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1. Definitions

CONSUMER DEFENSE CODE (CDC): it is a legal system, a set of rules aimed at protecting and defending consumer rights, as well as regulating consumer relations between suppliers and final consumers and the responsibilities that these suppliers (product manufacturers or service providers) have with the final consumer, establishing standards of conduct, deadlines, and penalties.

CONTRACT: A pact between two or more people, who undertake to fulfill what has been agreed upon between them under certain conditions.

QUOTATION: the process of searching the market for a reference price, currency, security, etc.

DIVERGENCE: disparity or malfunction, which can be identified during the phases of the relationship with the supplier (Homologation, delivery, and Invoice and Quality conformity).

SUPPLIER: any individual or legal entity, public or private, national or foreign, as well as unidentified entities, that develop activities of production, assembly, creation, construction, transformation, import, export, distribution, or commercialization of products or rendering of services.

PRODUCT: physical goods, services, events, people, places, organizations, or even ideas.

APPROVAL: Official approval, ratification, or confirmation of certain private acts, so that they can become enforceable or have legal validity.

PURCHASE ORDER: A document that represents the request to buy a certain item from the supplier or another department. The document must contain quantity, product, and purchase details.

PLD/FT: stands for Prevention of Money Laundering and Combating the Financing of Terrorism

2. Goal

Define guidelines that guide BEETELLER's relationship with suppliers, striving for excellence and compliance with the law, and establish the requirements for supplying products to BEETELLER.

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3. Scope

This policy applies to everyone involved in the relationship with BEETELLER's suppliers, including BEETELLER's employees, service providers, partners and associates.

4. References

NBR/ISO 9001:2015 - Quality Management Systems -

Requirements Consumer Defense Code (CDC)

Information Security and Cybersecurity Policy

5. Basic Supply Assumptions

As a basic premise, to become a BEETELLER supplier, it is necessary to go through certain steps of the purchasing or contracting process, such as:

- i. Number of quotations (if applicable);
- ii. Analysis and selection of the supplier or service provider;
- iii. Approval of documents;
- iv. Purchase order or service contract analysis, as the case may be;
- v. Among other possible ones.

5.1 Seals

BEETELLER:

- i. It does not negotiate with suppliers who are involved in the exploitation of child, degrading, or slave labor, or who degrade the environment;
- ii. It does not work with suppliers that expose our image or reputation to risk;
- iii. It does not allow in its purchasing processes, formalization of contracts with institutions:
 - That have administrators or partners who are related to BEETELLER employees who work in the area responsible for hiring, without prior notice to the Compliance Area, in order to avoid any type of conflict of interest in the hiring process;
 - That are declared by the Union, States, or Municipality as ineligible;
 - Who have been sanctioned or punished for participation in an act of corruption against the public administration, national or foreign;

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- That has not honored the payment of labor debts arising from a final and unappealable judgment.

6. Supplier Approval

The documentation required for supplier registration is one of the basic and initial criteria for the selection and contracting process. The documents for approval will be requested by the Compliance area.

The quantity and types of documents requested may vary according to the Supplier's segment and/or area of activity.

BEETELLER works with suppliers who commit to:

- i. To repudiate conducts that may characterize harassment of any nature;
- ii. Respect the Universal Declaration of Human Rights by fighting discrimination in all its forms;
- iii. Obey and make its employees, representatives, and suppliers obey all legislation, rules, and regulations applicable to the conduction of the corporate purpose;
- iv. Know and respect the Code of Conduct and Ethics that is duly made available by the responsible area;
- v. Recognize, accept, and value the diversity of the group of people that make up the company;
- vi. To adopt practices to prevent and combat corruption and any type of illegal act.

7. Vendor Evaluation

All suppliers are periodically evaluated according to criteria defined by the Compliance Area. The requirements may be improved as the relationship with the supplier advances and according to its category. The Compliance area and the requesting departments participate in the supplier evaluation process, which may be understood as possible criteria, but are not limited to:

- i. Process involving the homologation of documents;
- ii. Time of delivery of the product or service;
- iii. Conformity between what was requested and what was received;
- iv. Assessment by users of the quality of the product or service delivered by the supplier;
- v. Among other possible criteria.

The definition of the importance of the item provided is up to the Compliance Area. Below are some criteria used to calculate performance indicators, but not limited to:

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- i. Documentation/Certification;
- ii. Internal Practices and Policies for Social and Environmental Responsibility, PLD/FT and Anti-Corruption;
- iii. Flexibility and availability;
- iv. Delivery time;
- v. Cordiality and service;
- vi. Number of disagreements;
- vii. Dealing with divergences;
- viii. Product or service quality;
- ix. User Evaluation;
- x. Among other possible ones.

8. Supplier disqualification criteria

According to the result of the evaluation, the supplier may be disqualified from the relationships maintained by BEETELLER, always taking into consideration the criticality and impact.

Disqualification will occur when basic quality items are not met, and a new supplier will be primarily evaluated to supply the need for the required item, following the analysis criteria of the Compliance Area.

Besides the quality criteria, there may be immediate discontinuation of the relationship with the supplier in situations that indicate unethical behavior, that does not meet BEETELLER's internal policies or that violates the legislation in force. There will be monitoring and/or disqualification of the supplier that shows signs of:

- i. Practices that violate PLD/FT and BEETELLER's Anti-Corruption Policy;
- ii. Violation of the Consumer Defense Code;
- iii. Human Rights Violation;
- iv. Fraud and corruption;
- v. Misconduct and harassment;
- vi. Non-compliance with laws and regulatory norms;
- vii. Lack of transparency in commercial negotiations; viii. Non-compliance with current legislation and contractual clauses;
- ix. Violation of BEETELLER's "Confidentiality Agreement";
- x. Abusive market practices;
- xi. Among other possible ones.

Disqualification will occur through formal communication, and the supplier will be informed of the procedures for terminating the supply, according to BEETELLER's internal policies.

9. Supplier Communication

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- i. The interactions with the supplier, such as quotation, request, order or delivery location changes, cancellation, payment or any type of negotiation must occur only and exclusively through formal means of communication: e-mail, telephone, correspondence, fax, etc., being all these means of communication exclusively corporate;
- ii. It is also emphasized that communications dealt with in person must be duly formalized through the aforementioned means of communication.
- iii. Whenever possible, you should prioritize the inclusion of the chosen medium in the contract;
- iv. In case of any change in the type of service provided, frequency, and nature of the service, the contractual provisions regarding the extension or addition of the obligation must be observed, and, for such, must pass through the sieve of the Compliance and Advisory Legal department in advance;
- v. The employee requesting the service is responsible for informing the Compliance and Advisory Legal department when the service is no longer being used, including to avoid unnecessary charges.

10. Confidentiality of Information

- i. In order to ensure the security of the information, BEETELLER may disclose private information only to authorized vendors, and only if the information is essential to the activity of the contracted service;
- ii. Digital or physical documents will be archived in a secure location, with access to such files released only to those authorized;
- iii. The supplier and its representatives are prohibited from disclosing internal information of BEETELLER to which they may have access;
- iv. The vendor must sign the "Confidentiality Agreement", also known as the "NDA", which will be delivered by the responsible department;
- v. In case of a breach and/or compromise of personal data or any information, BEETELLER must be reported immediately;
- vi. BEETELLER respects and protects all proprietary or confidential information that its suppliers may share.

11. Information Security and Privacy Policy for Suppliers

11.1 Goal

The main objective of this topic is to complement the Information Security and Privacy Policy, to avoid the violation of any regulation or contractual obligation, aiming to guide the posture of all suppliers who have a relationship with the information assets

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of BEETELLER GROUP. This topic also covers the definition of responsibility for supplier actions and related disciplinary actions.

11.2 Scope

All suppliers, their employees and service providers that have a relationship with BEETELLER GROUP and have access to any protected information or data of BEETELLER GROUP or are under the GROUP's control or operation, regardless of their relationship with the company. It also applies to processes and technologies.

11.3 Commitment and Communication

All employees of the supplier and of the supplier's supply chain covered by this Policy assume full knowledge and agreement with its content, committing to apply the laws, regulations, contractual obligations and best market practices in the aspects inherent to Information Security and Cybersecurity. They shall also observe the Policy published in BEETELLER GROUP's website. Additionally, it shall ensure that all information is treated ethically and confidentially and that measures are taken to prevent undue access, modification, destruction or unauthorized disclosure.

In relation to privacy, ensure that information is used only for the purpose for which it was collected, and that access is conditional on authorization.

The contractor shall notify BEETELLER of the subcontracting of services and shall keep BEETELLER informed at all times of any limitations that may affect the provision of services or compliance with applicable laws and regulations.

If there are indications of incidents, these should be reported to the Information Technology Department, via e-mail: seguranca.ti@beeteller.com. If necessary, GRUPO BEETELLER is committed to forwarding this information to the competent bodies.

11.4 General Guidelines for All Suppliers

All Brazilian regulations must be observed, especially those issued by BACEN, the General Law of Data Protection, and related ones.

The summary of BEETELLER GROUP's Information Security and Cybersecurity Policy for Suppliers is understood to be an integral part of this Information Security and Cybersecurity Policy for Suppliers.

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In addition, the following guidelines must be observed:

- i. The supply of an information security policy or equivalent document, by the Supplier. Said document must be presented prior to the formalization of the contract, being analyzed by the BEETELLER GROUP's team.
- ii. Controls must be applied to processes, products, and services to ensure that all specified requirements, service level agreements, and agreed contractual obligations are met.
- iii. Good practices must be adopted and monitored to ensure risk management throughout the supply chain.
- iv. Legal and regulatory requirements must be met and monitored, where applicable.
- v. All agreements for the preservation of confidentiality and the secrecy of information accessed before, during, and after the provision of services must be respected and fulfilled.
- vi. When cloud computing services are used, the controls and guidelines present in Resolution 4893 of BACEN must be observed. The Supplier must be ISO 27001 or PCI-DSS certified.
- vii. The use of BEETELLER GROUP's own datacenters to provide computing services will not be allowed, except if certified in ISO 27001 or PCI-DSS.
- viii. As a rule, the connection of the Supplier's computer equipment to BEETELLER GROUP's computer network will not be allowed. If the connection is authorized, the Supplier shall be responsible for the content that is stored in the equipment, as well as for the proper licensing of its software.
- ix. The vendor is responsible for ensuring the legal compliance of any and all systems or content used during the performance of its service.
- x. If necessary, inspections and assessments may be performed by BEETELLER GROUP to ensure that all information security requirements are being met. The results of the inspections and evaluations, as well as possible recommendations for improvements will be recorded and duly forwarded to the Supplier for action.
- xi. The risk analysis regarding Information Security shall be performed prior to the contracting of the Supplier. If the risk changes during the contract execution, according to BEETELLER GROUP's perception, the continuity of service provision shall be reassessed.

In the event of termination of the contract, the transfer of data to the new service provider or to BEETELLER is mandatory, as is the deletion of data by the replaced contractor after the transfer of data and confirmation of the integrity and availability of the data received.

11.5 Guidelines for Contracting Cloud Computing Services

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Contracting for cloud services shall be conducted by assessing the service provider's ability to perform the activities in compliance with applicable laws and regulations. Procedures shall be adopted for verification of the potential service provider's capability in order to ensure:

- i. Compliance with current legislation and regulations;
- ii. Existence of an agreement for the exchange of information between the Bacen and the supervisory authorities of the countries where the services will be provided;
- iii. Verification that the provision of services will not cause damage to its regular operation or hinder the performance of the Bacen;
- iv. Definition of the countries and regions in each country where the services will be provided and the data stored, processed and managed. This definition must occur prior to contracting the services;
- v. Ensure that the laws and regulations in the countries in which the services will be provided do not restrict or impede the access of BEETELLER and Bacen to the data and information. Evidence of compliance with the requirements and the fulfillment of this requirement must be documented.
- vi. BEETELLER's access to the data and information to be processed or stored by the service provider;
- vii. The confidentiality, integrity, availability, and retrieval of the data and information processed or stored by the service provider;
- viii. The adherence of the service provider to certifications required by BEETELLER to provide the service to be contracted;
- ix. The access of BEETELLER to the reports prepared by an independent specialized auditing company hired by the service provider, relating to the procedures and controls used in the provision of the services to be contracted;
- x. The provision of information and management resources suitable for monitoring the services to be provided;
- xi. The identification and segregation of BEETELLER end-user data by means of physical or logical controls;
- xii. The quality of access controls aimed at protecting the data and information of BEETELLER's end users.

All procedures must be documented.

- In case of termination of the contract, the obligation to transfer the data to the new service provider or to BEETELLER, as well as the deletion of the data by the replaced contractor after the transfer of the data and the confirmation of the integrity and availability of the data received

BEETELLER will adopt the necessary resources and measures for the adequate management of the services to be contracted, including for the analysis of information and use of resources provided by the potential service provider.

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11.6 Incidents and Disciplinary Measures

Any violation of the guidelines contained in this policy constitutes an information security incident and will be duly dealt with as per the Information Security and Cybersecurity Policy.

After analysis by the High Management, disciplinary measures will be deliberated on the Supplier, which may include: warning; cancellation of the service provision contract; fines foreseen in the contract; and/or judicial actions, or any other procedure foreseen in the legislation.

11.6 Final Provisions

All suppliers and their supply chain, service providers and partners of BEETELLER GROUP are committed to the faithful compliance with this Policy in its entirety, always observing its most updated version, and also to the compliance with the guidelines, programs, codes of conduct, internal rules and policies established by BEETELLER GROUP.

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