



monkey

## ANTI-CORRUPTION POLICY

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## 1. PURPOSE

This Anti-Corruption Policy ("Policy") is part of the Integrity Program of Monkey Serviços de Tecnologia Ltda, its affiliates and subsidiaries (jointly, "Monkey") and establishes rules to prevent acts of Corruption and improper business practices, whether in relation to private agents or public officials, in particular by virtue of the provisions of Law No. 12.846/13 (Anti-Corruption Law), Federal Decree No. 8.420/2015, and foreign rules such as the Foreign Corrupt Practices Act (FCPA) of the United States of America, and the UK Bribery Act of the United Kingdom and the United Nations Convention against Corruption ("UNCAC").

## 2. SCOPE

This Policy applies to Monkey's Employees and Suppliers, as defined below. Everyone is responsible for knowing, disseminating, and complying with the guidelines of this Policy. All Employees and Suppliers must adhere to this Policy, as set forth in the employment contract or services agreement.

## 3. DEFINITIONS

**Domestic or Foreign Governmental Authorities:** means the Brazilian and foreign government agencies, members and representatives, including regulatory agencies, public companies, public foundations, mixed-economy societies, public service concessionaires, political parties.

**Public Official or Official:** means any individual who performs a public function, temporarily or permanently, with or without remuneration, by election, appointment, designation, hiring or any other form of investiture or relationship, term of office, position, employment or public function. Equivalent to a Public Official are those who work for a service providing company engaged or agreed for the execution of governmental typically activities and members of political parties and any candidate for public office.

**Gift:** means the souvenir distributed as a courtesy, advertising, usual disclosure or upon events or commemorative dates, of historical or cultural nature, distributed in a generalized manner and of low economic value.

**Collaborators:** means Monkey's partners, shareholders, managers, officers, directors, employees, interns and young apprentices.

**Corruption:** means the act of offering, promising, giving or receiving, directly or indirectly, something to someone with the objective of persuading or influencing someone's decision making in order to obtain an undue advantage. It is important to emphasize that the simple "promise" is already deemed as corruption. The concept includes extortion (the act of forcing someone to do or not to do something, by means of threat or violence, with the intention of obtaining an Undue Advantage) and bribery (offering goods or favors to a Private Agent or Public Official with the purpose of influencing a decision in order to receive some business, contractual, regulatory or personal advantage).

**Hospitality:** means expenses such as travel payments, lodging, meals and transportation.

**Family Members:** means spouse, partner or relatives, whether blood or akin, in a direct or collateral line, up to the third degree (for example: father, mother, children, grandparents, grandchildren, nephews, nieces, cousins, uncles, fathers-in-law and brothers-in-law).

**Suppliers:** means any natural person or legal entity that acts on behalf of, in the interest of or for the benefit of Monkey, or that, by specific contract, provides services or supplies other goods, as well as business partners, including, without limitation, representatives, consultants, forwarding agents, suppliers, resellers or other service providers.

**High Risk Suppliers:** means (i) forwarding agents; (ii) lawyers; (iii) consultants; (iv) natural persons or professional companies that are granted a power of attorney to act on behalf of Monkey, in particular in the execution of contracts with third parties; (v) company having a Public Official or former Public Officials as partners or managers; (vi) those whose scope of services is to obtain licenses and authorizations with the Governmental Authorities; (vii) those hired outside the usual standards (without competition, for example); (viii) those which provide IT services; (ix) engineering companies and/or any company engaged into the civil construction industry; (x) companies with a history of frequent relationship with the Governmental Authorities; (xi) companies with a relevant history of lawsuits related to the business conducted; (xii) those that meet the definition of Politically Exposed Persons or (xiii) those indicated by Public Officials. High-risk contracts will also be deemed those that involve services exceeding One Hundred Thousand Brazilian Reais (R\$ 100,000.00) annually with any of the following payment methods: (i) by commission; (ii) in advance; (iii) by success/success fee; (iv) for third parties, as long as in a different modality from the one foreseen for the contracted company; and made abroad in exchange for services rendered by a Brazilian company.

**Money Laundering:** means economic-financial practices that aim to dissimulate or hide the illicit origin of certain financial assets or property, so that such assets appear to have a licit origin or, at least, the illicit origin is difficult to demonstrate or prove.

**Anti-Corruption Laws:** means the Law No. 12,846/2013 (Anti-Corruption Law), Law No. 8,137/1990 (Anti-Economic Crimes Law), Law No. 8,429/1992 (Administrative Improbity Law), Law No. 9,613/1998 (Anti-Money Laundering Law), as well as other anti-corruption rules.

**Bidding Law:** means the Law No. 8,666/1993 and Law No. 14,133/2021, as amended.

**Politically Exposed Persons ("PEP"):** means all persons who, in the last five (5) years, have held or exercised, in Brazil or abroad, any relevant public office, job or function, or if they have, in these conditions, family members, representatives or people of their close relationship.

**Gifts:** means any object or service for personal use or consumption having a commercial value and not included in the definition of Gifts.

**Undue Advantage:** means offering to a Public Official or a natural person or legal entity any article of any nature with the purpose of obtaining favors, advantages or facilitating the progress of negotiations, activities or operations, even if for obtaining rights provided by law, and also obtaining confidential information, including, but not limited to, cash or cash equivalents, gifts, travel, entertainment, meals, training, charitable and political contributions, and employment or consulting opportunities.

#### 4. INTERACTION WITH THE GOVERNMENTAL AUTHORITIES

Monkey strives for ethics, honesty, transparency and integrity in its relationships with the Governmental Agencies.

The relationships with people or Governmental Agencies must be guided by additional care. Therefore, all interactions and communications with the Governmental Agencies should be kept, whenever possible, in minutes and treated impersonally, without any political connotation. Meetings with Public Officials must always be conducted by at least two (2) employees of Monkey or its representatives. Electronic messages with Public Officials must have clear, objective content and preferably be addressed to at least two (2) Public Officials or, if that is not possible, at least two (2) employees of Monkey. Regardless of the minutes signature suggested by the Public Officials, every meeting with Public Officials, even if for the mere act of receiving an inspection or a visit from a bailiff, for example, must be registered internally, in a simple report, containing date, time, place, participants and a brief description of the subject, allowing for future reference when needed.

Documents to be signed with any direct or indirect Governmental Authorities or with public companies must be previously analyzed and authorized by the Monkey's Legal Department. If any person is aware of a possible conflict of interest, in particular in relations with the Governmental Authorities and Public Officials, including any contracting of Public Officials and their Family Members, Compliance must be informed immediately.

#### **Prohibited Conduct**

It is strictly prohibited to promise, offer or give money, regardless of the amount, or any other type of Undue Advantage, to any person or public or private entity with which Monkey has a relationship, directly or through Suppliers.

Monkey does not allow the offer of Undue Advantage to Public Officials, or people related to them, or to private agents, as a way to facilitate business, omit acts or obtain undue benefits and in violation of the law, including for doing business that would not otherwise be done. Any facilitation payments, understood as those paid with the objective of ensuring or speeding up the performance of routine governmental actions, even if of low value are also prohibited.

## **Inspections and Investigations**

Any investigations or inspections by the Governmental Authorities, including lawsuits, must be conducted exclusively by the Monkey's Legal Department. Other employees may only communicate with the Governmental Authorities, in this context, if oriented and authorized by the Legal Department.

## **Participation in Public Bids**

The actions of Monkey and any Employee acting on behalf of Monkey in bidding procedures must be guided by an honest and ethical attitude, with respect for the governmental principles, in full compliance with the principles and rules established in the Bidding Law.

The competitive nature of bidding procedures must be strictly respected, subject, among others, to the antitrust rules.

In the event that Monkey participates in bidding processes, contacts with the Government must follow the following guidelines:

- a) Under no circumstances any prices, proposals and business conditions may be exchanged with competitors. Informal conversations may generate conflict situations and infringe the antitrust laws;
- b) Communications must always be formal. Contact with Public Officials through messages by telephone and/or WhatsApp (or any similar applications) must be avoided, in particular the exchange of relevant business information by these means. Conversations must preferably be registered by email, always with a copy to the responsible area manager;
- c) Documents to be signed with the Government or public companies must be analyzed by the Monkey's Legal Department; and
- d) It is prohibited to offer gifts, entertainment or any other gratuity to Public Officials involved in any stage of the bidding process.

It is expressly forbidden, as provided for in the Public Bidding Law, (i) to impede, disrupt or frustrate any act of a public bidding procedure; (ii) to remove or seek to remove a bidder by means of fraud or the offering of undue advantages of any kind; (iii) to prevent, frustrate, manipulate or defraud the competitive nature of a public bidding procedure by means of an adjustment, combination or any other means; (iv) to organize, fraudulently or irregularly, a legal entity to participate in a bidding procedure or to enter into an administrative contract; (v) to obtain economic benefits or undue advantages, fraudulently, from amendments or extensions of contracts entered into with the Government, without the authorization of the law, in the bid invitation notice or in the respective contractual instruments; (vi) to manipulate or defraud the economic-financial balance of the contracts entered into with the Government.

## 5. INTERACTION WITH SUPPLIERS

Monkey seeks to establish relationships with technically qualified Suppliers that share the same ethical values, in particular with regard to the anti-corruption and anti-bribery.

### **Integrity Due Diligence**

All Suppliers that conduct business with Monkey must act with the highest level of integrity and follow the rules established in this Policy and the Code of Ethics & Conduct. The choice of Suppliers cannot be influenced by personal criteria or relationships of Monkey's Employees, solely subject to the business and technical criteria.

Prior to contracting, each Supplier must be submitted to an Integrity Due Diligence (**Attachment I**), a procedure that is supplemental to the Supplier's choice for business, technical and price aspects.

For this purpose, the area responsible for contracting must forward the Integrity questionnaire for completion by the Supplier and the completed form to Compliance for verification.

For the contracting of High Risk Suppliers, in addition to the integrity questionnaire, the foreign and national restrictive lists must be verified, which consultation will be oriented by Compliance, in addition to research by media news verified in the press.

In addition to the due diligence prior to contracting, Monkey may perform due diligences for the duration of its relationship with the Supplier to verify the integrity aspects set forth in this Policy. Monkey has the option of terminating the contract, at any time and without prior notice, if there is any suspicion of the practice of an act of corruption or any act that violates anti-corruption laws.

The contracting must be executed in writing. The Supplier must be notified, in writing, of content of the Code of Ethics and of this Anti-corruption Policy, adhering, in writing, to its content, either by contract or by its own term. The contracts must contain an anti-corruption clause and, if its inclusion is not possible, the fact must be communicated to the Legal Department for the appropriate guidance.

## 6. GIFTS & HOSPITALITY

The practices of offering and receiving Gifts and Hospitality, although legitimate and customary in strengthening the relationships between companies and customers, may be interpreted as Undue Advantage. In order to avoid such situations, the rules below must be followed:

- a) Offering and receiving Gifts and Hospitality must comply with the applicable laws and policies of Monkey and the recipient/giver;
- b) When the offer is from Monkey, it must always be on behalf of the company;
- c) In case of receiving, the individual item received as a Gift must not exceed Five Hundred Brazilian Reais (R\$ 500.00). The receipt of a Gift or Hospitality by the Employee must be informed to Compliance, even if it is within the authorized value. If the value is higher, the Gift must be refused. If it is not, it must be forwarded to the People area;
- d) No Gift or entertainment may be given or received as a condition for conducting or influencing business;
- e) The Gift or Hospitality must be appropriate, considering the position of the recipient;
- f) The offering and receiving of Gifts in cash is prohibited.

Monkey may offer Gifts and Hospitality, subject to the provisions of the marketing plan approved in the annual budget.

Only lunch or dinner invitations with business purposes are allowed, which must not exceed the maximum amount of Three Hundred Brazilian Reais (R\$ 300.00) per person. The consumption of alcoholic beverages must follow local customs and be restricted, preferably, to commemoration events. The amount must be proven through the delivery of the respective bill or receipt and expense report containing the reason for the meeting, the date, place and participants, and submitted for internal approval.

Regarding Hospitality, Monkey may accept travel invitations and/or pay for travel expenses of people with whom it has or may come to have a business relationship, as long as they are specifically related to the promotion of the Monkey's corporate purpose and activities. Monkey will not accept payment and will not pay for expenses of relatives or friends of the travel beneficiaries. Travel expenses will only include reasonable transportation, lodging and meal costs of moderate value, compatible with the people involved and/or the context of their realization. Expenses must be supported by a receipt and an expense report containing the reason for the meeting, the date, place and participants, and submitted for internal approval.

Finally, it is essential that the accounting records of the Gifts and Hospitality offered are done accurately, indicating the recipients, items and amounts spent.



## 7. DONATIONS, CONTRIBUTIONS AND SPONSORSHIPS

In all cases of donations, sponsorships and contributions, the integrity criteria of the potential beneficiary organization and its managers must be previously verified, in order to analyze adherence to the requirements of this Policy. Compliance is responsible for maintaining the documentation of the prior verification of integrity criteria.

Donations, contributions and sponsorships are not permitted in the following cases:

- a) Where they may generate reputational risk for Monkey;
- b) Where there is a conflict of interest between Monkey or its Employees and the beneficiary individual or company, and their managers;
- c) Donations with or without tax incentive and sponsorships with tax incentive that have as beneficiary, directly or indirectly, Monkey's Employees, or relatives up to the 3rd degree, except in specific cases approved by Compliance;
- d) Donations, contributions or sponsorships in exchange for favors or that appear to be made as compensation for some kind of service rendered or in violation of morals or good practices of market;
- e) Donations, contributions or sponsorships offered or promised to Public Officials, or persons related to them, who have the power to benefit Monkey directly or indirectly;
- f) Donations, contributions or sponsorships to organizations (i) that have a history of proven involvement with corruption or fraud; and (ii) are managed, directly or indirectly, by politically exposed persons or Public Officials, and whose activities are related to Monkey's business;
- g) Donations to political parties, candidates for elective office, campaign committees, coalitions or related individuals or legal entities, whether in Brazil or abroad.

All donations, contributions, and sponsorships must be approved by the Executive Director, and must be formalized between the parties. The contracts signed must contain an integrity and anti-corruption clause.

### **Contributions to associations and unions**

Contributions to associations are allowed provided the following rules are observed:

- The associative relationships are justified, foreseen in the budget, approved according to the internal scopes and formalized by means of a term or contract, which must contain the contribution amounts and the conditions for the execution and maintenance of said relationships; and
- The funds for this purpose are properly recorded in the accounting.

Contributions to employer unions must take into account Monkey's needs, in addition to complying with the parameters established by the legislation in effect. Monkey's Human Resources is responsible for gathering justifications for the respective contributions, making the budget forecast for the membership and disbursements with the unions.

## **8. CONFLICT OF INTERESTS**

A conflict of interest occurs when a person having any relationship with Monkey may be influenced to act against the company's interests, in prejudice to his/her own personal interests or those of third parties he/she knows or has any type of relationship with.

Any situation of conflict of interest, in particular situations involving business or contracts with relatives up to the second degree, Employees who have emotional relationships with each other must be communicated in advance to Compliance and to the Human Resources Department.

## **9. RESPONSIBILITIES OF THE COMPLIANCE AND ETHICS COMMITTEE**

Monkey has an internal Compliance structure, responsible for ensuring compliance with laws in force, Anti-Corruption Laws and internal policies and procedures. Monkey's Compliance is in charge of:

- a) Ensuring compliance with laws, rules of conduct and internal procedures and policies;
- b) Implementing all actions necessary to ensure an effective Compliance program;
- c) Managing, reviewing and evaluating the Integrity Program;
- d) Interacting with the other areas to identify risk situations;
- e) Analyzing the risks from time to time;
- f) Receiving, analyzing and answering internal consultations;
- g) Acting in a preventive manner against anti-corruption practices, updating the company's policies to disclose the best practices to its employees;
- h) Guaranteeing the privacy and protection of the subjects and people involved in ethical issues.

The Ethics Committee is the body responsible for receiving and treating reports and for adopting the necessary measures to ensure compliance with the Anti-corruption Laws and internal rules and procedures, in particular the Code of Ethics and this Anti-corruption Policy.

The Conduct Committee will also be responsible for clarifying questionings or requests for exceptions in the application of this Policy.

## 10. ETHICS CHANNEL

Everyone covered by this Policy has the duty to report any attitude that violates the ethical principles and standards of conduct set forth herein directly through the Ethics Channel <https://my.safe.space/company/monkey-exchange>.

All reports will be treated anonymously and confidentially by Monkey's Ethics Committee, preserving the identity of the reporter. Any retaliation against Employees and Suppliers who make reports in good faith is absolutely prohibited.

## 11. TRAINING, COMMUNICATION AND QUESTIONS

Monkey will maintain a periodic and constant communication and training plan for its Employees and Suppliers, as applicable, in order to disseminate and raise awareness of the importance of complying with this Policy and the Anti-corruption Law.

All those who join Monkey receive an initial training on anti-corruption practices and information about Monkey's zero tolerance position for these situations, as well as adhering to Monkey's Code of Ethics, via a specific joinder agreement or as provided for in the employment contract.

Any doubts, clarifications or exceptions on the application of this Policy may be sent to Compliance.

## 12. PENALTIES

This Policy must be read and followed by all Monkey Employees. In the event of breach of any term or provision of this Policy, the breaching party will be subject to corrective measures, including the potential unpaid suspension of employment, termination of employment, without prejudice to any applicable administrative, civil or criminal measures.

In the case of Suppliers, measures may be taken such as notification and even termination of the contractual relationship.

## 13. FINAL PROVISIONS

This Policy becomes effective as of the date of its publication, is valid for an indefinite period, and may be amended or updated whenever necessary.

Any change or revision of this Policy shall be submitted to Monkey's Board of Directors. Any situations of exception to this Policy shall be assessed by Compliance and, as the case may be, communicated to the Ethics Committee.

## ATTACHMENT I

### INTEGRITY DUE DILIGENCE

For contracting any Suppliers, the responsible area must mandatorily forward the Integrity questionnaire (as follows) for completion by the Supplier.

For contracting **High Risk Suppliers**, the procedure below must be followed:

1. Completion of the Integrity Questionnaire;
2. Request the Supplier to send the following information (clearance certificate):
  - National File of Companies Not in Good Standing and Suspended (*CEIS*);
  - National File of Sanctioned Companies (*CNEP*);
  - File of Private Non-Profit Institutions with Impediments (*CEPIM*);
  - National File of Civil Sentences for Acts of Administrative Improbability of the National Council of Justice; and
  - List of Companies Not in Good Standing of the Federal Audit Court.
3. Perform Integrity Due Diligence, as follows:
  - a) **Reputation research in registries and websites:**
    - Google: Check news linked with the name of the company, its partners and key-words (such as: corruption, bribery, kickback, report, Prosecuting Service, fraud, advantage, deviation, indicted, indictment);
    - International portals, as applicable:
      - U.S. Department of Treasury for the Office of Foreign Assets Control (OFAC) Sanctions list;
      - HM Treasury and Office of Financial Sanctions Implementation for consultation of the consolidated list of UK financial sanctions targets;
      - European Union or competent authorities of each European Union member state for the consolidated list of persons, groups, and entities subject to EU financial sanctions. - United Nations Security Council portal;
      - World Bank, for consultation of ineligible companies and individuals; and/or
      - FCPA Blog (Foreign Corrupt Practices Act): ).
  - b) **Reputation research with competitors**, whenever possible, seek information from third parties to verify if the Supplier has had appropriate ethical conduct.
  - c) **Reputation research with other customers**: whenever possible, seek reference in the market (indications, information from other customers).

If the warning signs described below are verified, the area responsible for contracting shall analyze each of them, including by interacting with the Supplier and requesting clarifications such as, for example, media, lawsuits and clearance certificates. Such information must be recorded in the Integrity Due Diligence Report and submitted to Compliance.

- Reputational risk: the Supplier has a history of public or private bribery practices, or has been the subject of criminal or civil actions for violation of Anti-Corruption Laws;
- Relationships with Government or Public Officials: the Supplier meets the definition of a PEP, or makes high-value and frequent political contributions to candidates and political parties, or has been recommended by a government official;
- Non-offensive compensation: the Supplier requests excessively higher commission or success fees in respect of Monkey's markets of operation, or requests significant prepayments or other substantial payments above market value; or the Supplier requests that an additional amount be added to the price and uses the extra amount to pay commission or kickbacks to other third parties; or the Supplier requests that payment be made in cash or bearer's check or to another person's account, whether individual or corporate, or to an account outside the country; or the Supplier refuses to document expenses properly; or the Supplier requests donation to a particular charity or sponsorship as a condition of providing the service;
- Insufficient skills: the Supplier has no technical experience in the intended business or does not have adequate facilities and/or teams to perform the work; and
- Non-offensive situations: the Supplier refuses to sign anti-corruption clauses in contracts, or refuses to answer the due diligence questionnaire, or refuses/creates difficulties in providing statements, among other situations foreseen in Monkey's Code of Ethics & Conduct.

After the analysis of the documents is concluded, Compliance will indicate, by email to the area responsible for contracting, if there are (i) reputational/media risks and/or (ii) propose actions to mitigate risks eventually identified.

Compliance will conduct the Integrity Due Diligence analysis, ensuring the proper segregation of duties between the area responsible for contracting and the area responsible for the evaluation.

The Integrity Due Diligence Report, as well as any and all documents and minutes generated during the due diligence process must be registered and filed in a proper directory, subject to the confidentiality of such information.

Once the contracting of a High Risk Supplier is finalized, the responsible area shall annually renew the Integrity Due Diligence of this Supplier with the support of Compliance.

\* \* \*

**Registration Questionnaire (to be filled in by the Supplier)**

1) Inform who are the legal representatives of the company

Representative 1	
Name:	
Nationality:	
CPF:	
Representative since:	[date]

2) Are any partners or shareholders government entities?

If yes, indicate company name.

Yes	No

3) If an individual partner or shareholder and legal representative:

a) Is or was a public employee of any entity, agency or sphere, including quasi-public companies?

b) Is employed by or hold any position for a political party or political campaign?

c) Has a relative (including spouse) who is or was a public employee?

d) Do you have a relative (including spouse) who holds any position for a political party or political campaign?

e) Has any relative (including spouse) ever run for political office?

Yes	No

If any of the answers is yes, fill it in:

Name:

Governmental Entity:

Name of relative:

Position:

Service performed by relative:

Period:

4) Is any partner or shareholder employed by or has any relative who is an employee of the Principal Company?

Answer: Yes/No. If yes, indicate Name and Relationship

5) Does the company have a Code of Ethics and/or Anti-Corruption Policy?

Answer: Yes/No. Provide a copy

**6) Are there trainings about Anti-corruption practices? If yes, how often?**

**7) If there is no Code of Ethics and Anti-corruption Policy, does the company have a set of formalized ethical values in some way?**

Answer: Yes/No. If yes, inform how it is disclosed.

**8) Is there a channel to receive reports in cases of corruption?**

Answer: Yes/No. If yes, inform if the channel is managed by an external company and if there is anonymity protection.

**9) Does the company have a Compliance area?**

Answer: Yes/No. If yes, inform if in an exclusive position or shared with other functions.

**10) Does the company have an Ethics Committee?**

Answer: Yes/No. If yes, inform the structure and provide a copy of its Internal Rules (if any).