



Third-Party Relationship **Policy**

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WHAT YOU WILL FIND IN THIS DOCUMENT

PURPOSE	3
SCOPE	3
DEFINITIONS	3
PRINCIPLES AND DUTIES	4
Access to Information.....	4
Access to Physical Spaces.....	5
SPECIFIC GUIDELINES ON RELATIONSHIPS WITH SUPPLIERS, SERVICE PROVIDERS, OR PARTNERS	6
Hiring Suppliers/Service Providers/Partners:	6
Due Diligence:	6
Requirements for hiring Third Parties:.....	7
Rules to be observed when hiring third parties:.....	7
Hiring/renewal procedure:	8
Requirements to be observed by all Suppliers, Service Providers, and Business Partners:	8
SPECIFIC GUIDELINES ON CUSTOMER RELATIONS	8
SPECIFIC GUIDELINES ON RELATIONS WITH COMPETITORS.....	9
ANTI-CORRUPTION LAW.....	10
CONTRACTING - WARNING SIGNS	10
SANCTIONS	11
REPORTING CHANNEL.....	12
.....	13

PURPOSE

Insi conducts its relationships with business partners and third parties with a commitment to ethics, objectivity, and transparency, through compliance with applicable laws and good market practices.

This policy aims to establish guidelines and criteria to be adopted by Insi, its managers, and employees in their relationships with customers, suppliers, subcontractors, consultants, partners, and service providers of any kind.

Similarly, it serves to guide all interested parties on how to relate to Insi, valuing respect for human and workers' rights, the law, and the principles that guide market relations, especially those related to combating unfair competition practices, undue advantages, and favoritism.

SCOPE

The guidelines of this policy apply to all employees, whether permanent or temporary, interns, advisors, administrators, third parties acting on behalf of Insi, and other business partners linked to this document through a contract.

This policy also applies, where applicable, to all suppliers, service providers, and other business partners that have a relationship with Insi.

DEFINITIONS

For the purposes of this Policy, the following definitions shall apply:

Third Parties: any and all service providers, suppliers, consultants, customers, partners, contracted or subcontracted third parties, whether individuals or legal entities, under public or private law, regardless of whether they have a formal contract, including all those who use the name of Insi and its companies for any purpose, as well as the provision of services, supply of materials, among others;

Due Diligence: the procedure of analyzing information and documents with the objective of preliminarily understanding and analyzing the risks related to all third parties contracted or in the process of being contracted and/or partnered with whom Insi and its companies intend to do business.

Compliance: the process that aims to ensure compliance with current legislation, policies, and guidelines established for the business, with the objective of preventing any irregularities, identified illegal deviations, or acts of corruption, promoting a culture of ethics and transparency.

Customers: Any individual or legal entity that may contract or has contracted any service offered by Insi.

PRINCIPLES AND DUTIES

Objectivity and transparency are essential foundations of Insi's relationships, in order to avoid any influence from private interests and undue advantages, especially those capable of causing illegal acts, corruption, and unfair competition practices.

This policy establishes rules for conducting background checks prior to contracting Third Parties, with the aim of identifying any involvement in irregular practices that could in any way negatively impact Insi. It also determines the conduct to be followed throughout the relationship with Third Parties, with a view to ensuring compliance with Insi's principles and values.

All Third Parties that have a relationship with Insi must fully comply with the requirements of Brazilian law applicable to the subject matter and must undertake to comply with all of the following items:

Access to Information

- 4.1.1 All Third Parties shall only have access to the information and resources necessary to perform their work;

- 4.1.2 All Third Parties shall safeguard and protect any non-public information belonging to Insi to which they have access. Such information may not be disclosed without Insi's prior authorization, nor may copies of the information be made for personal use or for use by persons unrelated to the relationship between the parties;
- 4.1.3 It is the Third Party's duty to ensure that the resources made available to them are used only for the purposes approved by Insi;
- 4.1.4 In the event of storage and/or processing of customer, employee, or financial data, or when providing services to Insi, the Third Party shall comply with the General Data Protection Law and may be held civilly and criminally liable for any violations it causes. To this end, it shall observe the following procedures:
 - Ensure that the systems and information under your responsibility are adequately protected;
 - Protect information from unauthorized access, modification, destruction, or disclosure, maintaining its confidentiality;
 - Commit to treating all information, computer programs, data, reports, and Insi's or the client's internal and confidential guidelines, marketing and quality policies, products, techniques, projects, and all types of documents to which you have access or knowledge as Insi's property.

Access to Physical Spaces

Insi is responsible for corporate security, establishing the physical barriers necessary to control access and protect company information.

The Third Party shall respect the physical access granted to them and is prohibited from photographing or filming internal areas without prior formal authorization.

SPECIFIC GUIDELINES ON RELATIONSHIPS WITH SUPPLIERS, SERVICE PROVIDERS, OR PARTNERS

Hiring Suppliers/Service Providers/Partners:

Legality, ethics, transparency, and good management practices will guide the selection and negotiation procedures with suppliers, service providers, and partners, without privileges, favoritism, or discrimination of any kind.

Insi prohibits any hiring or entering into partnerships with individuals or legal entities of dubious reputation or who engage in conduct incompatible with the ethical principles practiced at Insi.

No Insi employee may receive any money, favors, benefits, or advantages from suppliers, service providers, or partners, except as provided in the Gifts, Presents, and Entertainment Policy.

Due Diligence:

In order to identify risks in the hiring or possible involvement of suppliers, service providers, and partners in irregular practices that may negatively impact Insi's image, Insi may perform Due Diligence on Third Parties.

- All relationships with suppliers, service providers, and partners may be maintained in a continuous Due Diligence process, consisting of verifying and testing the integrity of Third Parties that provide services to Insi, as well as monitoring the risks of the business relationship that may reflect losses or generate liabilities for Insi.
- Occasionally, Third Parties will be subject to an assessment related to their practices, maintenance and storage of important documents, tax and other collections, among others, in order to verify that they comply with the laws applicable to the business. Those suppliers/service providers identified as posing a higher risk will be subject to a Due Diligence Questionnaire, allowing Insi

to conduct a thorough analysis of the possible legal, financial, and reputational risks related or unrelated to potential illegal practices.

- Insi employees must follow and monitor risks throughout the contract, especially the contract manager. If any change in the Third Party's conduct is identified that could pose a risk to Insi, this fact must be reported immediately to the Compliance area.

Requirements for hiring Third Parties:

before hiring and establishing a relationship with third parties, Insi employees must evaluate the items below.

In this context, if the answer to any of the questions below is yes, the contract must not be signed:

- Are you signing the contract due to some kind of pressure?
- Did the hiring steps follow the normal process flow?
- Will the third party be unduly benefited to the detriment of others?
- Is there any apparent, potential, or actual conflict of interest related to this contract that the contractor is aware of?
- By hiring, will you be making any personal commitments?

Rules to be observed when hiring third parties:

All contracts entered into by Insi must specifically contain an anti-corruption clause, which must expressly state agreement with applicable legislation, Insi's Code of Ethics and Conduct, and Compliance Policies.

- The hiring of third parties indicated or recommended by government authorities and customers does not exempt the candidate from participating in the relevant process, on equal terms with other contractors.

Hiring/renewal procedure:

Only after the evaluation procedure for the supplier, service provider, or partner has been completed may the hiring process or renewal of the respective contract begin.

Requirements to be observed by all Suppliers, Service Providers, and Business Partners:

- Comply with all laws applicable to the commercial relationship;
- Do not commit acts of corruption or acts that cause damage to public property;
- Respect the human and legal rights of workers;
- Be committed to the health and safety of their employees;
- Comply with applicable environmental legislation in the conduct of their business;
- Observe the legislation relevant to data and information protection (Law No. 13,709/2018).

SPECIFIC GUIDELINES ON CUSTOMER RELATIONS

All Insi employees must treat their customers with ethics, professionalism, technical quality, transparency, speed, and promptness.

Insi treats its customers' information and registration data confidentially, using it only for the necessary purposes and not disclosing it to third parties or other employees who do not need it, in full compliance with the Brazilian General Data Protection Law (No. 13,709/2018).

The Compliance area may be requested by other areas to perform Due Diligence procedures on clients, in the same manner as those performed on suppliers, service providers, and institutional partners.

SPECIFIC GUIDELINES ON RELATIONS WITH COMPETITORS

Compliance with the Competition Law (No. 12,529/11) is a non-negotiable

condition for anyone wishing to maintain commercial relations with Insi.

In the normal course of business, employees may maintain legitimate relationships and interactions with competitors at meetings or in the context of professional associations or unions.

In such cases, the exchange of information that could harm free competition in order to favor or harm Insi or a competitor is prohibited, especially confidential and strategic information about Insi, such as commercial planning, pricing, operating costs, discount forecasts and campaigns, promotions, new product launches, among others. Disclosures may only occur with the prior consent of Insi's Executive Board.

Before participating in any meeting on behalf of Insi, its representatives must ensure that the agenda contains clear and express topics to be addressed and that they are related to the purpose of the association. They shall also require, whenever possible, the preparation of minutes containing the topics discussed and a list of all participants. When a critical issue is raised, the legality of which is suspected, Insi's representative must withdraw from the meeting and request that their withdrawal be included in the minutes.

Insi's competitors may also be its customers, partners, or suppliers. In such cases, communications should be strictly limited to matters related to the relationship in question.

The following is expressly prohibited:

- Agreeing, combining, manipulating, or adjusting with competitors in ways that may limit competition;
- Discriminating against purchasers or suppliers of goods or services by setting different prices or operating conditions for the sale or provision of services;

- Refusing to sell goods or provide services under normal payment terms and conditions;
- Making the sale of goods or services conditional on the purchase of other goods or services or the use of other services;
- Encourage cartel formation, price fixing, and market division among competitors;
- Enter into agreements to direct winners in bidding processes.

ANTI-CORRUPTION LAW

The Third Parties declare that they are aware of the terms of national anti-corruption legislation, in particular Law No. 12,846/2013, and Insi's Anti-Corruption and Anti-Bribery Policy.

The Third Party undertakes not to be and hereby confirms that it is not involved in any investigation by any national or foreign authority into acts that violate anti-corruption legislation.

If the Third Party becomes aware of any investigation into acts that violate anti-corruption legislation or other practices that violate Insi's integrity, it undertakes to inform Insi immediately.

Third Parties undertake not to promise, offer, or receive bribes to obtain undue advantages, whether commercial or personal, or to pay directly or indirectly to a public official or third party related to them for the purpose of influencing any decision or facilitating business.

Insi may terminate or suspend the contract for an indefinite period, for the purpose of investigating the facts, if it becomes aware of possible acts that violate Anti-Corruption Legislation.

CONTRACTING - WARNING SIGNS

Below are some situations that should serve as warning signs for areas responsible for contracting/partnering with Third Parties, and which should be reported immediately to the Compliance area:

- Insi employees who have a personal, commercial, family, or emotional relationship with third parties who directly manage these contracts;
- The Third Party refuses to comply with the steps of this Policy or its assessment questionnaire;
- The Third Party avoids written communication;
- The Third Party requests advance payments in an atypical manner that may raise doubts about the actual application of the requested funds;
- The Third Party requests the payment or provision of services to be split into installments, when these could be made in a single payment (which may represent a violation of internal limits of authority);
- Enter into or broker contracts or commercial agreements with third parties that involve exchanges of personal advantages or favors;
- Requesting employment or favors from third parties for relatives and friends in exchange for information or benefits that harm Insi's interests;
- Request or grant courtesies, gifts, and hospitality to third parties, including public officials, in violation of the guidelines of the Gifts, Presents, and Entertainment Policy;
- Maintain relationships with public officials in a manner that is not in accordance with the relevant powers and interactions, as established in the Public Relations Policy.

SANCTIONS

Failure to comply with the legal and regulatory provisions set forth herein subjects violators to applicable disciplinary measures, including, but not limited to, verbal or written warnings; suspension; transfer to another position/area; dismissal with or without just cause, immediate termination of the contract and termination of the relationship with the supplier, partner or customer, adoption of other

applicable legal measures, in the civil, labor and/or criminal sphere, as applicable, including, but not limited to, the formalization of complaints to the competent authorities and/or the filing of appropriate legal actions in the judicial sphere.

REPORTING CHANNEL

The official channel provided by Insi for reporting complaints is through the website: compliance.meta.com.br/en

However, if the complaint is made through personal conversation, email (compliance@meta.com.br), direct phone call, anonymous letter, or other means, it shall also be recorded and investigated.

All information and/or reports may be made anonymously or, if identified, will be treated as confidential, and the identity of the informant(s) will be preserved.



Questions?

Contact: [insi.com](https://www.insicom.com)