

SUPPLIER & SUBCONTRACTOR STANDARDS

BLUE MOON MTC LTDA

Corporate Governance & Compliance Pack 2026

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1. Purpose

BLUE MOON MTC LTDA ("BLUE MOON" or "the Company") expects suppliers, subcontractors and other third parties performing work for or on behalf of BLUE MOON to conduct business lawfully, ethically, securely and professionally.

These Standards define minimum expectations for third parties whose goods or services may affect BLUE MOON operations, customers, information, systems or service delivery. Requirements are applied proportionately to the nature, access and risk of the relationship.

2. Scope

These Standards may apply to companies, independent professionals, technical subcontractors, engineers, service providers, cloud or technology providers and other third parties engaged by BLUE MOON.

Where a subcontractor is assigned to a customer environment, the subcontractor must also comply with applicable customer policies, contractual requirements, access controls and technical procedures communicated for the engagement.

3. Compliance with Law

Suppliers and subcontractors must comply with applicable laws, regulations, licenses, registrations and legally binding requirements relevant to the goods or services they provide.

They must not request or encourage BLUE MOON to violate law, customer obligations or Company policy.

4. Ethical Conduct

Third parties are expected to act honestly, fairly and transparently. Fraud, falsification, deliberate misrepresentation, deceptive business practices and concealment of material misconduct are prohibited.

Information supplied to BLUE MOON concerning qualifications, certifications, experience, ownership, pricing, invoices or service delivery must be accurate and supportable.

5. Anti-Bribery and Anti-Corruption

Suppliers and subcontractors must not offer, promise, authorize, request or accept bribes, kickbacks, facilitation payments, secret commissions or other improper benefits in connection with BLUE MOON or customer business.

No third party may be used to perform an act prohibited by BM-COMP-002 Anti-Bribery & Anti-Corruption Policy. Suspected improper payment requests connected with BLUE MOON business must be reported promptly.

6. Conflicts of Interest

Actual, potential or perceived conflicts that could affect objective performance or a BLUE MOON or customer decision must be disclosed.

Undisclosed personal relationships, financial interests, commissions, gifts or side arrangements must not be used to influence procurement, vendor qualification, technical approval, hiring, contract award or other business decisions.

7. Confidentiality

Third parties must protect BLUE MOON and customer confidential information and use it only for the authorized purpose.

Network diagrams, configurations, firewall rules, access-control policies, logs, credentials, certificates, vulnerability information, incident information, technical evidence, commercial information and other non-public customer data must not be disclosed, copied, retained or reused outside the authorized scope.

Confidentiality obligations continue after the engagement ends where required by contract, law or the nature of the information.

8. Information Security

Third parties with access to BLUE MOON or customer information or systems must apply security controls appropriate to the access and risk. At minimum, they must follow applicable BLUE MOON and customer security requirements.

- Use individually attributable accounts where available.
- Protect credentials, tokens, certificates and other authentication secrets.
- Use multi-factor authentication where required or supported for privileged, remote or critical access.
- Use appropriately secured devices for authorized work.
- Avoid unauthorized storage, transfer or duplication of sensitive information.
- Report suspected compromise, credential exposure, malware or unauthorized access promptly.

9. Privileged and Customer Access

Privileged access to customer firewalls, network devices, security platforms, cloud services or management systems may be used only for authorized work.

Subcontractors must not explore systems, retrieve information, make configuration changes or use access beyond the approved technical purpose. Access must not be shared with another person unless explicitly authorized.

Customer access must be returned, disabled or otherwise relinquished promptly when the assignment ends or access is no longer required.

10. Change Management and Technical Work

Technical subcontractors must follow the applicable scope, change ticket, approval process, maintenance window, implementation plan and validation requirements.

Material deviations or unexpected conditions that change the approved risk must be escalated rather than silently implemented.

Where applicable, technical work should include appropriate pre-checks, implementation control, post-change validation, evidence and rollback or recovery considerations consistent with BM-COMP-006 Quality & Service Delivery Policy.

11. Technical Competence

Third parties must provide personnel with competence appropriate to the assigned technology, role and risk. Qualifications and certifications represented to BLUE MOON or a customer must be truthful and current when stated as current.

A subcontractor must identify when assigned work exceeds its competence or authorized scope and seek guidance rather than improvising changes that could create material customer risk.

12. Data Privacy

Personal data accessed or processed through a BLUE MOON engagement must be handled only for authorized purposes and in accordance with applicable law, contract and BM-COMP-005 Data Privacy & Confidentiality Policy.

Subcontractors must not independently use customer-controlled personal data for unrelated purposes. Personal data must not be retained after it is no longer required for the authorized service unless a lawful and contractual basis requires retention.

13. Incident Reporting

Suppliers and subcontractors must promptly report security incidents, suspected data breaches, unauthorized access, loss of customer information, material technical mistakes or other events that could affect BLUE MOON or a customer.

Third parties must preserve relevant evidence, cooperate with reasonable incident-response activities and must not conceal, alter or destroy records relating to a material incident.

14. Service Quality and Evidence

Services must be delivered with professional care and in accordance with the agreed scope. Required technical evidence, status information, timesheets, invoices and completion records must accurately reflect the work performed.

Fabricated evidence, false completion statements, inaccurate time reporting or deliberate concealment of failed work are prohibited.

15. Use of Additional Subcontractors

A subcontractor must not delegate customer-sensitive or security-sensitive work to another party when approval is required by BLUE MOON, the customer or the applicable contract.

Where downstream subcontracting is authorized, the original subcontractor remains responsible for ensuring that relevant confidentiality, security, ethical and service requirements are communicated and applied.

16. Human Rights and Labor Practices

Suppliers and subcontractors must comply with applicable labor and employment laws and must not use forced labor, human trafficking, slavery, abusive labor practices or unlawful child labor.

Harassment, unlawful discrimination, intimidation and retaliation are inconsistent with BLUE MOON standards.

17. Health, Safety and Customer Sites

Third parties working at BLUE MOON or customer facilities must follow applicable health, safety, physical-security, access and emergency requirements.

Materially unsafe conditions should be reported and work should not proceed when doing so would create an unreasonable safety risk.

18. Environmental Responsibility

Suppliers should manage environmental impacts proportionately to their activities and comply with applicable environmental requirements.

Technology suppliers and subcontractors handling equipment or media must support responsible reuse, recycling or disposal and must ensure that sensitive information is securely removed before asset disposition.

19. Business Records and Invoicing

Invoices, expenses, time records, service records and other business documents submitted to BLUE MOON must be accurate, complete and supported by the underlying transaction or service.

Off-book payments, fictitious services, false invoices and intentional misclassification of payments are prohibited.

20. Due Diligence and Risk-Based Review

BLUE MOON may perform proportionate due diligence before or during a supplier or subcontractor relationship. The depth of review will depend on factors such as system access, customer exposure, data sensitivity, service criticality and contractual requirements.

Review may include identity and business verification, technical qualifications, security practices, confidentiality commitments, compliance representations, references or other information relevant to the risk.

21. Audit and Evidence

Where contractually permitted and proportionate to risk, BLUE MOON may request reasonable evidence of compliance with requirements relevant to the contracted service.

Any audit or evidence request will respect legitimate confidentiality, security and legal restrictions and will be limited to matters reasonably related to the relationship.

22. Customer-Specific Flow-Down Requirements

When BLUE MOON is required by a customer contract to impose particular security, privacy, ethics, quality or operational requirements on subcontractors, those applicable requirements will be communicated or incorporated into the subcontractor's engagement.

A subcontractor assigned to such work must comply with the applicable flow-down requirements as a condition of performing the service.

23. Reporting Concerns and Non-Retaliation

Suppliers and subcontractors may raise good-faith concerns regarding suspected unlawful, unethical, unsafe or non-compliant conduct through BLUE MOON's official business contact channels.

BLUE MOON prohibits retaliation against a person who raises a genuine concern in good faith or participates honestly in a review.

24. Non-Compliance and Corrective Action

Failure to meet these Standards may result in proportionate corrective action. Depending on severity, this may include remediation requirements, additional controls, removal of personnel or access, suspension of work, termination of the relationship, customer notification or reporting to competent authorities where required.

BLUE MOON may act immediately when necessary to protect customer systems, information, service continuity or legal obligations.

25. Acknowledgment and Contractual Application

These Standards may be incorporated by reference into purchase orders, statements of work, subcontractor agreements or other BLUE MOON contracts.

Where BLUE MOON requires formal acknowledgment, the supplier or subcontractor must confirm that it has reviewed and will comply with the applicable version of these Standards.

26. Responsibility and Governance

Overall responsibility for these Standards rests with BLUE MOON management. The Managing Director is accountable for approving the Standards, determining proportionate third-party controls and reviewing material supplier or subcontractor compliance concerns.

Personnel engaging or managing third parties are responsible for communicating applicable requirements and escalating material concerns.

27. Related Controlled Documents

These Standards form part of BLUE MOON's Corporate Governance & Compliance framework and should be read together with:

- BM-COMP-001 Code of Business Conduct & Ethics.
- BM-COMP-002 Anti-Bribery & Anti-Corruption Policy.

- BM-COMP-003 Conflict of Interest Policy.
- BM-COMP-004 Information Security Policy.
- BM-COMP-005 Data Privacy & Confidentiality Policy.
- BM-COMP-006 Quality & Service Delivery Policy.
- BM-COMP-007 Environmental & Social Responsibility Policy.

28. Review Cycle

These Standards will be reviewed at least annually and earlier following a material supplier incident, significant change in subcontracting model, customer requirement, applicable legal change or other relevant change in third-party risk.

29. Approval

These Standards become effective upon approval by BLUE MOON MTC LTDA management and remain in force until superseded by a later approved version.

Approved by:

LUCIANO IZAIAS MAGALHAES TYE
Managing Director / Sole Shareholder
BLUE MOON MTC LTDA