



PEOPLE REQUIREMENTS FOR EXTERNAL PROVIDERS

1. GENERAL CONSIDERATIONS

It is the CONTRACTOR's responsibility to comply with all V.tal requirements and legal obligations of Labor Relations, including Health, Occupational Safety, Union and Labor Relations and Social Responsibility at the Federal, State and Municipal levels, necessary to preserve the physical integrity and health of its employees and business continuity.

Compliance with contractual requirements by CONTRACTORS is indispensable for V.tal's strategic objectives to be achieved. Fostering the culture of the "V.tal Way of Being" through its diffusion among partners also contributes to the organizational purpose, integrating stakeholders in the provision of connectivity and infrastructure solutions based on the neutral fiber optic network we share.

In order to effectively meet the responsibilities contained herein, it is the CONTRACTOR's responsibility to comply with V.tal's requirements regarding the availability of documents within the established deadlines and within the validity that show compliance with the applicable legal and specific requirements, through the means made available for this purpose.

The requirements applied to the CONTRACTOR are subject to change according to revisions made by legislation and other norms that have an impact on the scope of the services provided, and by changes in business requirements. Any change will be made by V.tal, in the case of requirements based on regulations and/or laws, without prior notice, as soon as the legislation is published in the Official Gazette.



Incorporating the commitment contained in the Corporate Policy on Occupational Health and Safety and in our Code of Ethics and Conduct, the roles, responsibilities and guidelines must be adequately fulfilled by all stakeholders, prioritizing health and safety to achieve results, encouraging self-care and collective responsibility, leading by example and investing in communication, transparency and encouragement of knowledge because we believe that we promote a safe and healthy environment.

2. REFERENCES

POL-00025 V.tal Health, Safety and Environment Policy

V.tal Code of Ethics and Conduct

Ethics and Expected Conduct for Third Parties Manual

Regulatory Standards of the Ministry of Labor

ISO 9001 - Quality Management System

ISO 26000 - Guidelines on Social Responsibility

Standard ISO 19011 - Guidelines for auditing Management Systems

Standard ISO 45001 - Occupational Health and Safety Management System

MAN_00010 Safety Catalog PPE_EPC

POP_10005 Cable Removal Safety

POP_10007 Service subcontracting with dedicated and/or exclusive labor

POP_10008 Incident Management

POP_10012 Hazardous Chemicals

POP_10018 Work at Height

POP_10021 Works in Electricity

POP_10023 SSO Risk Management

POP_10026 Confined Space Works

The UN Global Compact and its 10 Principles



3. OBLIGATIONS OF THE CONTRACTOR

It is the obligation of the CONTRACTOR, in addition to the others provided for or arising from the contract, to participate in the forums established according to the governance of V.tal, with representation of its senior leadership, namely - but not limited to these -: Kick Off Meetings, External Providers Meetings, Results Meetings, Critical Analysis and Work Committees Meetings.

The CONTRACTOR should send a copy of the documents listed in **Annex I Minimum Requirements for Labor Relations**, according to the scope, as a premise for the mobilization of its employees and effective start of the provision of services, as V.tal establishes, showing to have minimum resources related to people, infrastructure and environment. Failure to comply with the requirement will result in blocking the registrations of the CONTRACTOR's existing employees and interruption in the flow of release of new registrations. Any change in documentation should only occur with the consent of V.tal's Labor Relations area.

The creation and maintenance of the SESMT - Service Specialized in Occupational Safety and Medicine is mandatory for each establishment, **with dedicated and specific labor for the V.tal contract**, and the sharing of this labor with other customers is not allowed, considering the premises of NR 04, to be highlighted:

- Occupational safety engineers, occupational physicians and occupational nurses can be centralized in the state/establishment of the Business Unit. However, regional compositions that take advantage of summations, distorting the provisions of Table II of NR 04, are not allowed;
- The dimensioning for occupational safety technicians and occupational nursing auxiliaries/technicians must be done per job site work or work front,



that is, groupings and regional visions will not be considered in the dimensioning;

- The dimensioning of the SESMT must be carried out based on the **preponderant economic activity (CBO) in the establishment**, regardless of the main CNAE indicated on the CNPJ card. In summary, the most representative enrollments in V.tal's systems will be considered to define the degree of risk.

In compliance with the legislation, the CONTRACTOR shall maintain on the main service fronts an identification plate containing at least: scope, contract number, term and technicians responsible with indication of the registration in the class council and art number.

The CONTRACTOR must know the hazards involved in the activities to be performed, as well as the respective applicable protection layers (control hierarchy). Thus, it should never start any activity without an APR (Preliminary Risk Analysis), in order to recognize the risk and ensure the application of control measures during the execution of the activity.

The CONTRACTOR shall ensure that each performer knows and applies the items defined in the APR.

The CONTRACTOR shall maintain day and night signaling and other Collective Protection Equipment (EPC), in order to meet the legal and V.tal requirements.

The CONTRACTOR shall provide, free of charge, to its employees the collective and individual protection equipment (EPCs and PPE) necessary to carry out the activities involving risk, in line with the prescriptive of the legal programs (PGR, PCMAT, PCMSO, PCA, etc.).



As for competence, the CONTRACTOR shall also carry out training on sanitation, importance and use of PPE/EPC to all employees who come to carry out activity with risk in accordance with the provisions of NR 06, periodically carrying out tests of PPE and EPCs and presenting the certificates of compliance tests (isolation, load, integrity).

The CONTRACTOR shall acquire PPE and EPC following the premises contained in **MAN 00010 - PPE and EPC Safety Catalog.**

The use of personal protective equipment must comply with V.tal legislation and guidelines, applicable to each case. The equipment must be in good condition of conservation and cleaning, in order to safeguard its characteristics of protection to the worker. All PPE must have Certificate of Approval (CA), as determined by legislation.

In case of an occupational accident, the CONTRACTOR shall promote the issuance of CAT - Occupational Accident Report within 24 hours of the occurrence of the fact, with the e-social integrator.

The CONTRACTOR shall record, analyze, communicate and investigate incidents and accidents at work following the premises of **POP 10008 - Incident Management, in force by V.tal.**

The CONTRACTOR must prepare an Action Plan that is effective and appropriate to the root causes of the accidents in order to avoid recurrences, monitoring corrective actions and meeting the deadlines defined in the investigation.

In case of high potential occurrences, the CONTRACTOR shall also immediately notify the Labor Relations team of V.tal, in addition to the arrangements for forwarding the documents and within the deadlines mentioned in the aforementioned standard.



Note: For the purposes of this document, accidents with fatality and incidents/accidents that are characterized as high level are understood as high potential occurrences, through the methodology contained in **POP 10023 - SSO Risk Management**.

If the CONTRACTOR uses vehicles in the exercise of the contract, the following requirements must be met:

- Cranes, winches and/or strong power equipment may only be driven by authorized and qualified persons;
- Keep the Preventive Maintenance Plan updated, with due collection of ART;
- Ensure preventive maintenance of its fleet of vehicles or vehicles in service of V.tal, ensuring that all vehicle safety items are in perfect operating condition, and must always present a good aspect of hygiene and cleanliness;
- Meet all CONTRAN requirements;
- Ensure, when applicable, the adaptation of ladder transportation according to CONTRAN and V.tal requirements;
- In case of cargo transportation in passenger vehicles, it must not endanger people or cause damage to public roads, so keep materials properly organized in the trunk of the vehicle, in addition to ensuring that the weight of the cargo is not greater than specified in the manual;
- Ensure, when transporting people in a truck, that it is done in a specific compartment of the vehicle, in order to protect them from the cargo transported as determined by CONTRAN;
- Signal activities on public roads with 05 (five) cones for small vehicles and 10 (ten) cones for large vehicles (Kombi, Truck, among others) or greater quantity according to the risk assessment of the workplace, including adopting auxiliary signaling, if necessary, such as plates, points, etc.

Note: The signaling of activities on public roads consists of a set of signs and devices with their own visual characteristics, whose main function is to ensure safety of users



and workers and the fluidity of the activity in the affected location, always taking into account the risk analysis of the activity.

With respect to activities involving electrical installations and in their vicinity, the CONTRACTOR must follow the provisions of **POP 10021 - Works in Electricity**.

Employees who intervene in electrical installations energized with high voltage must receive safety training, specific to safety in the Electric Power System (SEP) and in its vicinity, with minimum curriculum, workload and other determinations provided for in NR 10.

The CONTRACTOR must also carry out a study, dimensioning and make available to its employees work clothes that include conductivity, flammability and electromagnetic influences.

For all activities with electrical risks, the contractor must guarantee zero energy. If there are occasions where it is not possible to obtain the zero energy state, a safe operational standard must be prepared including the steps: preparation, communication (initial, final and between teams), signaling, area isolation, risks/hazards, control measures, return to operation, responsibilities, steps of the activity until release. And in this case, the issuance of the work permit and the preparation of a specific risk analysis will be mandatory.

With respect to activities involving work in confined spaces and services involving high-voltage energized circuits, the CONTRACTOR shall ensure that they are NEVER performed individually.

For activities involving work with a serious and imminent risk, such as hot services, exposure to non-routine height, in telephone towers, in power substations, confined spaces, or others that present high potential, the CONTRACTOR must issue the



potential, the CONTRACTOR must issue the Work Permit, according to the model prepared by V.tal.

For activities where there is the handling or disposal of chemicals, such as diesel oil (services with Diesel Engine Generator Sets, for example), the CONTRACTOR shall promote training on the safety precautions recommended in the MSDS (Chemical Product Safety Information Sheet), training as recommended in NR20 and follow the provisions of **POP 10012 - Hazardous Chemicals**, being expressly prohibited the storage of this type of product in V.tal facilities without formal approval, through design, of its Labor Relations and Equity Boards.

The CONTRACTOR shall maintain and operationalize a Solid Waste Management Program (PGRS) with ART collected by a technical manager in order to meet the requirements of Environmental Legislation.

For activities where there are welding and hot cutting operations, the CONTRACTOR shall promote Hot Work Safety training and provide all PPE and EPCs necessary to perform the activity.

For activities involving telemarketing and telecare, all employees must receive admission training with a workload of 4 hours and recycling every 06 (six) months, meeting the guidelines of NR 17.

For works, reforms and services related to civil construction, the CONTRACTOR shall meet, in addition to these Normative Requirements, NR 18, promoting admission training with a workload of 6 hours, before all workers start their activities.

V.tal may carry out, without prior notice, inspections in the CONTRACTOR's work areas, communicating and requesting the person responsible for monitoring and supervising the service, immediate correction of the irregularities found. When



the non-conformity with the legislation in force, the safety standards or the evidence of conditions that expose people to serious and imminent risk is verified, V.tal through its representatives (SESMT or any other representative), reserves the right to stop/immediate interdiction of the activity, until the appropriate measures are taken to regularize the situation, regardless of compliance with the schedule of the work/service in execution.

The CONTRACTOR shall promote appropriate preventive and/or corrective actions regarding non-conforming items identified in field inspections and qualification assessments of suppliers and service providers.

For activities involving air network services, the CONTRACTOR shall observe the provisions of **POP 10018 - Works at Height**.

For activities involving services in underground boxes, the CONTRACTOR shall observe the provisions of **POP 10026 - Work in Confined Space**.

For activities involving battery rooms, high voltage and power substations, the CONTRACTOR shall observe the provisions of **POP 10021 - Works in Electricity**.

For road activities, the provisions of NBR15292 must be observed, making it mandatory to use uniforms with reflective tracks.

For planning and operational control, the CONTRACTOR must keep the operational inventories applicable to its scope up to date and send them to V.tal on a monthly basis:

- Equipment and cargo handling: inventory of cargo handling accessories, truck and trailer inventory, inventory of forklifts and handlers, inventories of mobile equipment and industrial vehicles, inventory of cranes and inventory of manual and electric hoists.
- Confined space.



- Working at height: scaffolding inventory, seat belt inventory, stair inventory, guardrail inventory, and mobile lifeline inventory.
- Other: electrical installations inventories, driver inventory, pest and vector inventory, chemical inventory, machinery protection inventory, hot service inventory, LPS inventory (Atmospheric Discharge Protection System).

The CONTRACTOR shall designate a Technical Assistant to effectively monitor the entire process related to legal claims related to Health, Occupational Safety, Union and Labor Relations, and Social Responsibility issues, accompanying the expertise, preparing the Expert Report and contesting the Expert Report designated by the Judge, if applicable.

For copper cable removal activity, whether underground or overhead, the CONTRACTOR must follow the provisions established in **POP 10005 - Cable Removal Safety**.

4. SOCIAL RESPONSIBILITY

Aware of its relevant social role in promoting connectivity and consequently technological development, V.tal shares with its network of partners the responsibility for the impacts caused on society and the defense of ethical and transparent behavior by promoting democratic and informative spaces about its process and sharing the requirement of legal compliance and internally recommended behavioral norms.

Therefore, the CONTRACTOR must preserve the image and reputation of V.tal, in its relationship with the company, its customers, suppliers, competitors, partners and other interested parties. The established ethical standards and compliance standards must be respected in favor of the efficiency of processes and



strengthening a culture of risk management for sustainable continuity of the company's business:

- With regard to privacy, the use of confidential information must be exclusively for professional purposes and within the activities and services established in the contracts;
- With regard to society, by recognizing diversity as a source of culture, it is unacceptable to manifest discrimination and prejudice by race, origin, sex, age, religion, sexual orientation, physical and mental disability, among others, and manifestations involving violence of any kind or harassment are not allowed. The CONTRACTOR must demonstrate actions to prevent any type of harassment with the people allocated in the provision of service;
- With regard to health and safety, contractors must take care of these matters and the well-being of their employees through internal actions and follow rules and regulations of Hygiene, Safety and Occupational Medicine as well as the contractual requirements related to the matters including, but not limited to, the supply of adequate and sufficient Personal and Collective Protection Equipment and the conduct of studies and preparation of documents that demonstrate the management of environmental risks;
- With regard to the environment, contractors must value the sustainability and appropriate management of natural resources, such as the use of water and energy in a conscious manner, together with the reduction of greenhouse gas emissions, in addition to efficient management of their waste. They are also encouraged to seek new technologies capable of minimizing impacts on the environment, improving life in the communities in which we operate. Third parties must cooperate with compliance with environmental legislation to which the company is subject following current regulations.



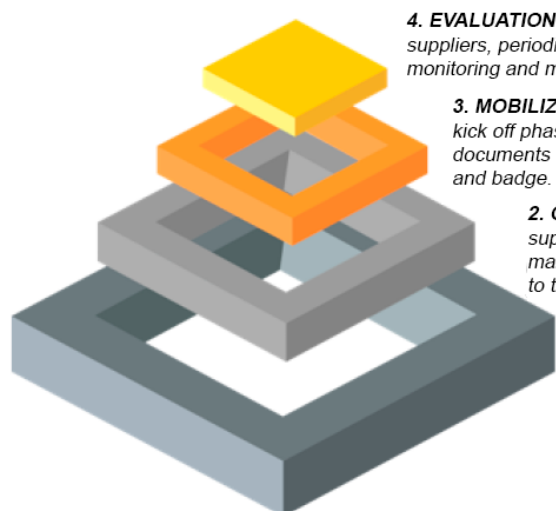
The CONTRACTOR must prevent and combat practices with which V.tal does not condone such as child, slave, forced or compulsory labor, as well as combat the sexual exploitation of children and adolescents.

The practice of bribery and any behavior unethical or contrary to the anti-corruption laws applicable to V.tal is prohibited.

The CONTRACTOR may not have employees at the service of V.TAL who are also at the service of V.TAL through another contractor.

5. THIRD PARTY MANAGEMENT

In order to comply with legislation and ensure the ability of suppliers to comply with contractual requirements, V.tal has a Third Party Management process - represented below - through which supplier information is analyzed and undergoes adequate diligence and verification in order to identify any restrictions on the initiation or maintenance of the relationship with the company.



4. EVALUATION: It embarks on the contract management phases through 2nd party audits on critical suppliers, periodic evaluations, compliance management, contractual notifications, with the objective of monitoring and measuring the performance of suppliers.

3. MOBILIZATION: This is the onboarding stage for the company and employees. It includes the kick off phases, approval of basic documents, licenses and authorizations, as well as specific documents of a labor and legal nature for employees, with the consequent issuance of registration and badge.

2. QUALIFICATION: Consists of the systemic evaluation of proposals linked to critical suppliers mapped in the approval phase. In this phase, the capacity and technical and management musculature to meet the assumptions and particularities of the scope in relation to the Management System of V.tal are evaluated.

1. APPROVAL: The supplier approval process consists of creating the corporate Vendor List.



5.1. Subcontracting

It is noteworthy that any and all subcontracting of services not authorized by V.tal is prohibited and applicable to contractual sanctions, with the flow to the subcontracting process determined in the **POP 10007 procedure - Subcontracting of service with dedicated and/or exclusive labor**, with the objective of mitigating the risks involved.

In case of subcontracting eventually signed by the CONTRACTOR, the clauses contained herein will be extended to the subcontracted company, with the CONTRACTOR remaining solely and directly responsible to V.tal for meeting these requirements.

Subcontracts may be authorized by V.tal as follows:

- Below 90 days - Release directly with the Equity team, according to the company's procedure, and the CONTRACTOR must signal when the activity involves risk, according to V.tal's classification, or performed in a restricted area.
- Above 90 days - It lacks the approval of the subcontracted company and issuance/signature of Subcontracting Commitment Term according to the company's procedure.

5.2. Evaluation

As determined in the qualification stage and from framing in the matrix of risks related to Labor Relations, the CONTRACTOR may go through periodic cycles of evaluations through second party audits carried out by the V.tal team. In case of identification of non-conformity and opportunities for improvement, an Action Plan will be requested from the supplier and the risks identified will be shared with the



Boards involved, including the Supply Board, aiming to encourage continuous improvement.

The Supplier Compliance Index (ICF) measures, based on a diagnostic methodology standardized by V.tal, the CONTRACTOR's performance in its contractual relationship with V.tal, being an instrument for risk prevention and business continuity.

The objectives of the evaluation are:

- a)** Establish objective and transparent criteria for supplier evaluation;
- b)** Create conditions to maintain long-term contractual agreements;
- c)** Identify opportunities for improvement in the provision of the service;
- d)** Recognize partners with good performance;
- e)** Preserve the image and relationships with the community and our Customers;
- f)** Permanently check situations that generate possible labor actions and occupational accidents;
- g)** Add value to our production process by demonstrating concern for the supply chain, sharing our culture and actions for the well-being, health and safety of our partners, promoting the continuous improvement of the process as a whole.

5.2.1. *General Provisions of the Supplier Assessment*

- a)** Cycle: It is the period of time in which the evaluation occurs, having its beginning and end signaled to the respective CONTRACTOR.
- b)** Evaluation: It is composed of field inspection of the working conditions of the employees involved in the contractual purpose, using the standardized checklist and face-to-face and/or remote analysis of documents referring to the employees' working relationship with the CONTRACTOR.



The evaluation methodology is based on V.tal's management requirements, legal requirements applicable to the scope of the contract, and labor requirements, and is subject to periodic review according to changes in such requirements. For legal requirements, it is up to the CONTRACTOR to maintain routine identification, evaluation and service according to publications in the Federal Official Gazette. In relation to V.tal's management system, the CONTRACTOR shall assume all requirements as soon as the contract is signed.

The CONTRACTOR shall forward to V.tal, all documentation pertinent to the evaluation according to the scope of the service contract, in the form and in the time established by V.tal.

The field inspections to evaluate operational control and safety conditions at work may take place at any work front being executed by the CONTRACTOR in the national territory.

Audit planning and scheduling are conducted following the assumptions of ISO 19011.

ICF Note: The result of the supplier's performance in the evaluation will be translated into a specific score limited to 100%.

Action Plan: Based on the NC - Non-Conformities and IO - Improvement Opportunities detected during the evaluation, it will be up to the CONTRACTOR to prepare an Action Plan that lists all the aforementioned NC and IO and their consequent corrective and preventive actions, to remedy/mitigate the root cause of the risk as soon as possible. The CONTRACTOR shall forward the Action Plan within the period defined in the procedures of V.tal.

According to the grade assigned through the evaluation, the CONTRACTOR will be subject to the application of measurement retention, as shown in the table below. The block will be applied to the annual value of the contract (January to December)



and retained from the CONTRACTOR evaluated, nationally, in the measurement to be paid after the disclosure of the note. The amount withheld must be limited to a maximum of R\$1,000,000.00, without prejudice to other sanctions provided for in the contract.

Performance	Note	% Retention
Unsatisfactory	0 to 49	3.0%
Regular	50 to 69	1.5%
Good	70 to 89	0.0%
Excellent	90 to 100	

Blocks may be reversed in investments of the CONTRACTOR, specifically to improve its Integrated Management System (IMS), treatment of non-conforming items, excluding the commitment to legal compliance and contractual obligations of Health, Safety and Labor Relations. The item may be applicable provided that there is no Major Non-Conformity (ISO19011 Criterion) in legal and contractual requirements or fatal accident in the current cycle, where the causes of the occurrence of the fatal accident indicate the CONTRACTOR's responsibility, occurred in the service provision activities for V.tal. Only investments promoted by the CONTRACTOR within the current cycle will be considered, immediately after the disclosure of the note. The CONTRACTOR shall create mechanisms / means of proof and validate with V.tal the compensation process mentioned through records such as technical reports and acquisition invoices, and shall be validated by V.tal's Operations, Contracts and Labor Relations teams.

When applicable, in addition to the penalties provided for in the contract and in this annex, in the event of a fatal workplace accident, and/or permanent disability, in which the causes of the occurrence indicate and/or are the responsibility of the CONTRACTOR, occurred in the activities of service provision and/or supply as provided for in the purpose of the contract, the value of the contractual fine will observe the following grading, for each fatality/permanent disability, cumulatively



and will be calculated on the annual value of the Contract (January to December), according to the progressive table applicable as follows :

Contract Value		Progressive Penalty		
From	To	1st Fatality and/ or permanent disability	2nd Fatality and/ or permanent disability	3rd Fatality and/ or permanent disability
Up to R\$ 799.000		10%	12%	14%
R\$ 800,000	R\$ 1,999,000	4%	6%	8%
R\$ 2.000,000	R\$ 5,999,000	3%	5%	7%
R\$ 6,000,000	R\$ 15,999,000	1%	3%	5%
From R\$ 16,000,000, onwards		1%	3%	5%

The CONTRACTOR shall fully comply with all other obligations in this instrument, as well as the execution deadlines. In the event of non-conformity with any of the aforementioned obligations, the penalty provided for in the contract shall apply.

6. NOTIFICATIONS

Contractual notifications issued to the CONTRACTOR of the Labor Relations topics must be immediately addressed and answered with the proper solution and correction of the root cause of the contractual non-conformity within a period of up to 03 (three) business days. After this period and in the scenario of a continuing non-conformity, the CONTRACTOR will be subject to the application of sanctions eventually provided for in the contract.

Recurring non-conformity of open notifications will be automatically passed on to contract management administration who may consider them in the penalty calculation.



Action plans generated as a result of notifications will be treated independently and without prejudice to the response period or penalties eventually applied, as well as the other obligations arising from the provision of service.

7. FINAL PROVISIONS

V.tal may periodically carry out inspection/audit to verify compliance with these provisions, legislation and/or applicable requirements by the CONTRACTOR, resulting in case of non-conformity, contractual notification and in case of non-resolution resort to penalties provided for in the contract.

The CONTRACTOR shall maintain and ensure that all access to systems, software and/or Labor Relations platforms assigned by V.tal are used and permanently updated according to procedures and regulations, not allowing the sharing of passwords or use other than the contractual purpose.

V.tal may, at its discretion, determine the stoppage of any service, when it deems that the working conditions are not being met, and this action cannot serve as justification for any delay in the performance of the service by the CONTRACTOR nor the release of the payment of penalties, contractually provided for;

If, in the investigation of accidents, malice, imprudence, lack of skill or negligence on the part of the CONTRACTOR is characterized by the V.tal Labor Relations Board, the CONTRACTOR will suffer the penalties foreseen in the contract.

V.tal, at its sole discretion, may change this document, with regard to V.tal's procedures, and inform the CONTRACTOR with the due period of adjustment.



The CONTRACTOR may establish contact with the Labor Relations Board of V.tal through PP-RelacoesdoTrabalho@V.tal.com.

SUBANEXOS

Sub-Annex I - Minimum Labor Relations Requirements;

Sub-Annex II - MAN_00010 PPE_EPC Safety Catalog

Sub-Annex III - Minimum content for the preparation of PCMSO and Assumptions for the preparation of the PGR.