

Code of Conduct and Supplier Relations

Dynamox

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Introduction

Dynamox S.A. is a company driven by innovation and committed to responsible, transparent, and sustainable practices. We recognize that suppliers play a strategic role in achieving our results, and therefore, we expect their conduct to align with the principles that guide our operations.

This Code of Conduct sets forth expectations regarding the behavior of all parties supplying goods and/or services to Dynamox. More than a set of rules, it represents a mutual integrity pact, grounded in compliance with applicable laws, ethical business practices, and the promotion of social, environmental, and governance values.

By adhering to this instrument, the Supplier commits to act responsibly and transparently, contributing to the strengthening of relationships based on trust, respect for individuals, and risk mitigation throughout the value chain.

Purpose

To define guidelines that direct the conduct of Dynamox Suppliers, promoting ethical and sustainable business relationships in compliance with applicable legislation, human rights, and environmental protection.



Definitions

a) Supplier: Legal entity or individual that provides goods, services, or works directly to Dynamox;

b) Subcontractor: Legal entity or individual hired by the Supplier to provide components, raw materials, or services;

c) Due Diligence: Preliminary risk assessment process regarding integrity and privacy;

d) Contracting Party: Dynamox or its affiliates that enter into a contract with the Supplier;

e) Whistleblower Channel: Institutional tool provided by Dynamox for reporting suspicious conduct, ethical violations, irregularities, or legal breaches, ensuring confidentiality, anonymity, and impartial handling.



Scope and applicability

This Code applies to all levels of the supply chain, including direct Suppliers and Subcontractors, at any stage of the procurement process.

The provisions of this Code must be observed according to the nature of the contracted object and the activities effectively performed by the Supplier, being applied proportionally to the size of the organization and to the level of risk involved in the commercial relationship.

The eventual material inapplicability of a specific guideline does not exempt the Supplier from complying with the general principles of integrity, ethics, legal compliance, and socio-environmental responsibility established herein, nor from fulfilling the obligations set forth in the contract or in the prevailing legislation.

General supply criteria

Dynamox adopts clear, rigorous criteria aligned with market best practices for the selection, qualification, and maintenance of its Suppliers, service providers, and intermediaries. All third parties must participate in a quotation process and meet the following requirements:

a) Comply with technical specifications, ensure required certifications, and maintain quality controls, guaranteeing that product manufacturing and service delivery are fully compliant with applicable legislation, technical standards, and regulatory requirements, thereby ensuring the quality, consistency, and safety of the materials, services, and equipment supplied.

b) Submit proposals with fair, competitive, and market-aligned pricing, demonstrating economic responsibility and commercial viability.

c) Ensure efficient, transparent, ethical, and timely service, fostering a business relationship based on trust, objectivity, and mutual respect.

d) Maintain their own facilities in proper operating, hygiene, and safety conditions, in accordance with legal requirements and best occupational health and safety practices.

e) Demonstrate a commitment to sustainability by implementing practices that promote environmental preservation, rational resource use, and responsible waste and effluent management.

f) Act with integrity throughout all stages of the commercial relationship with Dynamox, from initial negotiation to contract termination, upholding the principles of ethics, good faith, and corporate transparency.

Business Integrity

Legal compliance

Dynamox conducts preliminary and periodic Due Diligence assessments to identify, classify, and mitigate integrity risks within its supply chain. These processes enable the categorization of Suppliers into risk levels (high, medium, or low) and ensure ethical, secure business relationships aligned with the company's values. Suppliers must keep all information related to their risk assessments up to date and readily available to Dynamox, promptly reporting any legislative, administrative, or market changes that may affect the fulfillment of contractual obligations.

Suppliers are prohibited from withholding relevant facts, manipulating audit results, or delaying the submission of documents that demonstrate legal compliance.

Anti-corruption and bribery

Dynamox maintains zero tolerance for corruption in any form — direct or indirect, public or private. This policy complies with Law No. 12.846/2013 (Corporate Anti-Corruption Law) and other applicable national and international regulations. The following are strictly prohibited:

a) Offering, promising, authorizing, granting, or accepting any undue advantage, of any nature, with the intent to influence decisions or obtain favors for oneself, third parties, or Dynamox;

b) Making facilitation payments, even of small value, to expedite routine administrative actions;

c) Any act that hinders, obstructs, or interferes with internal or external audit, control, or investigation activities related to corrupt practices;

d) Altering, omitting, or inserting false information in accounting records, tax documents, or internal controls to conceal acts of corruption or contractual breaches.

Conflict of Interest

Suppliers must always act impartially, avoiding any situations where personal, familial, emotional, financial, or professional interests may influence — or appear to influence — business decisions in favor of themselves or third parties. Accordingly, it is mandatory to disclose in advance to Dynamox any relationship falling under the following categories when related to procurement, contracting, or contract management processes:

a) Familial: Blood or marital relatives up to the third degree (spouse, parents, children, siblings, in-laws, siblings-in-law);

b) Financial or Economic: Direct or indirect participation in companies (as partner, shareholder, or executive), joint ventures with suppliers, clients, or partners, or any financial dependency between the Supplier and individuals involved in Dynamox’s decision-making;

c) Emotional or Personal: Romantic relationships, close friendships, or public animosities that may compromise impartiality in decision-making processes.

The mere existence of such relationships does not, in itself, constitute a violation. What is prohibited is the Supplier's direct involvement in decisions that may benefit them without prior disclosure and assessment by Dynamox.

Suppliers who identify a potential conflict of interest must immediately report it through Dynamox's Whistleblower Channel, which will assess the appropriate measures to be taken. Failure to disclose or deliberate concealment of such information constitutes a serious breach of this Code and may result in sanctions, including suspension of supply or contract termination.

Fair Competition

Dynamox requires its suppliers to conduct their business activities in full compliance with antitrust legislation, adopting practices based on honesty and transparency.

Suppliers must refrain from any formal or informal arrangements or agreements aimed at price fixing, market division, or manipulation of competitive conditions, as well as the unlawful exchange of competitive information, including pricing, commercial strategies, contractual terms, or purchase and sales volumes.

Participation in cartels, sharing data that may restrict free competition, or seeking undue advantages through secret agreements with other market players is strictly prohibited. By adhering to these principles, we uphold the integrity of the competitive environment and ensure that all partnerships are based on merit, quality, and added value.

Gifts and hospitality

Dynamox acknowledges the value of healthy institutional relationships and, therefore, corporate gifts, presents, or invitations are acceptable provided that the unit value does not exceed 10% of the current national minimum wage. Such items must be offered on an occasional and discreet basis, without any attempt to circumvent the established limit through splitting or dilution. Suppliers are prohibited from offering items whose individual or cumulative value exceeds this threshold, as well as any monetary advantages, such as cash or gift cards, that may constitute undue inducement. Hospitality, including invitations to events or dinners, must follow the same moderation criteria, occur in the context of institutional courtesy, and always respect transparency, with prior authorization from the responsible area at Dynamox when there is potential for a conflict of interest.



Human rights and working conditions

Employment practices

Suppliers must hire, employ, and retain workers in full compliance with applicable labor laws, as well as with collective agreements and conventions relevant to the respective professional category.
Employment contracts must be formalized in accordance with national legislation, ensuring full compliance with labor rights, including those established in collective bargaining instruments. Salaries, benefits, and working hours must be fair, aligned with local market practices and applicable collective agreements, ensuring timely payment of wages and proper recording of all hours worked.
Informal hiring, fraudulent or precarious employment arrangements, and any practices that violate rights guaranteed by collective agreements are strictly prohibited. Suppliers must maintain complete and up-to-date records of labor relations, ensuring their availability to Dynamox upon request.

Child labor

The employment of any individual below the minimum legal working age established by the laws of the country in which activities are conducted is strictly prohibited.

The hiring of adolescent apprentices is permitted only in strict accordance with applicable national legislation, with appropriate supervision, a schedule compatible with schooling, and a focus on technical and professional development.

Suppliers commit to implementing age verification mechanisms and ensuring the absence of any form of child labor exploitation within their supply chain, under penalty of immediate contract termination.

Forced labor and human trafficking

The use of any form of forced, involuntary, or degrading labor is strictly prohibited, including practices involving physical coercion, threats, punishments, debt bondage, modern slavery, document retention, or any other condition that compromises the worker's individual freedom.
Suppliers are also prohibited from directly or indirectly engaging in human trafficking for labor or sexual purposes, as well as from employing service providers who benefit from such practices. Suppliers must adopt effective measures to prevent, identify, and eliminate such occurrences within their operations and among their partners or subcontractors.

Sexual exploitation of children and adolescents

Suppliers must ensure that under no circumstances are their activities or those of their business partners associated with any form of sexual exploitation of children, adolescents, or trafficking of minors.
Any suspicions, allegations, or indications related to this criminal practice must be immediately reported to Dynamox's Whistleblower Channel and to the competent authorities, with guarantees of confidentiality, protection for the whistleblower, and full cooperation in investigations.





Compensation and working hours

Suppliers must guarantee payment of at least the legal minimum wage and comply with the provisions of applicable collective labor agreements.

Compensation must be paid punctually and transparently, and all working hours must be formally recorded, ensuring control and payment of overtime, as well as the granting of legally mandated breaks and paid weekly rest periods.

Any practice involving undue withholding of wages, abusive deductions, or the requirement of extraordinary services without proper compensation is strictly prohibited.

Freedom of association and collective bargaining

Suppliers must ensure that their workers have the right to freely associate, join unions, and participate in collective bargaining processes, without any form of intimidation, retaliation, coercion, or undue interference. They must also promote and maintain open channels for dialogue and negotiation, encouraging the peaceful resolution of labor disputes and valuing the strengthening of labor relations.

Diversity, inclusion, and non-discrimination

Any form of discrimination — direct or indirect — based on criteria such as gender, race, ethnicity, religion, nationality, sexual orientation, gender identity, age, physical or mental condition, marital status, political beliefs, or any other personal or social factor is strictly prohibited. Suppliers must foster an inclusive, diverse, and respectful work environment, ensuring equal opportunities for access, retention, and professional development.

Additionally, they must implement effective measures to prevent and combat moral and sexual harassment, as well as workplace violence, under penalty of corrective actions and contract termination.

Occupational health, safety, and environment

Suppliers must ensure safe and healthy working conditions in compliance with all applicable occupational health and safety laws and regulations.

It is mandatory to implement and update environmental and occupational health risk prevention programs, such as PPRA, PCMSO, and other related measures. Appropriate personal protective equipment (PPE) must be provided free of charge, along with regular training on emergency procedures, accident prevention, and proper use of PPE.



Environmental

Dynamox Suppliers must conduct their activities in an environmentally responsible and efficient manner, consistent with the principles of sustainable development. This includes adopting measures to prevent, minimize, and mitigate adverse environmental impacts throughout all stages of their production and logistics processes.

Suppliers are responsible for ensuring compliance with all applicable environmental legislation, including federal, state, and municipal laws, and for observing technical regulations relevant to their activities.

Environmental commitment is expected to be effectively embedded in their organizational culture, with clear goals and continuous monitoring.

Compliance and licenses

Suppliers must hold all environmental licenses, permits, and registrations required by law for the execution of their activities, and must keep them up to date and readily available for presentation to Dynamox upon request.

They must also fully comply with all legal and regulatory requirements applicable to air emissions, liquid effluent and solid waste generation, final disposal of by-products, and the preparation of environmental reports, ensuring their accuracy and traceability.

The absence of environmental licensing, non-compliance with conditions, or the provision of false or incomplete information constitutes a serious violation of this Code.

Waste, effluent, and spill management

Suppliers must implement effective waste and effluent management systems, including proper material segregation, safe storage, authorized transportation, and environmentally appropriate disposal, in accordance with current legislation and industry best practices.

Preventive controls and measures must be adopted to avoid spills, leaks, or any accidental releases into the environment, as well as rapid response and containment plans in the event of environmental incidents.

Sustainability and resource use

Suppliers must use natural resources — such as energy, water, raw materials, and inputs — consciously and efficiently, prioritizing clean technologies, processes with lower environmental impact, and the replacement of hazardous substances whenever technically feasible.

Suppliers are expected to develop and implement practices for monitoring and managing environmental indicators, aiming to reduce consumption, improve ecological performance, and meet environmental targets consistent with their operational reality.

Circular economy and climate change

Suppliers must adopt circular economy practices in their operations, such as material reuse, waste recycling, equipment life cycle extension, and reduction of waste generation. They must also develop and implement actions to reduce greenhouse gas emissions, monitor their contribution to climate change, and mitigate impacts on biodiversity.



Confidentiality

Dynamox values and protects the confidential and proprietary information of its business partners. Our employees are obligated to respect and safeguard the confidentiality of business information provided by third parties, and must not disclose it without prior authorization.

If confidential information needs to be shared, it is the joint responsibility of Dynamox and the Supplier to ensure that confidentiality agreements (NDAs) are formally executed and in effect. Access to such information must be strictly limited to individuals with a legitimate need to know.

Suppliers are encouraged to consult the Dynamox Privacy Notice, available on our website. By using our digital channels or providing personal data by any means, the Supplier agrees that Dynamox may collect, process, transfer, use, and share such data under the terms described in the notice.

Information security

Data protection and information confidentiality

Dynamox Suppliers must fully comply with applicable Brazilian legislation, particularly the General Data Protection Law (Law No. 13.709/2018 – LGPD), and adopt best practices in information security to preserve the confidentiality, integrity, and availability of data processed within the scope of the business relationship.

Suppliers must process personal data strictly within the limits established by Dynamox for the provision of the contracted service. The use of personal data for any purpose other than that required for service delivery — including training of artificial intelligence algorithms — is strictly prohibited.
Suppliers are not permitted to share personal data without prior and express authorization from Dynamox.

All information — including personal, technical, financial, commercial, and strategic data — must be protected against unauthorized access, leaks, improper modifications, and accidental or intentional destruction, ensuring that only legitimately authorized individuals have access.
Systems and assets under the Supplier's responsibility must be designed and maintained with appropriate protection mechanisms, considering the level of risk, available technological resources, and cost proportionality.

Continuity, accountability, and proper use

Suppliers are responsible for ensuring the continuity of processing critical information for Dynamox, including during emergencies, and must maintain a business continuity and disaster recovery plan that is regularly updated and tested.

The use of Dynamox systems, data, or resources for any unauthorized or unrelated purpose is strictly prohibited. All usage must be limited to the previously approved scope, and unauthorized sharing, copying, or extraction of protected content is forbidden.

Additionally, Suppliers must comply with intellectual property regulations, ensuring that there is no infringement, unauthorized reproduction, or misuse of trademarks, patents, source code, layouts, databases, or other intangible assets belonging to Dynamox or third parties.



Cloud services and subcontractor security

Supplierst hatprovidecloud-basedservicesorthatusethird-partyinfrastructure for data processing or storage must ensure, through contractual clauses and technical controls, compliance with the following minimum obligations.

a) Protection against malware and other cyber threats;
b) Regular backups and restoration testing;
c) Implementation of data encryption at rest and in transit;
d) Vulnerability management and incident response;
e) Execution of regular security audits and testing;
f) Secure deletion or anonymization of data upon contract termination;
g) Strict access control, authentication, and user identity management;
h) Collection, retention, and protection of logs and operational evidence.

Failure to comply with these guidelines may constitute a serious violation of this Code, subject to appropriate corrective measures, including termination of the contract for cause and notification of the competent authorities, as applicable.

Intellectual property

Respect for intellectual property rights

Suppliers must fully respect the intellectual property rights of Dynamox and any third parties, including but not limited to patents, trademarks, trade names, industrial designs, copyrights, software, domains, databases, utility models, and any other intangible assets protected under applicable law.
This commitment covers both the protection of pre-existing assets and the creation of new protected elements during the execution of contractual obligations.

Guarantee of non-infringement of third-party rights

The Supplier represents and warrants that the products, services, technologies, and solutions provided to Dynamox do not infringe any third-party intellectual property rights.
It is the Supplier's responsibility to take all necessary steps to ensure that its activities, as well as those of its subcontractors and partners, do not result in disputes, notices, or liabilities related to copying, unauthorized use, improper distribution, or reverse engineering of protected assets.
In the event of any infringement claim, the Supplier must take immediate action to mitigate risks, respond to the claim, and indemnify Dynamox for any direct or indirect losses and damages resulting from the violation.

Use of the Dynamox brand

Suppliers are prohibited from using, disclosing, or reproducing the corporate name, registered trademarks, logos, distinctive signs, institutional images, or any other visual or textual elements related to Dynamox, except with prior, express, and written authorization from the company.

Mention of Dynamox in marketing campaigns, portfolios, publications, case studies, digital media, or any other promotional materials is also prohibited without formal consent.

Violation of this guideline may result in civil liability and, where applicable, contractual or administrative sanctions, depending on the severity of the breach.



Monitoring, auditing, and indicators

Right to verification and access

Dynamox reserves the right to conduct audits, inspections, and other forms of verification to ensure compliance with the principles, standards, and obligations set forth in this Code of Conduct.

These actions may be initiated by Dynamox or recommended by regulatory authorities and may include on-site visits, interviews, access to systems and documents, information collection, and the application of technical, ethical, and compliance questionnaires.

The Supplier must allow broad and timely access to its facilities, records, personnel, and other resources involved in the contractual relationship, subject to a minimum prior notice of fifteen (15) calendar days, unless otherwise stipulated in the contract or in cases of imminent risk.

Cooperation and commitment to transparency

The Supplier undertakes to fully cooperate with audit and monitoring processes conducted by Dynamox, providing clarifications, submitting documents, and making data available with accuracy, timeliness, and good faith.

Whenever requested, the Supplier must present reports, certificates, operational records, and other evidence demonstrating compliance with the legal, ethical, environmental, social, and technical commitments assumed with Dynamox.

Failure to disclose, provision of false information, or unjustified refusal of access will be treated as a serious breach of this Code and may result in contractual sanctions, including termination.

Whistleblower channel and communication

Access to the whistleblowing channel

Dynamox maintains permanent communication and active listening channels with its business partners, including the Whistleblower Channel – BeCompliance, through which any individual may report, anonymously or identified, suspicious conduct, violations of this Code, contractual irregularities, or any signs of unlawful activity.

The channel is accessible via the company's official website (dynamox.net/en) and is available 24/7, ensuring confidentiality, integrity of information, and protection of the whistleblower.

Commitment to non-retaliation

Suppliers must ensure that their employees, representatives, subcontractors, and other individuals involved in their operations are aware of Dynamox's Whistleblower Channel and feel safe to report irregular conduct without fear of retaliation.

Any form of retaliation, punishment, intimidation, threat, discrimination, or unfavorable treatment against individuals who, in good faith, use the channel to report legitimate concerns is strictly prohibited.

Suppliers must implement internal mechanisms to protect whistleblowers and fully cooperate with the investigation of reports.

Open and responsible communication

In addition to the Whistleblower Channel, Suppliers may use Dynamox's institutional communication channels — such as email, phone, and technical meetings — to clarify doubts, report difficulties, or suggest improvements related to compliance, ethics, sustainability, and contractual performance.

Communication is expected to be conducted ethically, professionally, and respectfully, maintaining a commitment to transparency and collaborative conflict resolution.



Supplier responsibilities and compliance

Supplier responsibilities

Suppliers are solely responsible for ensuring that all their employees, representatives, agents, subcontractors, and partners who act directly or indirectly in relations with Dynamox are aware of, understand, and fully comply with this Code of Conduct.

Suppliers must promote training, implement internal controls, and establish policies and procedures consistent with the principles described herein, ensuring that their practices align with the commitments made to Dynamox.

Additionally, Suppliers must continuously monitor compliance with these obligations, including throughout their supply chain, and report to Dynamox any relevant fact, suspicion, or confirmation of non-compliance, systemic failure, or event that may negatively affect the integrity of the business relationship.

Reporting irregularities and risks

Suppliers must immediately notify Dynamox upon becoming aware of any irregularity, unlawful act, ethical violation, security incident, negative publicity, or significant environmental or social risk, or any other situation that may affect Dynamox's image, reputation, continuity, or interests.

This reporting obligation includes both internal occurrences within the Supplier's organization and relevant facts related to subcontractors, service providers, and other partners involved in the supply process.

Applicable measures and sanctions

Non-compliance with the provisions of this Code of Conduct may result, at the sole discretion of Dynamox and depending on the severity of the violation, in the application of one or more of the following measures:

a) Formal warning, with a request for immediate corrective actions;
b) Mandatory submission of a corrective action plan, with defined deadlines and proof of implementation;
c) Temporary suspension of supply or blocking of ongoing orders;
d) Disqualification as a Dynamox supplier;
e) Termination of the contract for cause, in accordance with the terms of the executed agreement;
f) Notification to regulatory bodies, administrative authorities, or competent judicial authorities, as applicable.

The application of corrective measures does not exempt the Supplier from liability for any losses, damages, or harm caused to Dynamox, nor does it preclude the enforcement of other sanctions provided for in the contract, applicable legislation, or current regulatory instruments.

Code review

This Code will be reviewed periodically to incorporate best practices and meet current regulatory requirements. In the event of any conflict between this Code and prior agreements or practices, the provisions set forth herein shall prevail.



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