

**TRÓPICO INTEGRITY  
PROGRAM  
CODE OF CONDUCT FOR EXTERNAL PROVIDER  
(PROVIDER)**

**Trópico Sistemas e Telecomunicações S.A.**

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**Trópico Sistemas e Telecomunicações S.A.**

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## **1. PRESENTATION**

The Provider Code of Conduct, hereinafter referred to as the External Provider of Trópico Sistemas S / A and its affiliates, is intended to guide its External Providers on the minimum conditions to be met to maintain their business commitment.

It deals with the ethics, integrity and transparency expected in business relations, the care and respect for employees and the guarantee of healthy and safe working conditions, encourages the conservation of the environment and reinforces the demand for quality in the purchased products.

Any adverse situations to this Code should be immediately reported to Trópico Sistemas, which reserves the right to perform audits on its External Providers in order to verify its compliance.

It is the External Provider's sole responsibility to guide and monitor the practical application of this Code with its employees and subcontractors.

## **2. SCOPE**

This Code of Conduct applies to Trópico Sistemas' External Providers.

By accepting this Code, the External Provider acknowledges that all existing and future agreements, Contracts and business relations with Trópico Sistemas will be subject to the provisions contained herein.

It is the responsibility of Trópico Sistemas' External Providers to disclose the existence of this Code and its provisions and to disseminate the rules contained therein to its own executives, partners, shareholders and members, hereinafter referred to as "Stakeholders", ensuring that the ethical principles mentioned herein are effectively practiced throughout the organization.

### **3. INTEGRITY**

Integrity is fundamental to all business dealings and operations and must comply with applicable laws and contractual rules between the parties.

### **4. SUSTAINABILITY**

Trópico Sistemas expects that, in the development of its activities, its External Providers will comply with the applicable Environmental Legislation, Standards, Codes and Regulations and prioritize pollution prevention and the definition of Goals and Targets using appropriate environmental alternatives, as well as promote its employees' awareness in environmental protection actions.

### **5. LABOR STANDARD**

#### **5.1. FORCED LABOR**

Under no circumstances should the External Provider use or otherwise benefit from forced or compulsory labor.

Similarly, the use of slave labor, as well as the use of physical punishment, confinement, threats of violence or other forms of harassment or abuse as a method of discipline or control, is expressly prohibited.

#### **5.2. CHILD LABOR**

The use of child labor by the External Provider is absolutely prohibited. The External Provider must even prohibit its External Providers from using child labor in any way.

### **5.3. WORKING DAY**

The External Provider must ensure that the work performed by its Employees is in accordance with the laws in force and the mandatory standards regarding the number of hours and days worked.

### **5.4. SALARY**

External Provider Employees must receive Salaries and Benefits that are in accordance with applicable Laws in force and with their respective Collective Agreements, including overtime and other types of indirect compensation.

### **5.5. DISCRIMINATION**

The External Provider must have or implement a Policy that complies with applicable Laws that prohibit discrimination against race, color, religion, gender, age, physical dexterity, country of origin or others.

### **5.6. RESPECT AND DIGNITY**

Trópico Sistemas expects that External Providers keep their workplaces free from harassment, harsh treatment, violence, intimidation, corporal punishment, psychological or physical coercion, verbal abuse and discrimination.

### **5.7. FREEDOM OF ASSOCIATION**

External Providers must guarantee Employees the right to freedom and association with unions that are legally and peacefully established, as well as entering into collective agreements.

## **6. RESPECT FOR LEGISLATION AND BUSINESS INTEGRITY**

Trópico Sistemas expects its External Providers to strictly comply with and respect the applicable laws and regulations in which they operate, including domestic and foreign Anti-Corruption Legislation.

Trópico Sistemas' External Provider must be up-to-date with current legislation, unquestionably complying with it, and should not be subject to any situation that constitutes corruption, conflict of interest, or questionable payments or receipts, not sponsoring, not participating and not tolerating illegal practices and should:

- a. Ensure the accurate and timely payment of all taxes due on account of their business activities;
- b. Develop Commercial Relations in compliance with the laws, the legal practices of the market and the National and International Regulations related to the economic order and the defense of competition;
- c. Exercise free and fair competition with other companies operating in the same segment;
- d. Respect and protect the environment;
- e. Prohibit any act harmful to public administration, acts of corruption, facilitation payments, cartel and fraud;
- f. The External Provider shall not make, require or accept improper, doubtful or unlawful payment in favor and granting benefits, privileges or advantages that are against the law.

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## **7. ACCOUNTING RECORDS**

The External Provider's books, accounting records, accounts and financial statements must accurately reflect the transactions made, strictly observing the applicable Standards and Laws, ensuring the transparency necessary to generate reliable records and reports.

## **8. HEALTH, SAFETY AND ENVIRONMENT**

The External Provider must offer its Employees all conditions of safe and healthy working according to applicable legal requirements.

## **9. RISK MANAGEMENT**

External Providers are expected to implement mechanisms to identify, determine and manage Risks in all areas addressed in this Code of Conduct for External Providers and in all legal requirements applicable to their business and market.

## **10. CONTINUOUS IMPROVEMENT**

Trópico Sistemas expects External Providers to continually improve their quality, productivity and sustainability performance by taking appropriate measures.

## **11. CONFIDENTIAL INFORMATION**

The External Provider is prohibited from disclosing information about Trópico Sistemas or about it and its customers, possibly provided in connection with the products and / or services involved, except those considered in the public domain.

## 12. Anti-Corruption and Anti-Bribery Law

The External Provider shall act in strict compliance with all applicable laws, including the Global Anti-Bribery and Anti-Corruption Laws, and those that apply to Trópico Sistemas' operations in all locations where it operates.

## 13. GENERAL PROVISIONS

- a. This Code for Trópico External Provider is valid indefinitely and is available on its website – [www.tropiconet.com](http://www.tropiconet.com) .
- b. External Providers must comply with all requirements defined and recorded in Purchase Orders issued and / or, Agreements signed, where the mention of this *CODE OF CONDUCT FOR TRÓPICO'S EXTERNAL PROVIDER* should be clear and indubitable.
- c. No External Provider may therefore claim to be unaware of the guidelines in this document under any circumstances.
- d. Trópico Sistemas reserves the right at any time to verify that the External Providers are complying with the provisions of this document.
- e. In the event of non-compliance with the provisions contained in this document, Trópico Sistemas will direct through its Supplies area the External Provider for the appropriate correction.
- f. If the External Provider fails to correct any deviations, Trópico Sistemas also reserves the right to terminate the Agreement and / or cancel its Purchase Order, without prejudice to its rights, whether Contractual or Legal.