



# **CONFIDENTIALITY POLICY**



## **Policy Objective**

The purpose of the Confidentiality Policy is to preserve the confidentiality of all data, information, documents, and materials, of any nature and type, of the companies that make up the Ambipar Group (its Subsidiaries and affiliates and/or its contracting companies and/or contractors) that are made available or obtained in performing their duties or activities performed for Ambipar, or on its behalf, considering that all information is considered confidential.

## **Definitions**

"CONFIDENTIAL INFORMATION" is defined as, but not limited to, any and all written, digital, oral, or visual information concerning AMBIPAR or its clients and partners, received or obtained by the parties covered by this Policy, in the performance of their duties, which are not open to the public, or to the market in which it operates, or which could harm its business.

Criteria for negotiating with clients, investors, government agencies, partners, service providers, consultants, and advisors, and other information of a commercial, intellectual, or industrial nature, are deemed confidential information.

For illustrative purposes, CONFIDENTIAL INFORMATION includes:

- (i) any information related to the services provided by Ambipar, as well as information and data, whether provisional or definitive, of a technical, commercial, financial, legal, strategic, or any other nature, including, but not limited to, trade secrets, list and data of clients, stakeholders or partners, data on negotiations, know-how, work system, information related to research, development, technology, inventions, operating systems, business plans, development and participation in public tenders or private biddings, or any other financial or economic information, accounting, engineering, marketing, merchandising, sales, and judicial, arbitration or administrative proceedings, whether filed or not, potential or actual conflicts
- (ii) potential sources of funding and capital
- (iii) all analyses, compilations, forecasts, studies, memos, notes, computer records, or other documents prepared and provided in connection with the analysis and possible consummation of transactions, public tenders, or private calls for bid
- (iv) projects of any kind, including, but not limited to, innovation, new business development and sustainable solutions, investments, capital contributions, negotiations with third parties, whether governmental or private. If CONFIDENTIAL INFORMATION is incorporated or reflected in other documents, either separately or jointly generated by Ambipar or on its behalf, such other documents shall be considered CONFIDENTIAL INFORMATION subject to the terms of this Instrument.



Owner of the information is the owner of the data/information; its rightful owner.

### **Disclosure**

If the disclosure of information protected by this Confidentiality Policy is necessary due to a legal obligation to disclose any CONFIDENTIAL INFORMATION by virtue of a court or administrative order, the party required to disclose the information must notify the owner of the information to allow the owner to exercise the right to object.

If the objection of the owner of the information/data is not successful, the party requested to reveal such confidential information may only reveal it to the extent required by the court or administrative order in question.

### **Non-compliance**

Failure to comply with this Policy is a serious misconduct subject to termination for cause of the Employment Contract, in the case of an employee, and the termination of the contract or partnership, in the case of a service provider/supplier, without prejudice to other applicable measures, in particular, indemnity for any damages incurred by breach of confidentiality, in addition to a fine provided for in the appropriate term.

### **Applicable Supplementary Policies**

The Company's Code of Conduct, in addition to the Data Protection Policy, shall apply together with this Policy, without prejudice to additional terms and conditions contained in the individually signed Confidentiality Terms.

### **Scope**

Any and all professionals who have access to data/information of the companies that are part of the Ambipar Group or their clients/suppliers due to their relationship with Ambipar.

### **TERM**

This Policy takes effect immediately after formal approval by the Board of Directors and may only be amended by deliberation of the Board.

**AMBIPAR GROUP**