ZOOMHOLDING

BUSINESS PARTNER POLICY

I – INTRODUCTION:

The BUSINESS PARTNER POLICY, together with the CODE OF CONDUCT and other ZoomHolding Policies, are part of its effective Integrity Program.

Specifically, the BUSINESS PARTNER POLICY encompasses the guidelines and rules that guide and regulate relationships with individuals or legal entities that interact with the companies of the ZoomHolding Group for business promotion, regardless of the legal nature of the bond or interaction.

The companies of the ZoomHolding Group expect their Business Partners to embody the values that guide its Integrity Program and to be promoters of a culture that influences all their actions and decisions.

This Policy is an integral and inseparable part of the Code of Conduct, complementing rather than replacing it. That is, both standards govern the relationships between the companies of the ZoomHolding Group and their Business Partners, with neither excluding the other.

Therefore, as compliance is mandatory, any violation of the BUSINESS PARTNER POLICY and/or the CODE OF CONDUCT or other ZoomHolding Policies may result in disciplinary measures and, depending on the case, termination of the contract or dissolution of the partnership with the ZoomHolding Group companies.

II – RULES:

1. MANDATORY COMPLIANCE AND SCOPE:

1.1 The rules set forth in this Policy govern the Contracts and Partnership Terms signed between the ZoomHolding Group companies and individuals or legal entities for business promotion, regardless of the legal nature of the bond or interaction. These may include, but are not limited to, Commercial Representation, Agency, Distribution, or Business Partnerships strictly for participation in ZoomHolding Group Sales Programs without representation or authority to act on its behalf.

1.2 The rules established in this Policy are part of the Code of Conduct of the ZoomHolding Group companies and the Contract or Partnership Term signed with them, regardless of the location, headquarters, or business segment of the Business Partner.

1.3 The obligation to comply with and observe this Policy, the Code of Conduct, and any other ZoomHolding Policies remains throughout the duration of the Contract or Partnership Term and, in the case of duties such as confidentiality, even after the termination or cancellation of the

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agreement.
1.4 Business Partners must require their employees, representatives, agents, and their own Business Partners to comply with the ZoomHolding Code of Conduct and Policies.
1.5 Business Partners are also required to comply with the Integrity Programs of Manufacturers and Suppliers that interact with the ZoomHolding Group, including but not limited to their Codes of Conduct, Policies, and other Business Partner regulations.

2. DUTY TO COMPLY WITH CONSUMER PROTECTION LAWS:
2.1 For the purposes of this Policy, a consumer is defined as any individual or legal entity, including Public Administration bodies, who purchases products or services from ZoomHolding Group companies through their Business Partners.
2.2 Business Partners are fully liable to consumers, third parties, manufacturers, suppliers, and the ZoomHolding Group companies for any violations of consumer protection laws, particularly but not limited to the duties of transparency and the provision of clear and accurate information. These must be followed from the initial advertisement and negotiations through to the drafting, signing, and execution of the contract.
2.3 Business Partners are prohibited from omitting information or providing exaggerated claims about the performance of products and services marketed by the ZoomHolding Group companies, whether produced internally or by Manufacturers interacting with them, regardless of their country of origin.
2.4 Business Partners are prohibited from omitting relevant technical information regarding the products or services offered by the ZoomHolding Group companies (whether produced internally or by third parties), or from making any statements that could mislead the client.
2.5 Business Partners are prohibited from proposing conditions or making offers that have not been officially guaranteed by the ZoomHolding Group companies or by Manufacturers and Suppliers interacting with them.

3. DUTY TO ENSURE CUSTOMER SATISFACTION:
3.1 ZoomHolding Group companies believe that customer relationships and satisfaction, grounded in ethical, legal, and socially responsible principles, are the foundation for the growth and expansion of their operations.
3.2 When customer service is part of the Contract or Partnership Term, the Business Partner is required to ensure that such service is clear, objective, and fully compliant with deadlines, technical specifications, and quality standards agreed upon with the client.
3.3 If applicable, the Business Partner must follow up with the customer until all concerns are fully resolved, and until the complete execution of the contracted scope and full customer satisfaction, within the limits of the contracted proposal. In this process, all actions and communications must be clear, truthful, cordial, empathetic, and precise.
3.4 The duty to ensure customer satisfaction must always remain within legal and contractual boundaries, as well as the ZoomHolding Code of Conduct and Policies. Business Partners may not, under any circumstances, make extra-contractual commitments involving the ZoomHolding Group companies or their Manufacturers and Suppliers.

4. DUTY OF CONFIDENTIALITY AND DATA PRIVACY:
4.1 Regardless of signing a specific agreement, the Business Partner has a duty of confidentiality

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concerning all matters, proposals, contracts, documents, and communications involving information from ZoomHolding Group companies, from Manufacturers of products or services offered by ZoomHolding, from Clients (or potential clients), or from any third parties interacting with the ZoomHolding Group. This obligation remains even after termination or cancellation of the Contract or Partnership, for any reason. Breach of this duty will subject the Business Partner to liability for any damage caused to the ZoomHolding Group, its Clients, Manufacturers, or other Third Parties.

4.2 The Business Partner must ensure that all its Employees, Representatives, Agents, and others involved in the partnership also comply with this duty of confidentiality.

4.3 The Business Partner must comply with all laws and regulations relating to personal data privacy, including but not limited to the Brazilian General Data Protection Law (Law 13.709/2018). Personal data, including that of employees and customers, may not be disclosed to third parties without the express consent of the data subject, a court order, or as allowed under applicable law.

4.4 The Business Partner may not make public statements about business, projects, or any other information related to the ZoomHolding Group companies or their Manufacturers and Suppliers without specific authorization.

5. DUTY OF GOOD FAITH AND CREDIBILITY OF INFORMATION:

5.1 Business Partners must conduct their business and interactions with integrity, ethics, and good faith, ensuring that all information and documents submitted to ZoomHolding Group companies—such as but not limited to order forms, purchase or service orders, reports, commercial proposal requests, discount or special supply condition requests—are authentic, accurate, complete, truthful, and signed by individuals with proper authority.

5.2 The Business Partner has a duty to report any condition or situation that violates the Code of Conduct or the ZoomHolding Policies and that may hinder the regular continuation of a business arrangement.

5.3 Business Partners must be aware that ZoomHolding Group companies do not engage in business that could affect their public image, credibility, or good reputation, or that of their Manufacturers and Suppliers. Therefore, it is prohibited for Business Partners to withhold information that, under the ethical and legal standards followed by the ZoomHolding Group, would prevent a business deal from proceeding.

6. BUSINESS PARTNER RELATIONSHIP WITH COMPETITORS:

6.1 ZoomHolding Group companies repudiate and prohibit Business Partners from using unethical or illegal practices to obtain and use trade secrets or other confidential information from third parties. This includes, but is not limited to, improperly requesting or receiving confidential information from clients, employees, collaborators, partners, or third parties, regardless of whether the information belongs to a competitor or a third party.

6.2 Business Partners are prohibited from discrediting the image of competitors or their products and from making false or misleading statements in an attempt to promote business.

6.3 Business Partners must comply with all applicable laws regarding competition, antitrust, and

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fair dealing in any activity carried out on their own behalf, on behalf of ZoomHolding Group companies, or on behalf of any Manufacturer or Supplier interacting with ZoomHolding, when contractually permitted.

7. AUDIT, EVALUATION AND MONITORING RIGHTS:

7.1 Business Partners acknowledge the right of ZoomHolding Group companies to conduct audits, assessments, and monitoring procedures to verify compliance with the rules in the Code of Conduct and other ZoomHolding Policies. Business Partners must cooperate with such oversight activities by submitting documents, reports, and information, and by providing access to their premises for on-site verification.

7.2 Business Partners are required to implement corrective actions identified by ZoomHolding following any type of monitoring or control mechanism. Failure to do so may result in the termination of the Partnership or cancellation of the Contract with ZoomHolding Group companies.

7.3 ZoomHolding Group companies expect Business Partners to provide effective support for any investigations conducted as part of its Compliance Program, even if the Business Partner is not the subject of the investigation.

7.4 When investigations, audits, or evaluation procedures are based on evidence of irregularities or reports received via the Communication Channel, the costs of these procedures will be borne by the Business Partner.

8. ANNEXES INTEGRAL TO THIS POLICY:

8.1 The Business Partner Policy incorporates, as if fully transcribed herein, all rules regarding legal and ethical compliance, as well as anti-bribery and anti-corruption standards, as established in ZoomHolding's Code of Conduct. Business Partners are required to strictly comply with and observe these rules in all their interactions, whether or not related to the Business Partnership signed with ZoomHolding Group companies.

8.2 Business Partners who interact with Public Administration entities must comply with the Public Administration Relationship Policies, which are also part of the ZoomHolding Integrity Program.

9. MISCELLANEOUS:

9.1 The Business Partner must respect and ensure respect—by its employees, agents, representatives, and other partners—for the intellectual property rights of the ZoomHolding Group companies and the Manufacturers and Suppliers they interact with. No partnership may be interpreted as implying ownership interest, transfer of property or rights, whether credit, material, intellectual, or of any other nature.

9.2 All prohibitions regarding corruption, bribery, and the offering or receiving of gifts, presents, meals, and courtesies outlined in ZoomHolding's Code of Conduct must be observed by Business Partners and applied equally in their relations with Employees of the ZoomHolding Group and its Manufacturers and Suppliers. Business Partners are therefore prohibited from bribing or granting illicit benefits to any employee in any form, including but not limited to money,

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negotiable securities, or payment vouchers, in an attempt to gain advantages, illicit benefits, or even to maintain partnerships with ZoomHolding Group companies and their Manufacturers and Suppliers.

9.3 The Business Partner must maintain all necessary government licenses to carry out its activities and be in compliance with labor, social security, tax, environmental, insurance, and relevant professional board obligations.

9.4 The Business Partner shall always act on its own behalf and may not, under any circumstances, act or enter into agreements on behalf of ZoomHolding Group companies or on behalf of the Manufacturers and Suppliers they interact with, except when expressly permitted by contract.

9.5 Any act committed by the Business Partner in violation of the rules set out in the Code of Conduct, this Policy, other ZoomHolding Policies, or the Codes of Conduct of Manufacturers and Suppliers interacting with ZoomHolding Group companies shall subject the Business Partner to compensation for damages caused—including damage to image and reputation—and may result in immediate termination of the Partnership or contract if, at ZoomHolding's discretion, the violation is irreparable or, if reparable, not corrected when properly notified via electronic or physical means.

9.6 In addition to the provisions of the previous clause, ZoomHolding Group companies may, depending on the violation, report the Business Partner to law enforcement and public prosecutors.

9.7 ZoomHolding Group companies reserve the right to amend the Business Partner Policy without the Business Partner's consent. The new version will be fully compiled and made available on the Zoom website and will take effect upon publication online. It is the responsibility of all parties interacting or contracting with ZoomHolding Group companies to monitor updates to the Business Partner Policy.

BUSINESS PARTNER POLICY
Zoom Holding S.A
PREPARED BY
Legal Advisory
CONCEIVED AND REVIEWED BY
Senior Management and Compliance
Version 4.0
May/2025
In the event of any changes, the text will be fully compiled in a new version.

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