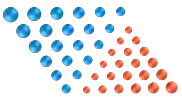
Code of Conduct

2018



FBM FARMA

INOVAÇÃO EM SAÚDE

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PRESENTATION

This is the 2018 edition of FBMFARMA'S Code of Conduct. The purpose of the current material is to highlight the values that must orientate the decisions and the behavior of professionals performing activities for FBMFARMA.
This is not simply a set of "do-don't" rules, but serves to highlight how the ethical standards established by FBMFARMA apply to the most frequent issues in each topic. It means that:

1) Its purpose is not to create new bureaucratic constraints and formalities, but to reinforce FBMFARMA'S culture and values;
2) The main ethical value is to ensure compliance with the official regulations (which include laws and norms in general), even if "nobody is watching";
3) The duties of honesty and care when performing professional activities shall not be limited to the literal content of the current document.

With the purpose of reinforcing such principles, the 2018 version of the current document (called "FBMFARMA'S Code of Conduct") includes the following innovations:

1) A more objective and direct content, in order to make it more accessible and simple;
2) To reassert FBMFARMA'S values, by updating and extending the topics;
3) Reorganization of the topics – those matters involving greater practical challenges have been grouped in the Code's opening section.

As in the previous versions, the current Code's content has been defined based on the idea that the medication and health product sector, in which FBMFARMA operates, has an especially relevant social impact.

THE PREMISES OF THE CURRENT CODE CONTINUE TO BE:

MISSION

To develop and manufacture products to promote public health, thus ensuring patients' wellbeing.

VISION

To be recognized as a manufacturer of products that promotes public health, with a qualified team, innovation and integrity.

VALUES:

Ethics
Valorization
Organization
Leadership
Union
Initiative
Respect

I. GENERAL GUIDELINES

1. The current document applies to all employees, consultants, sales representatives, service providers, third parties, or any person directly or indirectly acting on behalf of FBMFARMA in an official and lawful commercial relation.

2. Any and every legal or natural person acting as a partner must comply with the current norms and look after FBMFARMA'S identity and values, in addition to the official norms.

3. In any case, all parties must refuse benefits or advantages that may be offered as a reward for any breach of the requirements forecasted in the official regulations (Laws, Decrees, Ordinances, Resolutions, etc.).

4. No collaborator should involve, without previous authorization, FBMFARMA or any of its components with activities, issues or speeches of a political nature, at the local, regional or national levels, or related to personal preferences.

II. FIGHT AGAINST CORRUPTION

1. All parties must act honestly and according to law, striving for integrity and transparency when conducting business on behalf of FBMFARMA, before any and every public and private agent.

2. Nobody may justify his/her illegal or unlawful actions under the claim:
a) that the practice is or has been disseminated, whether in society at large, in the market, or in any instance;
b) that the achievement of sales goals requires heterodox practices (unusual; unauthorized; and possibly immoral ones);
c) that any economic, strategic or commercial benefit, or in order to defend FBMFARMA'S interests, are above the fulfillment of the applicable norms.

3. Is an illegal practice, expressly forbidden to any FBMFARMA collaborator, even if performed by a third party, any act harmful to national or foreign Public Administrations, against their property or against the norms they are subject to, such as, but without being limited to:
a. directly or indirectly promising any undue advantage to any public agent, or to a person of his/her acquaintance;
b. funding, paying for, sponsoring or in any way whatsoever subsidizing the practice of harmful acts;
c. thwarting or defrauding the competitive character of a public bid;
d. combining a result or strategy with other companies or with public agents, in regard to public bids;
e. defrauding a public bid or contract derived from the same;
f. requesting or agreeing with any alteration in a public contract, in breach of the law;

4. Nobody may offer or promise, to a public agent or to the manager responsible for public funds, any kind of favor, service, advantage, wage or any other remuneration in breach of the law and FBMFARMA'S internal norms, nor in any way subsidies transportation, accommodation or offer any particular favor that may point to: an exchange of favors, an undue advantage, or that may lead to any doubt about the probity or honorability of such relationship.

5. Even if not representing or speaking on behalf of FBMFARMA, nobody should make an illegal contribution to public agents or politicians, political candidates, political parties or any other such organization.

6. All parties must reject and repress the offer or request of any bribe, involving public or private players, whether directly to them or to their relatives, partners, collaborators and people close to them.

III. PRECAUTIONS REGARDING RELATIONSHIPS, SPONSORSHIPS, DONATIONS AND THE OFFER OF GIFTS IN GENERAL

III. PRECAUTIONS REGARDING RELATIONSHIPS, SPONSORSHIPS, DONATIONS AND THE OFFER OF GIFTS IN GENERAL

1. Any and every practice consistent with FBMFARMA'S values, which is loyal, honest and legal, will be accepted in order to build the company's image, disclose its brand, and promote the products and the development of its corporate purposes and, also its institutional activities.

2. Any and every initiative to provide the largest quantity of objective information as possible on medications, availability, innovations, among others, will be deemed valid and desirable, as well as the collection of information that enable reassessing logistic and distribution processes in general, in compliance with the official regulations.

3. The activities related to promotion, sponsorship and support in general should not serve to dissimulate dishonest or illegal purposes, and no measure should be adopted with the purpose of influencing decisions of a technical nature, and of health professionals, due to merely commercial interests.

4. Gifts, such as items useful to health professionals' activities, and distributed in an impersonal and generic manner, may be offered provided that:
a. they do not have a relevant commercial value or are distributed as a courtesy, as publicity, for usual disclosure purposes or during special events or special holidays, and indistinctly to all clients;
b. they have a reasonable and proportionally low value in relation to their context, in compliance with any eventual value established by the norms of conduct of the other party in the relationship; and
c. they are of a general character and, therefore, are not destined to exclusively award a certain authority.

5. The payment of tickets to events (music shows, theater plays, games, etc.), travels, stays, in Brazil or abroad, should not be offered to persons acting as public agents or private agents, in compliance with FBMFARMA'S remaining norms and except for the institutional support provided to guests so they may take part in technical events.

6. To collaborators, clients and suppliers a meal may be offered in a business situation, as a common practice all over the world, in

compliance with FBMFARMA'S regulations and values, and also in compliance with the other involved party's regulations and values – and the most restrictive ones shall prevail.

a) The meal should be a regular one according to the local standards (thus avoiding expensive and refined dishes and beverages), and should not include spouses and people invited by the guests.

b) It is forbidden to offer a meal to any public authority or public manager able to decide or influence decisions in a bidding or contracting process in favor of a company belonging to FBMFARMA.

7. The sponsorship mentioned in the current document includes the following concepts:

a) It is a communication action that is undertaken by acquiring the right to associate the sponsor's brand to a noble project implemented by a third party;
b) It is a way of fostering the technical and scientific development of the medical practice, in order to fulfill its social function and to improve the quality processes and standards held by the market and, consequently, by FBMFARMA itself.

8. According to the international standards, no company should promote events in a foreign territory and, consequently, FBMFARMA will not sponsor any participation of its professionals in any event promoted by a company located in a territory outside its promoter's hosting State.

9. FBMFARMA may make small contributions of an institutional nature and donations to citizenship and charity actions, or of a noble nature, in compliance with the legal rules, and also with transparency and in good faith.

10. The current rules shall also apply to the offers, gifts and benefits offered by third parties to FBMFARMA'S collaborators.

IV. PRECAUTIONS IN REGARD TO PUBLICITY MATERIALS

1. The company's publicity must empower consumers' freedom, and never stimulate an irrational use of medications.

2. Any and every disclosure material must comply with the highest ethical standards and comply with the official regulations, with special care for the right of third parties and the provision of clear and correct information; it will be a duty of the responsible person to get information on all the legal and ethical aspects related to the disclosure of medications and medical products, in addition to that contained in the current Code of Conduct.

3. Any and every material or contact that includes technical information directed to health professionals must be up to date (and dated) and reliable, and should never lead to incorrect interpretations, including as regards their origin, nature, composition, quality, characteristics, purpose or any other aspect of the product.

4. Any and every comparative advertising must comply with the highest ethical standards and the parameters established by the sector's entities/associations, and must always be based on objective technical data as regards the sources of such data. Such practice must be diligent, by avoiding that it is characterized as unfair competition or a breach of the rights of any third party, including any intellectual right (copyrights and industrial rights).

5. In any case, references to technical studies or information should only be made if their source is indicated, including a precise identification of the respective publication, which must be available to stakeholders for consultation.

6. Any and every material must comply with the legislation and be faithful to the characteristics registered at ANVISA (National Health Surveillance Agency), and they must be honest, clear, accurate, impartial and equitable.

7. It will be forbidden to advertise medications subject to a prescription directed to persons not qualified to dispensing medications.

8. Pharmaceutical products should not be advertised or commercialized before their sanitary registration.

9. The distribution of free samples of medications must be exclusively made to health professionals, and only at ambulatories, hospitals and medi odonthological offices, in co the official norms.

V. PRECAUTIONS REGARDING THE RELATIONSHIP WITH HEALTH PROFESSIONALS

1. Obtaining information on the rules established by FBMFARMA'S internal norms and policies, and by the sector entities' regulations and the official norms, will be a duty of the person responsible for a relationship with health professionals.

2. The person responsible for the relationship with health professionals must pay special attention to the ethical precepts contained in the current Code and the norms that regulate such activity, and must consider the following primary goals of his/her activity:

a. to inform health professionals on benefits and risks;

b. to promote the products, according to their officially approved use;

VI. CONSUMERS' INTEREST. PRECAUTIONS RELATED TO THE RELATIONSHIP WITH PATIENTS AND THEIR ASSOCIATIONS

1. The patient is the most important stakeholder in regard to FBMFARMA'S activities.

2. It will be a duty of all involved parties to promote the best practices, and especially to ensure the safety and quality of the provided goods and services, by informing the Compliance Department on any and every fact deemed relevant, such as:

a. damages to the products caused during transportation or storage;
b. any vice detected in the products due to production problems;
c. if there is any illegible information on the packages (either due to damage or improper printing);
d. any conduct in conflict with the good practices established by the quality control entities, regulatory agencies and technical standardization entities, among others.

3. Clients will have the right to be accurately and previously informed on deliveries and any possible disruption of supply, and on everything deemed relevant for their condition and for the purposes of clearing any doubt such patients might have.

4. Information of public interest and to consumers should only be conveyed after being formally evaluated and authorized by the competent entities, in order to preserve their quality, and above all their integrity.

5. In the case of a direct contact with the patient, through any form of interaction, the following will be forbidden:

a. indicating substitute or similar medications, even if involving discontinued or not for sale medications;
b. to provide services exclusively pertaining to health professionals;
c. to justify, deny or confirm a treatment prescribed by health professionals;
d. to disclose any medical data not mentioned in the package insert;

6. FBMFARMA does not defend nor accept any judicialization, due to the undue utilization of judicial remedies, as a positive policy for the public health sector in Brazil, and is committed to building structural solutions enabling the actual access of the population to adequate treatments prescribed by health professionals. In that sense, FBMFARMA forbids promoting or encouraging patients to file legal actions in order to have access to treatments and therapies;

7. A relationship with patients' associations and other similar organizations, if regularly constituted, will be accepted, for noble purposes, among which to provide support to projects aimed at technical qualification and awareness-building among the population at large on issues related to health, and the dissemination of adequate information on disease treatment, prevention and diagnostic.

7.1. All interactions with organizations of such a nature, without any exception, must be formally reported to the Compliance Department, through reports mentioning all interlocutors, the circumstances, and means of communication and discussed matters.

8. Such organizations must remain absolutely independent, and it will be forbidden to influence them with the purpose of obtaining any undue commercial advantage.

9. Any initiative to establish a relationship with such organizations must be based on an opinion of the Compliance or Legal Department and on an express decision of the Board of Directors.

VII. PRECAUTIONS REGARDING CONTRACT MANAGEMENT

1. Contracts with private persons will be subject to different rules and conditions than those held with public entities or with private entities that manage public funds/ grants/properties.

1.1. It will be a duty of all parties involved with each operation, under the penalty of serious omission, to identify the nature (private or public) of each contract entered into and kept by FBMFARMA.

2. The management of public contracts shall be actively undertaken by the responsible person and as planned, with special attention to the following conditions:

a. Any non-compliance with the legal rules defined to regulate public contracts will lead to the application of the gravest sanctions against the responsible person, and FBMFARMA shall also collaborate with the official authorities to investigate personal responsibilities, as established by law (Federal Law nº 12.846/2013 and respective regulations).

b. The management of contracts with public entities shall be formally surveyed (through spreadsheets and reports), including constant communication with the responsible public entity, in order to identify, with enough antecedence, the need of any product and possible orders, the quality of provided and utilized products, their delivery expiry terms, and the validity of products and contracts, among other issues.

3. The management of private contracts shall be undertaken by paying attention to their provisions, to market practices, to the current Code, and especially to the following conditions:

3.1. It must always be preceded of a due diligence, which must include, at least, a background, reputation and qualification survey, by properly filling out the specific form.

3.2. FBMFARMA'S norms and standards of conduct must be informed to a potential contracted party, which must declare to agree and comply with its provisions.

3.3. A potential contracted party must be especially informed on FBMFARMA'S expectations as regards the fight against corruption and bribery; and its legal responsible party shall sign FBMFARMA'S document called "Commitment to Fight Corruption".

3.4. Any and every contractual relation must be documented in written form, in a specific minute, containing the standard contractual protection deemed obligatory by FBMFARMA'S Compliance Department.

3.5. The written documentation related to any contracting will serve to clearly communicate FBMFARMA'S expectations, and will enable monitoring and preventing breaches of applicable norms and standards.

4. The following circumstances involving a potential contracted party are "signs of danger or attention", obliging the responsible person to perform complimentary surveys and investigations, in addition to informing the Compliance Department,:

a. it seems not be qualified or to employ less personnel than deemed necessary;
b. it seems to bear a risk conduct (lobby, illegal influence, information trafficking, payment of bribes) when dealing or keeping a relationship with a public manager;
c. is specified or recommended by a public agent;
d. requests that its identity remains concealed;
e. requests payment in cash, abroad, by a third party or an advance payment;
f. requests false documents, false statements, backdated or post-dated terms, or bears well-founded evidence that it utilizes false documentation;
g. requests a high remuneration, and unusual in relation to the value of the provided services;
h. requests that its remuneration is paid in cash; and/or requests values in cash in order to pay unofficial or unidentified fees; and
i. asks for a reimbursement of expenses disproportionately high in relation to the usual amounts or for undocumented expenses.

5. All parties will be responsible for the integrity of the internal communications and for updating the information related to the execution of the contract; and the person responsible for the competent sector will be obliged to plan the inventory deemed necessary to fulfill FBMFARMA'S obligations.

5.1. Any person who becomes aware of faults that might compromise the proper fulfillment of all FBMFARMA'S contractual commitments must immediately communicate it to his/her immediate superior, so that the best measures may be adopted.

6. No intermediary (outsourced or subcontracted party) will be contracted or a company will be associated in consortium to FBMFARMA, in order to adopt measures before a Public Power, or also before private clients, without the previous verification that such contracted party complies with the same standards of ethical conduct adopted by FBMFARMA.

6.1. An intermediary is any and every party that advises FBMFARMA in operations related to sales, orders, commercial representation, and service providers in general, and all those interacting with government entities, and natural and legal persons.

7. Any person holding any family relation or relevant personal proximity with a public agent from an entity with which FBMFARMA transacts must immediately inform it to the Compliance Department.

VIII. COMPETITION

1. All parties must care so that FBMFARMA conducts all of its activities in absolute compliance with the Brazilian legislation, especially in regard to fair competition.

2. All parties taking part in a meeting of any nature, whether in a virtual environment (group of e-mails, social media, among others), at an association or workers' union, especially those counting on the attendance of competitors, and that do not have a public and open character, must count on FBMFARMA'S express authorization and shall cause a minute to be elaborated that is faithful to the discussed matters, of which such party shall file a copy.

3. As far as possible, every meeting counting on the attendance of competitors shall include a direct witness.

4. At meetings or during conversations, even if informal ones, price strategies or any kind of sensitive information shall not be discussed which might suggest, under any aspect, a compromise of free competition.

5. The following is sensitive information, among others (except for any information objectively related to a legal contract under way and of a public nature):

a. Policy to establish prices, tariffs, standards, discounts, subsidies, product promotion, duration of promotions, abatements, price modalities, and credit and billing conditions;
b. Financial information, the cost of goods and services, the cost of products, profits and profit margins.

6. Nobody should take any initiative or take part in meetings or agreements related to practices that might constitute an offense to economic order, notably characterized by the setting of prices, manipulation of offer procedures, production restrictions or quotas, and inventory or market share, a combination of results in public bids, rotation, matching of proposals, or any conduct that might defraud the necessary competitiveness between the sector's companies.

7. It is forbidden to take part in unfair practices, such as information manipulation, disclosure of false or misleading statements, or that intend to induce other market players to error.

IX. CONFLICT OF INTEREST

1. All parties will be responsible for identifying and notifying their immediate superiors on the circumstances of any conflict of interest.

1.1 A "conflict of interest" is a situation generated due to a family relation, emotional bond, economic or commercial interest, which may compromise the collective interest, or improperly influence a professional's performance.

2. The following circumstances might suggest a conflict of interest, among other similar ones:

a. holding a share in any business or company related to FBMFARMA'S operations (clients, suppliers, competitors, service providers, among others), either directly or indirectly;
b. having a relative or a close person acting as an employee, collaborator, shareholder, quota holder or investor at a company related to FBMFARMA'S operations, either directly or indirectly;
c. having access to confidential information belonging to clients, suppliers, competitors, service providers, among others, which, if utilized, might imply personal advantages;
d. accepting direct or indirect benefits from suppliers, clients, competitors, which may be interpreted as a way of influencing or returning favors to others through decisions and actions;
e. utilizing, or getting involved with the utilization, or suggesting to a third party that the same utilizes privileged information obtained due to its activities at FBMFARMA, in order to obtain any direct or indirect advantage, for itself or for a third party.
f. utilizing FBMFARMA'S resources to tend to private interests;
g. contracting relatives, or asking another collaborator, supplier, client, or provider to do so, disregarding the established principles related to competency and potential skills;

3. No former public server may be contracted by FBMFARMA, for a period of 6 (six) months after his/her dismissal (if another term has not been forecasted by law), in order to:

a. act on behalf or for the benefit of FBMFARMA, in a process or business deal of which he/she may have taken part due to his/her former function; or

b. provide consultancy, by using information not disclosed to the public regarding programs or policies of the entity or of the Federal Public Administration entity to which he/she was bound or with which he/she may have kept a direct and relevant relationship six months before the end of his/her performance in a public function.

4. Any party coming from the public service and eventually contracted by FBMFARMA will be responsible for promptly and previously informing on the existence of any circumstance forecasted in the current Code and that may hinder his/her performance.

5. Those proposals or businesses that might potentially involve conflicts of interest must be immediately informed to the Compliance Department.

X. PRIVILEGED INFORMATION

1. It is forbidden to disclose or utilize, on one's own behalf or on behalf of a third party, any relevant or sensitive confidential information obtained due to a relationship with FBMFARMA, whether related to FBMFARMA, to third parties or simply to the market.

1.1. Any relevant or sensitive confidential information should be restricted to the professional environment, except for those known by the public and officially disclosed or authorized by FBMFARMA, while remaining faithful to their terms.

2. All parties must comply with intellectual property rights.

3. The herein discussed obligations, related to relevant or sensitive confidential information, and intellectual property rights, among others, must remain in force even after the dismissal or termination of activities at FBMFARMA.

4. The following are examples of confidential information, as contained in: documents submitted to regulatory agencies, business analyses, plans and estimates, lists of suppliers and clients, lists of employees and organization charts, data on remuneration, price records, legal analyses, strategies and plans, contracts, documents, information received from partners due to a Commercial Agreement, among others.

XI. INFORMATION INTEGRITY AND TRANSPARENCY

1. Sensitive and secret information must be preserved, both to safeguard the company's legitimate interests, and the interests of third parties, as well as due to the applicable legal provisions.

2. All parties must comply with the INFORMATION SAFETY POLICY, according to its specific document, as a mechanism to also ensure information safety.

3. No operation should be performed in breach of the tax legislation, not even exceptionally, it being a duty of all involved parties to indicate to their immediate superiors the mistakes they might be aware of.

4. The accounting records shall completely and accurately reflect FBMFARMA'S transactions, in compliance with the obligations related to the statements submitted to official entities, as established by law.

5. FBMFARMA'S departments must organize a system with clear information on share capital composition and corporate controls, in addition to environmental and social reports, as may be the case.

6. Audits and other internal controls must be implemented and constantly improved in order to ensure the quality of the information and reports.

7. External audit companies must be contracted whenever deemed necessary or when requested by internal control and inspection entities.

8. No corporate operation (including the acquisition of equity holding, and the establishment or restructuring of a business) should be undertaken without a thorough verification of the integrity of the information on the involved companies and a verification of any eventual previous irregularity or vulnerability of such companies, establishments or units that might, in any way, become an integral part of FBMFARMA.

9. No information should be provided, unless if officially requested and by the expressly designated responsible person, or in the case of information approved by FBMFARMA'S competent departments.

10. All parties must care for the accuracy of the information related to prices and sales, especially in contracts of a public nature (with governments or the managers of public funds or assets), thus enabling FBMFARMA to have immediate access to data in order to fulfill any eventual requirement established by a Public Power.

11. The Compliance Department, as well as the responsible department and the respective immediate superior, must be immediately informed on any request of information or documents by a public agent, be it a personal request or in written form.

12. Any and every transmission of data, information or documents to official entities should only be made by the responsible collaborator, within the scope of the respective competent department, after having communicated it to the Compliance Department.

13. Any and every public authority and official entity must be handled with respect and gentleness, quickly, and according to the service standards established for FBMFARMA'S clients.

14. No legally requested information should be denied, held back or delayed.

XII. LABOR RELATIONS

1. FBMFARMA is strongly committed to policies to eradicate child labor, forced labor and employment discrimination.

2. All parties must care so that any contracting is only conducted with partners committed to FBMFARMA'S principles, and which comply with the labor norms, and especially the preservation of health and safety conditions at work and the promotion of human capital.

3. All parties will be responsible for the correct utilization and preservation of the company's assets, as work instruments, and because any waste and depredation might have an adverse environmental impact.

4. All parties will be asked not to bear symbols, signs, communications, nor to behave in a manner that might induce any link of FBMFARMA'S image to personal positions and manifestations, especially in social media – which must be reserved to private life, outside working hours and the work environment.

5. FBMFARMA strongly repudiates any form of harassment, and might even file a lawsuit, as may be the case.

XIII. HUMAN RIGHTS

1. FBMFARMA is attentive to facts, corporate policies and decisions that might cause or contribute to adverse impacts on human rights, even those that may have not been directly caused by its operations.

1.1. All parties should be committed to pointing to facts they may be aware of and that may cause or contribute to adverse impacts on human rights, by suggesting alternative actions to prevent or mitigate them.

2. All parties must have their rights and freedoms respected, including honor, image, intimacy, freedom of thought, conscience and religious belief, political rights, and the right to work, to education, to health, and all parties must act with all due respect in relation to others, either collaborators or not.

2.1. Exhortations (notifications, warnings, reprimands), preaching and invitations must be reserved to people's private lives.

3. Any and every communication must be made in a respectful language and tone.

XIV. ENVIRONMENT

1. FBMFARMA is committed to gradually implementing the highest environmental quality standards.

2. All parties must have an active posture in relation to environmental preservation actions, being attentive to the practices that might cause a positive impact on FBMFARMA'S activities and on neighboring communities, striving to identify and suggest measures to promote the highest sustainability standards at FBMFARMA.

3. Careful planning and follow-up of the actions are the main instruments to mitigate the environmental impacts derived from waste and losses.

XV. FBMFARMA'S COMPLIANCE DEPARTMENT

1.1. The Compliance Department will be responsible for the application of FBMFARMA'S entire integrity program, and for its inspection, by having direct access to all FBMFARMA'S executive instances, and its requests must be treated as a priority.

1.2. The Compliance Department will have access to all FBMFARMA'S documentation, and its members will have the duty of secrecy and confidentiality, and any disregard to such duties might lead to dismissal from the company, due to a severe infraction, in addition to the legally forecasted consequences at the administrative, civil and criminal levels.

2. The Compliance Committee will be composed of collaborators from the management or senior executive levels, at least 3 (three), appointed by FBMFARMA'S Board of Directors, and who must meet periodically, whenever requested by the Compliance Department or by FBMFARMA'S Board of Directors in order to solve issues related to the integrity program's improvement or implementation, or also to verify its fulfillment.

2.1. The Compliance Committee should suggest measures to the Compliance Department or directly to FBMFARMA'S Board of Directors.

XVI. BREACHES AND DOUBTS

1. Any person who is aware of any fact not in conformity with the current Code of Conduct will have the duty of immediately informing the Compliance Department, under the penalty of a severe offense. The informer should never suffer any discrimination for having fulfilled that duty.

2. A self-accusation will be taken into consideration when verifying any eventual violation of the norms set by the current Code, to the benefit of the party that firstly and accurately points to a deviation, while describing the facts and the remaining involved parties.

3. Matters involving a violation of the current Code must be treated in secrecy and in a reserved manner, by protecting the image and dignity of the involved parties. Such information may only be accessible to the collaborators responsible for verifying and dealing with each case.

4. Any violation must be treated as an extremely grave matter, and might subject offenders to the following measures:

a. Verbal admonition, including orientation and exhortation, only in the case of light violations of the Code of Conduct;

b. Written and formal admonition, to be filed in order to comprise the offender's track record;

c. Suspension, with loss of weekend remuneration;

d. Transfer;

e. Dismissal/Rescission of contract for a just cause.

5. Issues related to violations of the current Code and/or of the official norms will also be subject to a lawsuit, as may be the case, with the civil, administrative or criminal consequences established by law.

6. In the case of violations that imply a legal infraction, FBMFARMA shall fully collaborate with the official entities, including by providing information to enable identifying all involved parties and to quickly obtain information and documents in order to solve the case, as forecasted in Federal Laws nº 12.846/2013 and nº 12.529/2011.

7. Any doubt and suggestion in regard to the content of the current Code or its implementation may be forwarded to FBMFARMA'S Compliance Department, while ensuring protection against any discriminatory action towards the informer.

XVII. ADHESION TO THE CURRENT CODE

1. The provisions of the current Code must be interpreted in good faith, with the purpose of implementing the highest quality standards in FBMFARMA'S operations.

2. The provisions of the current Code do not replace any obligation established by law, normative convention or official command, which must be complied with as the maximum expression of the principles that rule the current Code.

3. Any and every collaborator must be informed on the existence of the current Code and, according to his/her responsibilities, must read it carefully and sign the respective certificate that, in addition to serving as a proof of knowledge, will be used as a statement of conformity and to confirm that such collaborator has found no conflict with any of its provisions.

4. The norms of conduct will be subject to periodical reviews, according to the risk analyses on FBMFARMA'S activities, and all collaborators must make suggestions to improve the integrity assurance mechanisms, also by indicating risks they may have identified.

5. In the case of any doubt on the correctness of a certain decision, they must formally consult their immediate superiors or FBMFARMA'S Compliance Department.

6. Exceptional cases, or those involving any omission, will be solved by FBMFARMA'S Board of Directors.

INSTRUMENT OF RECEIPT AND ADHESION TO THE NORM OF CONDUCT

I declare for all due purposes to have received, read, understood and accepted all the norms mentioned in FBMFARMA'S Code of Conduct, while also declaring that my practices do not violate those norms.
I undertake to fully comply with all such norms, and I am not aware of any violation of the same.
I assume the commitment of confidentiality in relation to the information I may have access to, whether they belong to FBMFARMA and/or to its partners and third parties, as well as any and every information whose access is facilitated due to my professional activities at FBMFARMA.
Since the above is true, I sign the current document.

Name/Corporate Name: _____

Taxpayers' Registry (CPF/CNPJ) #: _____

Signature:_____

Place and Date: _____

You may contact FBMFARMA'S Compliance Department by phone at (62) 3333-3500; by e-mail at compliance@fbmfarma.com.br; and by mail at the following address: Rua VP 3-D, Qd. 08B, Mod. 09/21 - DAIA - Anápolis - GO – Zip Code: 75.132-095; or through the Intranet at www.fbmfarma.com.br .

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