WITH WHOM YOU KEEP IN TOUCH, SUPPLIER RELATIONS (SUPPLIES) AND THE OMBUDSMAN ARE ITS MAIN INTERLOCUTORS AND MUST BE CONTACTED TO HELP YOU FIND ANSWERS TO SITUATIONS RELATED TO CONDUCT IN OUR RELATIONS.



You can rely on the Ouvidoria, a channel to register and investigate cases of non-compliance with the Code of Conduct.

The Ombudsman ensures security, confidentiality and preservation of the identity of the complainant. Every received report is treated with confidentiality, and retaliations of any kind are not admitted. You do not need to identify yourself (anonymous complaint). In this case, we only ask that you inform the greatest number of facts about the case so it can be forwarded.

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*The important thing is not  
to omit yourself.  
If you have questions, ask!*

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## *Ouvidoria Channels:*

*Internet:* [www.ouvidorianatura.com.br](http://www.ouvidorianatura.com.br)

*Phone:* 0800-7761620

*Email:* [ouvidoriafornecedores@natura.net](mailto:ouvidoriafornecedores@natura.net)

# BLOCK VI

## *Ethics Committee*

**The Ethics Committee is formed by:**

- \_Vice-President of Finance, Legal and IR (Chairman)
- \_Vice President of Personnel and Culture
- \_Legal Director
- \_Ombudsman
- \_Employee representative
- \_CEO (in specific cases).

Its duties are to:

- \_Ensure compliance with the "Supplier Code of Conduct"
- \_Analyze and deliberate on misconducts and conflicts of an ethical nature in regards to established guidelines and answer questions about their content (and their interpretations);
- \_Stimulate the adjustment of practices, policies and procedures to the Supplier Code of Conduct
- \_Ensure the privacy and protection of topics and people involved in ethical issues
- \_Approve and ensure the relevance of the Supplier Code of Conduct, proposing the improvement of the document.

**The Ethics Committee meets quarterly  
and on demand.**

# BLOCK VII

*Terms of adherence  
and commitment*

**I declare that I am aware of the Supplier Code of Conduct and, after reading and understanding its contents, I agree to the rules contained in this document and assume the commitment to follow these guidelines in my relationship with Natura.**

I assume responsibility and commitment to report to the Ombudsman any behavior or situation that is contrary to the rules established in the Supplier Code of Conduct.

**I further declare that:**

\_At this time, I am unaware of any circumstances that might generate any conflicts with the rules contained in the Supplier Code of Conduct, or any situations that violate it, except those stated below in the appropriate field.

\_I shall be responsible for disseminating the rules of the Supplier Code of Conduct to my representatives, employees, suppliers and/or contractors who are directly or indirectly involved in the provision of services and/or supply for which they render services in favor of Natura, as well as for taking action in situations of non-compliance with the Code.

\_I shall strive to adapt my the processes of my company to the best practices recommended by this Code.

Finally, with regard to possible conflicts, I hereby inform the following:

i) Provision of services or supplies to companies in the public sector or public agencies:

(ii) Is the company or any of its legal representatives, administrators, consultants, etc. under investigation or responding for any legal action related to corruption, bribery, money laundering, etc.? If yes, please provide all relevant information about the investigation or proceeding.

iii) Further violations of the Code of Conduct:

Company name: \_\_\_\_\_  
a company duly constituted in accordance with the laws of \_\_\_\_\_  
[country], based in \_\_\_\_\_,  
herein duly represented by \_\_\_\_\_  
\_\_\_\_\_(legal representative) [name], \_\_\_\_\_  
[nationality], \_\_\_\_\_ [profession],  
bearer of identification number \_\_\_\_\_.

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

**BLOCK VIII**  
*Glossary*

**Child:** person under the age of 12 years, and adolescent when between 12 and 18 years old.

**Apprentice:** youth between 14 and 24 years of age, enrolled in professional learning course and admitted by establishments of any nature that have employees covered by country Legislation.

**\*we consider as kin:** children, grandchildren and great-grandchildren; spouses/partners and in-laws; parents, siblings, nephews and nieces and great-nephews and great-nieces; grandparents, aunts and uncles, cousins, second cousin, children of cousins; great-grandparents, great-aunts and great-uncles and cousins of the parents (base reference = Brazilian Civil Code).

**\*Moral harassment:** is constituted when a worker is exposed to humiliating and embarrassing situations in a repetitive and prolonged manner when executing his/her duties, which ultimately destabilizes the victim's relationship with the work environment and the organization.

**Sexual harassment:** Sexual harassment is characterized by a threat, insinuation of threat, or hostility against the harassed person to achieve a certain purpose. The harasser's conduct consists of acts, innuendoes, forced physical contacts, impertinent invitations conditioned to the job and career promotions of the person harassed, offer of various types of growth, and threats for the harassed to give in for fear of reporting the abuse, impairing the professional performance, humiliating, or intimidating the victim.

**Fraud:** any act performed to unlawfully obtain gains to the detriment of another person, including forgery of documents, alteration of accounting data, among other practices.

**Bribery:** Bribery is the practice of promising, offering, or paying a public authority, official, civil servant, or private professional any amount of money or any other favors (for example: alcoholic beverages, jewelry, properties, hotel and flight expenses for vacations, etc.) so that the person in question fails to behave ethically in their professional duties. It is considered a crime in most legal frameworks around the world.

**Corruption:** social relationship (of a personal, extramarket, and illegal character) that is established between two agents or two groups of agents (corrupted and corrupting) whose purpose is the transfer of income within society or of the public fund to accomplish purely private purposes. Such relationship involves the exchange of favors between groups of agents and, generally, the remuneration of the corrupted occurs with the use of bribes or any payment, such as a prize or reward.

**Active Corruption:** undue offer or promise to a public official to induce him/her to practice, omit or delay an official act.

**Passive Corruption:** characterized by soliciting or receiving, for oneself or others, directly or indirectly, even if outside the role or before assuming it, but because of it, of any undue advantage, or accepting the promise of such an advantage.

In Brazil, fraud is a crime with specific provisions in Art. 171 of the Penal Code, active corruption in Art. 333 of the Penal Code, and passive corruption in Art. 317 of the Penal Code.

**Facilitating Payment or Facilitated Payment:** may constitute a bribe and is usually done with the intention of speeding up an administrative or competitive process in which one is participating. Payment is made directly or indirectly to a public or government official aiming at concluding an action or expediting the process for one's own benefit or that of third parties.

**Public Officials:** these are, in addition to civil servants, all who exercise, even though temporarily or without pay, by election, appointment, designation, hiring or any other form of investiture or tie, a mandate, position, job or role in the entities of the direct, indirect or foundational administration of any of the Powers of the Union, states, the Federal District, municipalities, companies incorporated to public property or entities for whose creation or costing the exchequer has competed or competes with more than 50% of its equity or annual revenues.