

Supplier Contracting
Policy

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OBJECTIVE

This policy aims to regulate the practices and processes of relationships with suppliers of goods and services and other business partners with whom Insi maintains a relationship as a contractor.

TO WHOM IT APPLIES

This policy applies to all suppliers, service providers, and other active domestic and international business partners and potential suppliers of Insi.

1DEFINITIONS

For the purposes of this Policy, the following definitions are adopted to ensure a clear and uniform understanding of the terms used:

Suppliers: Refers to any and all service providers, consultants, business partners, contracted or subcontracted third parties, whether individuals or legal entities, regardless of whether they have a formal contract, who use Insi's name and its companies for any purpose or who provide services, supply materials, interact with the government or others on behalf of the Organization to perform the contracted service.

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 there is 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.

Employees: All employees, interns, outsourced workers, members of the board of directors, directors, and executives of Insi.

Due Diligence: Procedure for analyzing information and documents with the objective of preliminarily understanding and analyzing the risks related to all third parties that are contracted or in the process of

being contracted and/or partnered with, with whom Insi and its companies intend to do business.

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

CONFLICT OF INTEREST

Employees or their spouses may not provide services or be suppliers to Insi, even outside working hours or through companies where they are partners.

Exceptions to this rule must be approved by the executive board, with the knowledge of the Compliance area, as detailed in our Code of Ethics and Conduct.

Hiring of Related Companies: In cases where the Executive and Compliance Committee approves the hiring of a company that has Insi employees or family members of Insi employees as partners, such hiring must be preceded by a competitive bidding process in which two (2) other companies that provide the same type of service will be evaluated, and multiple-choice criteria and selection stages must be observed. The company will only be hired if it submits the best quote or if there is a technical justification from the area involved for its hiring (in the event that its prices are higher than the others).

RESPONSIBILITY OF THE CONTRACTING PARTY

a) The form of contact with companies applying to be Insi suppliers will be by email or telephone, and purchases of lesser value may be concluded through these channels. For purchases requiring formal written contracts, the exchange of documents and information will take place via email and will be formalized by Netlex. These rules are detailed in item 9 of this Policy.

b) Insi is committed to workplace safety and the safety of the facilities where this work will be carried out, as well as ensuring that the equipment and systems used, both its own and those of its suppliers, comply with the relevant legislation;
c) Insi ensures compliance with its obligations and requires full compliance with all contractual obligations assumed by suppliers, establishing a partnership relationship with its suppliers;
d) We preserve the confidential information provided by any of our suppliers and service providers.
e) Insi prohibits any practice of differential treatment of anyone, due to interest and/or favoritism toward any supplier.

RESPONSIBILITY OF THE CONTRACTED PARTY

a) Provide the documents and information necessary for the registration of business partners and for the preparation of the contract, when applicable.
b) Comply with and strictly enforce the laws applicable to its activities, including, but not limited to, labor, tax, and social security laws;
c) Ensure the safety and hygiene of the workplace;
d) Not to express personal opinions on behalf of the Organization through the media, press, events, social networks, etc.;
e) Respect intellectual property, preventing the unauthorized or unlicensed use of works, programs, ideas, and products registered or patented by the organization;
f) Not disclose and/or link Insi's business name, brand, and logo in any media, such as, but not limited to, marketing materials, written, spoken, television, and electronic media, without prior authorization;
g) Comply with quality and safety standards in all its products and/or services;

h) All Suppliers shall have access only to the information and resources necessary to perform their work;
i) All Suppliers shall safeguard and protect Insi's non-public information 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 third parties or other persons unrelated to the relationship between the parties;
j) It is the Supplier's duty to ensure that the resources made available to them are used only for the purposes approved by Insi;
k) In the event of storage and/or processing of customer, employee, or financial data, or when providing services to Insi, the Third Party must comply with the General Data Protection Law and may be held civilly and criminally liable for any violations it causes.
l) Like Insi employees, suppliers, their employees, and subcontractors performing activities contracted by Insi, whether on or off Insi's premises, must comply with this Policy and the rules and guidelines set forth in the Supplier Code of Ethics and Sustainability Conduct.

DUE DILIGENCE

All relationships with Third Parties may be subject to ongoing Due Diligence, consisting of verifying and testing the integrity of third parties that provide services to Insi, as well as monitoring the risks of the relationship that may reflect losses to Insi.

Third Parties may be subject to an assessment related to their practices, maintenance and safekeeping of essential tax and fiscal documents, compliance with labor legislation, among others, in order to verify that they comply with the laws applicable to the business.

For more information, please visit our Third-Party Relationship Policy.

CONTRACTING AND PAYMENT FLOW

Insi adopts strict standards when hiring suppliers, ensuring compliance with its institutional values and meeting previously established requirements.

Suppliers are selected through a structured process that includes the analysis of multiple quotes and the technical and financial evaluation of participating companies.

In exceptional cases, when there is a need to meet specific technical requirements or competition is not feasible, the contract may be awarded directly, provided that this is formally justified and approved.

Insi values integrity and transparency in its contracting processes and, therefore, does not share proposals received from competing suppliers. Each supplier participates in the quotation process independently, ensuring equal conditions and respect for the confidentiality of the commercial information presented. This practice ensures free competition, avoids favoritism, and preserves credibility and ethics in the organization's commercial relationships.

STAGES OF THE CONTRACTING PROCESS

Purchase request and supplier selection

The need for a purchase is identified when an internal department at Insi recognizes the demand for products or services and submits a request to the Purchasing Department.

After all internal approvals, the Purchasing Department will begin the quotation and negotiation process. Negotiation and acceptance ("Agreed") may be carried out by email or telephone by the Purchasing team.

Whenever possible, at least three quotes will be collected, and a BID (internal bidding) process will be conducted to ensure the best cost-benefit ratio or the hiring of a supplier with superior technical competence, according to the specificity of the demand.

Exceptions:

When it is not possible to obtain three quotes due to specific technical requirements of the product or service, the contract may be awarded with fewer proposals, provided that this is formally justified by the requesting department and approved by the responsible Board of Directors.

Other stages of the process

When a contract is necessary:

a) Upon receipt of the selected proposal, the Purchasing Department will request the documentation from the supplier and forward it to the Legal Department for review;
b) The supplier must complete the supplier approval form on the Safe Partner platform and submit all required documentation for review and validation.
c) In the case of a bank deposit, proof of bank details in the name of the contracted company must be sent;
d) The Legal Department will review the proposal and, if necessary, prepare the contract or addendum;
e) The negotiation and signing of the contract will take place through the platform used by Insi or via email;

When a contract is not necessary:

Upon receipt of the selected proposal, the Purchasing Department will request the supplier's company details for registration, as well as updated bank details and, in the case of payment by deposit, proof of payment in the name of the contracted company.

Supplier Selection Criteria

To ensure that Insi maintains partnerships with suppliers that are aligned with its standards, the following criteria will be observed:

a) Legal Compliance: Compliance with labor, tax, environmental, and safety laws;
b) Quality: Compliance with the quality standards required by Insi;
c) Ethics and Integrity: Conduct based on ethical and transparent principles;
d) Sustainability: Adoption of responsible practices aligned with the ESG agenda;
e) Technical Capacity: Adequate structure and team to meet contractual requirements.

Payment

Insi has two distinct payment flows, depending on the contracted amount:

Purchases up to R$ 10,000.00

After completing the negotiation, contracting, and registration:

a) The Purchasing Department will create the order number, which will be sent automatically by email;
b) Payment will be conditional upon presentation of the invoice, with the order number indicated;
c) Invoices must follow the guidelines of the purchase order sent by email;
d) Payment will be made within 15 calendar days after receipt of the invoice and payment slip, unless otherwise agreed.

Purchases over R$ 10,000.00 or any type of service (regardless of value)

After the negotiation, contracting, and registration are finalized:

a) The Purchasing Department will create the order number, which will be sent automatically by email;
b) Payment will be conditional upon presentation of the invoice with the order number and signature of the contract, when applicable;
c) For single-installment payments, the terms are as follows:
   - Up to R$ 15,000.00: 15 calendar days;
   - From R$ 15,000.01to R$ 50,000.00: 25 calendar days;
   - Above R$ 50,000.00: 45 calendar days.

Note: The above deadlines will be counted from the date of receipt of the invoice and payment slip by the contractor, unless otherwise formally agreed with the supplier.

SUPPLIER PERFORMANCE EVALUATION

Suppliers will be evaluated periodically to ensure that they continue to meet Insi's requirements. The evaluation criteria include:

a) Product/Service Quality: Compliance with specifications and requirements;
b) Timeliness: Ability to meet delivery deadlines;
c) Contract Compliance: Compliance with contractual terms and conditions;
d) Customer Service: Ability to provide support and resolve problems effectively;
e) Sustainability and Social Responsibility: Commitment to sustainable practices and social responsibility.

PENALTIES AND CONSEQUENCES

Suppliers who fail to comply with the requirements of this policy or the terms of the contract may face the following consequences:

a) Formal Notification: In cases of minor non-compliance, the supplier will be formally notified to correct the situation;
b) Suspension: In cases of serious or recurring non-compliance, the supplier may be temporarily suspended;
c) Termination of Contract: In cases of serious or recurring non-compliance that is not corrected, the contract may be terminated;
d) Financial Penalties: In cases of financial loss or damage caused by supplier non-compliance, financial penalties may be applied.

POLICY REVIEW AND UPDATE

This policy will be reviewed periodically to ensure that it remains relevant and effective. Any changes will be communicated to all suppliers and employees involved. Reviews will be conducted by the Compliance Committee and Insi's Executive Board.

POLICY IDENTIFICATION

VERSÃO	2
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Questions?

Contact: insi.com