PRIVACY POLICY

1. OBJECTIVE

This Privacy Policy ("Policy") is made available by the Unimetal Group ("Unimetal"), to inform and clarify the practices adopted by the company regarding the commitment to the protection and security of personal data involving the collection, use and other forms of data processing.

The Unimetal Group is committed not only to complying with the formalities imposed by the Brazilian Law No. 13,709/2018 – General Data Protection Law ("LGPD"), but to its spirit, which is why it attaches great importance to the correct, legal and appropriate use of personal data, respecting the rights, privacy and trust of Data Holders, as understood by their customers, suppliers, service providers, business partners and employees.

In compliance with the principle of transparency, as well as best privacy practices, the Unimetal Group makes this Policy available so that interested parties are aware of the ways and purposes in which we process personal data.

2. PURPOSE OF USE OF PERSONAL DATA

The types of personal data and the way in which the Unimetal Group collects it depends on the type of relationship established, as noted below:

- 1. Processing of personal data related to the use of our websites, applications, and online services.
- 2. Processing of personal data related to your commercial relationship with us.
- 3. Processing of personal data for customer satisfaction surveys.
- 4. Processing of personal data related to your employment, internship, or your application for any position.
- 5. AUTOMATIC DATA COLLECTION

When accessing the Unimetal Group website, automatic data collection is possible, through cookies, comprising the following: IP – Internet protocol, browser type, operating system, number of visits, language, date and time of access and pages visited. To find out more about how we use cookies, visit our <u>Cookie Policy</u>.

3. DATA SHARING

In carrying out our legitimate activities, we may share data with contracted third parties, responsible for the maintenance, development, security, processing, and storage of data. Considering that in these situations we sign confidentiality and compliance contracts with the General Data Protection Law – LGPD.

Unimetal has a solid data privacy governance program and, under no circumstances, does it sell personal data or share it with third parties without a legitimate purpose or in violation of applicable legislation.

The data of employees, employee's dependents, interns, and candidates who participate in our selection processes may be shared with contracted third parties responsible for part of the selection process, benefits providers, suppliers for evaluating health and safety, and government authorities.

Data from sales transactions carried out with customers may be shared with financial institutions for the purpose of processing bank collections or closing foreign exchange contracts.

4. DATA SUBJECTS' RIGHTS

The General Data Protection Law guarantees a series of rights related to you, owners of personal data. In this sense, you have the right to request, at any time and upon request, the following:

- 1. Confirmation of the existence of processing of your personal data.
- 2. Access to data.
- 3. Correction of incomplete, inaccurate, or outdated data.
- 4. The anonymization, blocking or deletion of unnecessary, excessive, or processed data that does not comply with the LGPD.
- 5. The portability of data processed by Unimetal to another service or product provider, observing commercial and industrial secrets.
- 6. The deletion of data processed based on consent, a requirement which Unimetal may refrain from complying with if it falls within one of the 4 (four) exceptions provided for in article 16 of the LGPD.
- 7. The revocation of your consent to the processing of personal data.
- 8. Information about the public and private entities with which Unimetal shared the data.
- 9. The review of decisions made solely based on automated data processing and that affect your interests, including decisions aimed at defining your personal, professional, consumer and credit profile or aspects of your personality.

5. DATA RETENTION TIME

In general, personal data processed by Unimetal remains stored for the duration of your relationship with our organization, or for the time necessary for Unimetal's legitimate purposes as data controller. Personal data that is relevant to legal and accounting obligations will be retained for the time necessary as established by the respective applicable legislation.

6. INFORMATION SECURITY

Unimetal stores personal data on its own and third-party servers, being fully committed to security and making the necessary effort to preserve the integrity and privacy of personal data.

We seek to adopt modern technical and administrative measures, capable of protecting personal data from unauthorized access and accidental or unlawful situations of destruction, loss, alteration, disclosure, or any form of inappropriate or unlawful processing.

7. CONTACT TO PROCESS PERSONAL DATA

Any communication you wish to address to Unimetal regarding the processing of your personal data, we ask that you contact the Data Protection Officer (DPO).

When contacting us, aiming for the security, confidentiality, and inviolability of data, we may ask you to provide us with additional information or carry out a procedure capable of confirming your identity.

Data Protection Officer (DPO): Mr. Judson Firmino. Contact email: <u>ja.firmino@grupounimetal.com.br</u>

8. REVIEW OF PRIVACY POLICY

The terms of this Policy may be updated or adapted from time to time to reflect our activities, as well as to always comply with applicable data protection laws and best privacy practices.

9. LEGISLATION, MEDIATION AND JURISDICTION

This Policy will be governed, interpreted, and enforced in accordance with the laws of the Federative Republic of Brazil, regardless of the conflicts of these laws with the laws of other countries.

The Unimetal Group, from now on, reserves the right to appoint the CIESP/FIESP Conciliation, Mediation and Arbitration Chamber as the Mediation Chamber capable of resolving issues involving data processing, including any incident of individual leakage of Personal Data or unauthorized access, in accordance with article 52, §7 of the General Data Protection Law (Law n° 13,709). In this sense, the preliminary use of Mediation as a method of resolving conflicts is imperative, and if this does not result in an agreement between the Controller and the Holder, the Sorocaba/SP District Court will be competent.

TERMS OF USE

1. TERMS OF USE

Access to or use of the website is offered by Grupo Unimetal to the user ("you"), and is subject to your acceptance of these conditions. The terms "company", "we" and "our", when used in these Terms of Use, mean the Unimetal Group, its controlled companies, and affiliates.

2. ACCEPTANCE OF TERMS OF USE

By using this website or accessing any information, you agree to these Terms of Use and the actions we take regarding the processing of personal data in our Data Privacy Policy and Cookies Policy.

In this sense, you will only be able to use this website and its services if you agree to comply with and accept such conditions. If you do not agree, do not use the website, or even download any material.

These Terms of Use constitute a legal agreement between the Unimetal Group and you in relation to the use of this website. Therefore, any prior agreements and understandings regarding the use of this website are strictly rejected and superseded by these Terms of Use.

3. CHANGES TO THESE TERMS OF USE

We reserve the right, in our sole discretion and without prior notice, and at any time, to add, change, or remove any part of these Terms of Use. It will be your sole responsibility to review these Terms of Use before using this website.

All updates and changes to these Terms of Use become effective immediately upon publication. Your use of this website following any changes to the Terms of Use or the Data Privacy Policy and Cookies Policy indicates that you accept and agree to such changes.

4. PROVISION OF WEBSITE SERVICES

The Unimetal Group may suspend the operation of this website at any time. Due to the nature of computing and internet systems, the Unimetal Group will not be responsible for any unavailability of the website.

5. USER DUTIES

When using the services of this website, you may not act with the intention of:

Violate any legislation.

Upload viruses or any malicious computer programming file that may damage, intercept personal data, interfere with the proper functioning of the website, or disseminate any type of information.

iii. Copy any material from the website for any purpose that is not expressly authorized.

Attempt to gain unauthorized access, attack, interfere, damage, or disrupt the operation of all or part of the website.

Distribute unsolicited advertising, known as spam.

Attempt to obtain sensitive information or identifying data from other users of the website.

6. RESTRICTED ACCESS

Access to some website resources that may be available on this website may require prior registration and the use of a password. This condition ensures that the use of the website offers individual, correct, current, and complete information.

You agree that all information you provide to register on this website, including but not limited to the use of any interactive features, is governed by our Data Privacy Policy and Cookie Policy, and you consent to all actions we take in relation to the processing of personal data.

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If you have been provided with a user account and password or any other information that may form part of our security procedures, you have a duty to treat this information as confidential, and you are responsible for such protection. You agree that you will be responsible for acts or omissions that occur with your account and to immediately notify us of any access, unauthorized use of your username, or any other breach of security. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if you have violated any provision of these Terms of Use.

7. THIRD PARTY WEBSITE

Our website may contain links to third party websites, which are provided solely for your convenience. These sites are not operated or controlled by us, and therefore, we are not responsible for the compliance of these sites with applicable laws, regulations and Privacy Policies.

Therefore, the Unimetal Group has no liability to you for any damages or losses caused as a result of your access to or use of these websites.

The availability of a third-party website linked to our website does not imply acceptance of the Terms of Use or Data Privacy Policy of the linked website, nor do we make any guarantees regarding the websites that you can access through our website.

8. RESPONSIBILITIES AND GUARANTEES

We have the exclusive right, but without any obligation, to refuse, modify, or remove any material sent or published on the website and to terminate, change, or suspend any aspect of our website at any time, without prior notice, without this characterizing any responsibility to you.

Furthermore, we are not responsible if, by chance, for whatever reason, all or part of the website is unavailable at any time or for any period.

9. INTELLECTUAL PROPERTY

No rights to intellectual property are granted to the user, nor should any authorization of rights to company names, patents, brands, logos, product names, registered trademarks, commercial images, or images of our units be implied, as they are the property of Unimetal Group.

The partial or full content of this website should not be interpreted as free to use for copying, redistribution, or publication without prior formal permission from the owner, considering that such actions are strictly prohibited.

10. DATA PRIVACY POLICY

The Unimetal Group reaffirms its commitment to the protection and security of personal data, involving the collection, use, and other forms of data processing, in accordance with applicable legislation, to the Brazilian Law No. 13,709/2018 – General Data Protection Law ("LGPD"), and provides such information and clarifications in its Data Privacy Policy and Cookies Policy.

11. REPAIR IN CASE OF IMPROPER ACCESS OR USE

You agree to indemnify and exempt the companies of the Unimetal Group, our affiliates, and controlled companies from any liability, loss, claim, damage, fine, penalty, cost or expense, and legal fees related to your violation of these Terms of Use or our Policy of Data Privacy due to your improper access or use of our website.