Rules and Parameters of Conduct

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INTRODUCTION

Genial Investimentos Corretora de Valores Mobiliários S.A. (“Genial Investimentos”) and **Genial Institucional Corretora de Câmbio, Títulos e Valores Mobiliários S.A. (“Genial Institucional”)**, hereinafter referred to interchangeably as “Genial”, are participants in the exchange and organized over-the-counter markets operated by B3 S.A. – Brasil, Bolsa, Balcão (“B3”) and Balcão Organizado de Empresas Emergentes (“BEE4”) (the “Organized market operators”).

Through this document, Genial establishes its Rules and Parameters of Conduct (“RPA”), which govern the receipt, recording, rejection, validity period, priority, execution, trade allocation and cancellation of its clients’ orders, as well as the procedures for the settlement, clearing and custody of securities traded on B3 and BEE4, in accordance with the regulations of the Securities and Exchange Commission of Brazil (“CVM”), B3 and BEE4.

The information contained in the RPA has been prepared in accordance with the B3 and BEE4 trading manuals, ensuring that all items presented are directly related to the operating procedures of these two markets. Accordingly, the content reflects the established guidelines, rules and practices, ensuring alignment with the standards required for the performance of these activities.

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1. CLIENT REGISTRATION AND IDENTIFICATION

The procedures for Client identification, registration and ongoing maintenance shall be governed by applicable regulations and legislation, particularly CVM Resolution 50/2021, which addresses the prevention of money laundering, terrorist financing and the financing of the proliferation of weapons of mass destruction (PLD/FTP), and CVM Resolution 35/2021, which establishes rules and procedures to be observed in securities transactions carried out on regulated securities markets.

Before commencing transactions on organized securities markets, the Client shall provide all information requested by Genial by completing the registration information and submitting copies of supporting personal identification documents, if requested.

The Intermediation Agreement for Transactions in Markets Operated by organized market operators and its Annexes (the "Agreement") govern the principal rights and obligations of Genial and of the B3 Client. The Agreement, attached to this RPA and updated in accordance with the regulations and circular letters of the organized market operators, automatically becomes valid and binding upon Genial and the Client as soon as the Client carries out any transaction intermediated by Genial with the organized market operators or in any other organized or unorganized over-the-counter markets.

In compliance with the requirements of CVM Resolution 50/2021, registration information is updated at intervals ranging from a minimum of 12 (twelve) months to a maximum of 60 (sixty) months, depending on the assessment of the client.

If the registration information is not updated within the periods established by Genial, the account may be blocked from entering into new transactions until the registration information is duly updated.

As part of the client identification and registration process, Genial requests the following information, among other mandatory data:

(i) Type of client;

(ii) Client's occupation and/or line of business;

(iii) Investment profile (*Suitability*);

(iv) Identification of politically exposed person ("PEP") status;

(v) Identification of Connected Person status, pursuant to applicable regulations;

(vi) Identification of the ultimate beneficial owner(s);

(vii) Identification of "US Person" status for purposes of FATCA (*Foreign Account Tax Compliance Act*) and pursuant to RFB Normative Instruction 1571/2015.

Genial may provide the information supplied by Clients, together with their respective documents, to the organized market operators, the regulatory authority, the self-regulatory authority or the Judiciary.

1.1. Registration

Individuals may open an account with Genial electronically through the Genial *app*. When opening an account, the individual shall provide all registration data requested by Genial, review the applicable agreements and complete the questionnaires made available by Genial, particularly the *suitability* questionnaire, which is required for the individual to obtain an investor profile.

Legal entities shall open an account with Genial by completing the registration form and submitting the other applicable documents, such as corporate documents and a completed *suitability* questionnaire (where applicable). All documents shall be submitted to Genial, which shall assess them for the purpose of opening the Legal Entity's account.

For the registration of a Non-Resident Investor, Genial shall comply with the specific requirements set forth in the rules issued by the CVM.

Genial may engage another member brokerage firm, under a specific agreement, to trade on an agency basis in the markets operated by the organized market operators.

2. RULES ON THE RECEIPT OF ORDERS

2.1. Types of orders accepted

Pursuant to CVM Resolution 35/2021, an "Order" means the act whereby a client instructs a brokerage firm to act on the trading floors or in the trading or registration systems (purchase or sale of assets or rights) of B3, SELIC and/or Tesouro Direto, recording the transaction in the client's name and on the terms specified by the client, in accordance with the transmission method indicated in the registration records.

Securities may be traded in exchange, organized over-the-counter or unorganized over-the-counter markets. Genial is a participant in the exchange and organized over-the-counter markets operated by the organized market operators.

Genial shall receive the types of orders identified below for transactions in the spot, forward, options, futures, *swap* and fixed income markets, provided that the Client complies with the other conditions established in this document:

(i) Market Order – an order in which the client specifies only the quantity and characteristics of the assets or rights to be purchased or sold, which shall be executed upon receipt.

(ii) Managed Order – an order in which the client specifies only the quantity and characteristics of the assets or rights to be purchased or sold, with Genial determining, at its discretion, when and in which systems the orders shall be executed.

(iii) Concurrent Managed Order – an order placed concurrently with one or more Managed or Discretionary Orders for the same asset, on the same side of the market, competing for execution. For trades carried out through Concurrent Managed Orders, the trades are allocated to the respective underlying clients only after the Orders have been executed, based on the average execution price.

(iv) Discretionary Order – an order given by a portfolio manager or a person representing more than one client, with the client establishing the conditions under which the order is to be executed. Following execution, the client shall indicate the name(s) of the underlying client(s) to be identified, the quantity of assets or rights to be allocated to each and the respective price.

(v) Limit Order – an order that shall be executed only at a price equal to or better than that specified by the client. All orders executed through Home Broker are deemed Limit Orders.

(vi) Financing Order – an order to purchase or sell an asset or right in a given market and simultaneously sell or purchase the same asset or right in the same or another market.

(vii) Stop Order – an order in which the client specifies the price of the asset or right that triggers execution of the order. A Stop limit order becomes a limit order as soon as the trigger price is reached.

(viii) Linked Order – an order whose execution is linked to the execution of another order from the client, with or without a price limit.

(ix) Monitored Order – an order in which the client decides and instructs Genial on the execution conditions in real time.

If the Client does not specify the type of order for the transaction it wishes to execute, Genial may select the type that best meets the Client's instructions, in order to obtain the best price at the lowest cost, taking into account the volume, order type, characteristics of the asset (including liquidity), trading system in which the order may be executed, likelihood and speed of execution, and nature of the Client.

The Client further acknowledges that orders must be transmitted through the channels provided for in this document, with the characteristics of the transaction correctly identified, to avoid discrepancies and delays in execution, and that market conditions and brokerage fees may differ for round lots and odd lots.

Orders combining the characteristics of more than one of the types described above shall be accepted, provided that such characteristics are compatible and at Genial's sole discretion.

Orders received from other institutions or asset managers shall always be deemed discretionary or monitored orders, unless another type described above and accepted by Genial is specified.

An order for which the Client does not specify the type shall always be deemed a managed order, including a discretionary order, unless expressly provided otherwise therein.

2.2. Methods of placing orders

Genial shall accept orders transmitted verbally and/or in writing, and the Client's choice shall be recorded in its registration records.

Genial shall accept orders transmitted in accordance with the conditions set out below:

(i) Verbal orders – orders received by telephone or other voice transmission systems duly approved by

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the organized market operators and Genial, which shall have the same validity as written orders and shall come into existence and take effect when received and archived by Genial; and

(ii) Written orders – orders received electronically or by electronic instant messaging, via *email*, Bloomberg, Home Broker, Reuters Messenger, Teams, Trading Platforms, WhatsApp, push notifications and other similar applications in the same category duly approved by Genial.

Verbal orders transmitted by telephone shall be accepted only if placed directly through the business telephone of Genial's trader or authorized agent. The transmission of orders by mobile phones or any other equipment or means other than the procedures described above and not approved by Genial shall not be accepted.

All orders are retained for the minimum period required by applicable regulations and may be retrieved to resolve any questions that may arise.

2.3. Persons authorized to place or transmit orders

Genial shall only accept orders placed/transmitted by the Client, by order originators registered by the Client, or by the Client's representatives or attorneys-in-fact, provided that they are duly authorized and identified in the registration records.

In the case of an attorney-in-fact, the Client shall submit the relevant power of attorney, which shall be kept with the Client's registration records. The Client shall also inform Genial of any revocation of the power of attorney where it has no expiration date.

2.4. Trading through electronic systems

For transactions through an electronic platform (Home Broker or other platforms), the *login*, password and other platform access procedures and/or credentials are personal and non-transferable. The Client shall bear full responsibility for any improper use or order placed in its name through this form of access, including any resulting losses, and shall hold Genial harmless from any claims or complaints.

Genial may block the Client's password when it considers its use to be irregular or atypical, or at its sole discretion, and shall immediately inform the Client in such event.

Trading through an electronic trading system is at the Client's option, and the Client expressly agrees that Genial shall not be liable for any losses incurred as a result of interruptions in communication systems arising from failures and/or interventions by any communication, technology or other service provider, or from failures in the availability of or access to the trading system or its network.

For Clients registered under a master/asset manager account, orders may be placed by the persons authorized to place orders for the master/asset manager account, pursuant to the specific regulations of the organized market operators.

Orders shall only be deemed accepted after they have actually been received by the organized market operators and the system has returned an acceptance confirmation.

2.5. Special trading procedures

During the trading session, the organized market operators may subject bids and offers for shares to special trading procedures (auction), pursuant to the rules set forth in the Trading Regulations and Trading Operating Procedures Manual of the organized market operators and in the circumstances provided for in CVM Instruction 168/1991.

Special trading procedures are intended to provide appropriate conditions for investors to participate equitably in transactions carried out on the organized market operators, and to ensure compliance with specific procedures required by law for certain transactions.

The conclusion of trades in the assets is suspended during the auction, and submitted orders are executed only after the auction ends.

3. HOURS FOR RECEIVING ORDERS

Orders shall be received during the regular operating hours of the respective markets operated by the organized market operators.

Orders received outside market operating hours shall be rejected.

4. RISK CONTROL

Genial establishes trading limits and performs intraday risk control for its clients to limit its risk, and may refuse, in whole or in part, to execute orders received or transactions requested, upon immediate notice to the client. Client risk control applies trading limit criteria on an individual or collective basis (master account or economic group), as applicable.

In addition, Genial may require the Client's exposure to be reduced if the Client fails to meet calls for additional collateral.

If the Client defaults on any of the obligations imposed on it within the time limits indicated by Genial and/or the organized market operators, or established by applicable regulations, Genial shall be expressly authorized, without prior notice or any other judicial measure, to liquidate, on a stock exchange or through clearing and settlement houses, the contracts, rights and assets acquired for the Client's account and on its behalf, and to enforce against assets and rights pledged as collateral for the Client's transactions or held by Genial, applying the proceeds of the sale to the payment of outstanding debts, irrespective of judicial or extrajudicial notice.

The client acknowledges that failure to pay its contractual or legal obligations may also result in a fine and the inclusion of its name and other registration data in B3's list of defaulting underlying clients, as well as in default registers maintained by public or private companies and/or agencies and/or entities that maintain or provide credit protection services (including SPC and SERASA), and in judicial collection/enforcement proceedings.

For transactions carried out in the forward, options and futures markets, the organized market operators and/or Genial may also, at any time and at their sole discretion, require such extra and/or additional collateral as they deem necessary, in any amount and/or within any time limit, including for positions already registered, even at levels more restrictive than those set forth in the respective applicable regulations, to ensure the full and timely performance of the Client's obligations arising from the options and forward transactions carried out by Genial for the Client's account and on its behalf.

Whenever it deems appropriate, Genial may require the Client to replace the instruments or securities provided as collateral with others freely selected by Genial.

Genial may, at its sole discretion, make acceptance of orders conditional upon compliance with the following requirements:

For the BOVESPA Segment – Equities

- Prior deposit of the securities to be sold;
- For purchases or movements that may give rise to obligations, prior deposit of an amount corresponding to the cost of the transaction;
- The securities to be sold must be held in custody through Genial;
- For the writing of uncovered options, prior deposit of securities or collateral; and
- Additional collateral deposits, at any time, for transactions carried out in markets for future settlement.

For the BM&F Segment – Derivatives

- Prior deposit of assets accepted as collateral by the organized market operators when opening a position in the derivatives market;
- For the writing of uncovered options, prior deposit may be required of (a) the underlying securities or collateral, provided that these are also accepted by the organized market operators; or (b) cash in an amount deemed necessary; and
- Additional collateral deposits in respect of the trading limit established for the Client, at any time, for transactions carried out in markets for future settlement.

For the Over-the-Counter Segment

- Prior deposit of the securities to be sold or, for purchases or movements that may give rise to obligations, prior deposit of an amount corresponding to all or part of the cost of the transaction;
- The securities to be sold must be held in sub-custody through Genial;
- Additional collateral deposits in respect of the trading limit established for the Client, at any time, for transactions carried out in markets for future settlement.

Genial makes the Trader Cockpit risk management tool available to its Clients, enabling the Client to monitor its deposited collateral and trading limit in accordance with the maximum loss amounts configured by the

Client in the tool, with the corresponding percentages capped at 60% of the Client's assets held with Genial.

When the maximum loss configured by the Client is reached, Genial's automated risk system shall be triggered to close out the Client's position.

Before automatically closing out the Client's position, Genial shall block the Client from trading in order to reduce risk exposure and prevent the opening of an improper position.

The Client shall be unblocked from trading upon replenishment of collateral and restoration of limits, following the automatic closeout performed by Genial's automated risk system.

The automatic closeout of Clients' positions shall be subject to charges in accordance with the fee schedule published on the Genial Investimentos *website* under Costs and Fees.

The types of closeout performed by Genial are described in the Risk Manual, available on the Genial Investimentos website in the Legislation and Rules section. https://www.genialinvestimentos.com.br/legislacao-e-normas/.

5. PROCEDURES FOR RECORDING AND REJECTING ORDERS

Genial shall record the orders received through a computerized system, which shall automatically assign each order a sequential control number, date of placement and time of receipt. The order shall be registered in the market and trading system designated by the Client. If the Client provides no such designation, Genial shall select the market and trading system offering the best operational capacity conditions. Where orders compete, execution priority shall be determined chronologically.

5.1. Formalization of the record

Upon receipt and acceptance of an order, Genial shall record it using a specific, individualized form in a computerized system, assigning each order the corresponding date and time, together with the following information:

For the Bovespa and BM&F Segments

(i) Client's registration identification code with Genial;

(ii) Date, time and number indicating the chronological sequence of receipt;

(iii) Subject matter of the order: characteristics and quantities of the securities to be traded;

(iv) Nature of the transaction: purchase or sale and type of market – spot, forward, options, futures or others that may be created, give-up or Settlement Participant transactions;

(v) Price limit and validity period, if applicable;

(vi) Order type;

(vii) Identification of the order originator/transmitter in the following cases: legal entity clients, clients whose portfolios are managed by third parties, or where a client's representative or attorney-in-fact is authorized to place/transmit orders on the client's behalf;

(viii) Indication of a Connected Person transaction or proprietary trading;

(ix) Identification of the trader;

(x) Identification of the transaction number assigned by the organized market operators;

(xi) Indication of the status of the order received (executed, unexecuted or canceled).

For transactions carried out through a master account, the Client's own account shall be identified within a maximum of 1 (one) hour from registration. If the account is not provided within the specified period, the Client's allocation shall not be directed to a master account.

For the Over-the-Counter Segment

As soon as an order is received and accepted, Genial shall record it using a specific, individualized form in a computerized system, assigning each order the corresponding date and time, together with the following information:

(i) Client's registration identification code with Genial;

(ii) Description of the asset subject to the order (characteristics and quantity of the assets to be traded);

(iii) Nature of the transaction (purchase or sale, type of market, price);

(iv) Identification of the order transmitter;

(v) Order type (if applicable); and

(vi) Indication of a Connected Person transaction or proprietary trading.

Under no circumstances shall Genial register a transaction in the systems of the organized market operators on a date other than the trade date, except in the case of scheduled transactions.

The transaction must be registered in the appropriate system on T+0 of the trade date.

Assets owned by the Client shall be recorded in an individualized and segregated position. Cash movements arising from transactions involving securities, or from events relating to such securities, shall be credited or debited to the Client's current account indicated in its registration records.

Genial may, at its sole discretion:

(i) Execute an order transmitted by the Client through another institution with which it has a give-up agreement;

(ii) Make acceptance of orders conditional upon compliance, in whole or in part, with the following requirements:

   a) prior deposit of the securities to be sold or, for purchases or movements that may give rise to obligations, prior deposit of the amount corresponding to the transaction;

   b) for the writing of options, prior deposit, through Genial, of the underlying securities or collateral, provided that these are also accepted as collateral by the organized market operators, or cash in an amount deemed necessary; and

c) additional collateral deposits, at any time, for transactions carried out in markets for future settlement.

(iii) Establish trading limits and/or mechanisms intended to limit risks to its Client arising from price fluctuations and exceptional market conditions, with the right to refuse to receive and/or execute orders, in whole or in part, upon immediate notification to the Client.

Even where the above requirements have been met, Genial may, on its own initiative or at the initiative of the organized market operators, refuse to receive any order, including through DMA or Home Broker, in whole or in part, immediately and without prior notice, and shall not be required to disclose the reasons for such refusal, whenever it identifies:

a) Unlawful acts or irregularities, particularly those intended to create artificial price, supply or demand conditions;

b) Market supply or demand intended to manipulate prices;

c) Fraudulent transactions;

d) Use of inequitable practices and/or insufficient financial capacity;

e) Clients who, for any reason, are prohibited from trading in the securities market or are subject to restrictions imposed by Genial's internal policies; and

f) Other unusual circumstances or technical/operational factors that jeopardize the trading environment of the organized market operators or Genial.

Where an order is issued/transmitted in writing, Genial shall also formalize any refusal in writing.

If the Client fails to comply with any of its contractual or regulatory obligations, particularly those set forth herein, the Client shall be subject to fines and shall be liable for the charges and expenses arising from its default or required to fulfill its obligations.

5.2. *Retail Liquidity Provider* (RLP) Quote

RLP is a type of quote that operates exclusively within B3's PUMA Trading System and enables liquidity to be provided for part of the flow of aggressive orders from retail clients, ensuring compliance with best execution principles and proper price formation, in accordance with the characteristics established by B3.

Through RLP quotes, Genial may act as counterparty to orders to buy and sell securities placed by its retail clients (individuals and nonfinancial legal entities), with the objective of providing greater liquidity for certain assets.

This category of quote is exclusive to aggressive orders, namely those whose prices are better than or equal to the best bid and ask prices, and to assets authorized under the regulations in force.

Genial's obligations when using RLP quotes are as follows:

- Register with B3 the account number to be used for RLP quotes;
- Use them exclusively for limit or market orders from Genial's retail clients;
- If the trade is not concluded, the RLP quote shall be canceled at the end of the day;
- The option to act as counterparty to an RLP quote shall be available to every retail client, allowing the client to authorize (*opt in to*) or discontinue (*opt out of*) its participation as an aggressor of RLP quotes;
- Ensure that retail client orders are not artificially held back, by routing them directly to B3's PUMA Trading System;
- Ensure that all our retail clients may act as aggressors of RLP quotes;
- Publish monthly on Genial's website the minimum information required under the regulations in force;
- The number of contracts traded may not exceed the percentage imposed by the regulations; and
- If the volume of contracts traded through RLP exceeds the limit, Genial shall offset the excess in the immediately following month or until the entire excess has been offset, in order to ensure compliance with the regulatory limit.

RLP quotes cover the mini index (WIN) and mini U.S. dollar (WDO) futures markets and the equity market, and the Client's authorization to use RLP quotes therefore encompasses both markets.

The RLP page on Genial's website, at https://www.genialinvestimentos.com.br/rlp/, makes the following information available monthly:

(i) Volume traded by Genial using RLP quotes;

(ii) Products for which Genial permits RLP quotes, whether through trading against its proprietary portfolio or through the sale of order flow;

(iii) Percentage of clients served through RLP quotes;

(iv) Number of clients who received any benefit from RLP quotes (price or quantity improvement);

(v) Number of retail client contracts and orders executed against RLP quotes;

(vi) Number of orders improved; and

(vii) Number of contracts improved.

A detailed description of the rules governing RLP quotes is published in B3 Circular Letter 003/2022-VPC, dated January 6, 2022, available at www.b3.com.br, under Regulation, Circular Letters and Notices.

5.3. Order Size Restrictions

Order size restrictions shall apply only to mini index futures contracts (WIN), under the terms and parameters detailed below:

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5.3.1.1. Clients in general — not classified as *High Frequency Traders* (HFTs):

No order size restrictions apply to this category of clients, who may use the maximum permitted size, as set out in Genial's **Trader Cockpit** (*https://trader.genialinvestimentos.com.br/MarginLeverage*).

5.3.1.2. Clients classified as *High Frequency Traders* (HFTs):

For this category of clients, the maximum order size shall comply with the specific reduced limit set out in Genial's **Trader Cockpit** (*https://trader.genialinvestimentos.com.br/MarginLeverage*).

However, an additional daily allowance shall be granted, within which a certain number of orders may be executed with a quantity exceeding the stipulated reduced limit but below the limit established for clients in general. This allowance shall also be specified in Genial's **Trader Cockpit** (*https://trader.genialinvestimentos.com.br/MarginLeverage*).

The allowances shall be monitored in real time by Genial's Risk Department and, once the ceiling is reached, the order size shall be automatically changed in B3's Line system through API calls, reinstating the original limit.

In addition, monitoring shall be performed by CPF, and the counter shall be reset daily at the start of the trading session.

An illustrative **example** is provided below:

- Maximum order size for clients in general: 2,000 contracts.
- Reduced size for clients classified as HFTs: 150 contracts.
- Additional daily allowance for orders from clients classified as HFTs executed in quantities exceeding 150 contracts: 50 orders.

In this scenario, all clients who are not HFTs (an HFT client being a client granted the relevant discount by B3) may execute an unlimited number of orders per day, up to the maximum number of contracts permitted by Genial, namely 2,000 contracts.

HFT clients may execute an unlimited number of orders per day, up to the maximum number of contracts permitted by Genial, subject to the reduced limit of 150 contracts. In addition, these same HFT clients shall be permitted to submit up to 50 orders per day with a quantity exceeding the reduced size (150 contracts) but below the maximum size permitted by Genial for clients in general (2,000 contracts in this example).

From the 50th executed order onward, the maximum size shall be automatically changed in Line to 150 contracts, reinstating the previous limit.

6. ORDER VALIDITY PERIOD

Orders shall remain valid for the period specified by the Client when they are issued/transmitted, and the Client shall be solely responsible for requesting their cancellation before the expiry date and ensuring that no duplication occurs.

7. ORDER CANCELLATION

Any order may be canceled while it remains unexecuted, with notice to the Client, as follows:

(i) At the Client's own initiative;

(ii) At Genial's initiative, in the following circumstances:

a) where the transaction or circumstances and the available information indicate a risk of default by the Client;

b) where it contravenes the operating rules of the securities market;

c) where the Client decides to change any of its terms, in which case a new order shall be issued, if applicable — the same procedure shall apply to any order transmitted in writing that contains any erasure or alteration;

d) discontinuation or replacement of the platform provider;

e) at the initiative of the organized market operators; and

f) where it contravenes the legal or regulatory rules of the organized markets administered by the organized market operators.

An order not executed within the period specified by the Client shall be automatically canceled by Genial. The canceled order shall be retained in an automated sequential file together with the other orders issued.

7.1. Cancellations After Trade Confirmation

If the regulatory authorities identify violations that entail the cancellation of transactions already carried out, the trades may be canceled. Accordingly, prior confirmations are not final and irrevocable.

Under special trading procedures, organized market operators may also cancel previously executed trades and refer them to auction. Orders shall be deemed effectively executed when no breach of the rules has been identified and the prescribed time limits for conducting special trading procedures have elapsed.

8. RULES GOVERNING ORDER EXECUTION

Order execution is the act by which Genial fulfills an order issued/transmitted by the Client by carrying out or registering a transaction in the markets in which it operates, on the best possible terms for the Client, taking into account price, cost, speed, likelihood of execution or settlement, and other relevant criteria.

8.1. Execution

For execution purposes, orders for transactions in the organized market operators' trading systems may be grouped by market type and asset or by specific contract characteristics.

For execution purposes, orders in the securities markets administered by organized market operators in the OTC segment may be grouped by type, underlying asset, settlement date and price.

If Genial's or an organized market operator's trading system is interrupted for operational reasons or due to force majeure, Genial shall use its best efforts, among the available alternatives, to arrange for execution of the order, if possible.

Orders issued in person shall be sent to the Client's registered *email* address or recorded in writing before execution. If the Client attends Genial's premises in person, the Client shall be directed to a meeting room to transmit orders through the telephone system, with the call duly recorded, or through an electronic system record in the Client's authenticated account area.

8.2. Order Execution Due to Default

Genial shall execute purchases and/or sales of securities and rights of Clients who fail to honor their transactions in securities and rights.

Transactions carried out due to default shall be subject to exchange fees, charges and brokerage commissions, which shall be payable by the Client.

8.3. Execution Pursuant to a Court Order

Genial shall execute purchases or sales of securities and rights required by court order or judicial authorization. Following settlement of the transactions, an accounting shall be provided to the issuing court, and the organized market operators may be notified of compliance with the court's determination.

Transactions carried out pursuant to a court order or judicial authorization shall be subject to exchange fees, charges and brokerage commissions, which shall be payable by the Client.

8.4. Trading Costs

As remuneration for Genial's intermediation of transactions, the Client shall incur trading costs in accordance with the fee schedule published on the Genial Investimentos *website* under Costs and Fees, including, without limitation, transactions in the OTC and securities lending markets and transactions relating to RLP quotes.

Fees and exchange charges levied by the organized market operators shall be payable and borne by the Client. Genial shall collect them and remit the amounts to the relevant institution upon cash settlement.

Any taxes payable by the Client in connection with its transactions shall be withheld at source or collected by Genial and remitted to the competent tax collection authority within the regulatory time limit.

Genial may set minimum order values and commission amounts for the Client to trade through the trading desk, in which case Genial shall make other means available for the Client to carry out transactions below the limits to be established.

9. CONFIRMATION OF ORDER EXECUTION

Genial shall confirm order execution and the terms on which orders were executed verbally, in sufficient time to enable the Client to exercise adequate control, through electronic trading platforms, or by email containing the brokerage statement on the day following confirmation of the order.

Confirmation of transactions carried out through Home Broker may be viewed in the Home Broker system at the time of execution.

10. CONNECTED PERSONS

Connected Persons are defined under CVM Resolution 35/2021, and the following principles shall be observed by Genial and the Client:

- Conduct their activities ethically, safeguarding their own reputation and Genial's reputation;
- Avoid conflicts or the appearance of conflicts of interest between their personal investments and Genial's business;
- Genial's Connected Persons may trade securities only in accordance with Genial's Personal Investments Policy.

Under applicable laws and regulations, Genial may trade for its proprietary portfolio in the markets operated by organized market operators and in the OTC markets, and may take speculative positions for hedging purposes, act as counterparty in cases of operational error and carry out transactions to provide liquidity to its Clients (market making and *facilitation*). Its funds are invested primarily in government securities, investment funds and/or liquid private-sector securities, and may also be invested in any other financial assets.

Genial maintains an error account specifically intended for recording transactions arising from operational errors.

11. RULES GOVERNING TRADE ALLOCATION

Genial shall allocate trades carried out through organized market operators by market type, security/contract and round lot/odd lot, in accordance with the following criteria:

(a) Only orders that are capable of execution when a trade is effected shall be eligible for allocation of that trade;

(b) Orders from persons who are not Connected Persons of Genial shall take priority over orders from its Connected Persons;

(c) Managed Orders, Financing Orders, Monitored Orders and Linked Orders do not compete with one another or with other orders, as the trades have been carried out exclusively to fulfill them.

Subject to the criteria set forth in the preceding subparagraphs, the chronological numbering of order receipt shall determine allocation priority for orders issued by Clients in the same category, except for Monitored Orders, in which the Client intervenes in real time.

11.1. Trade Assignment at Organized Market Operators

The assignment of trades executed by Genial in the markets administered by organized market operators to fulfill Client orders shall be performed in accordance with the times established by the organized market operators.

For transactions through DMA, Co-location and Home Broker, trade assignment occurs directly when the order is placed. If the trade is originally assigned to a master/asset manager account, it may subsequently be assigned to Clients linked to that master/asset manager account, subject to the provisions of this document.

The above times may be changed at any time by determination of the organized market operators

12. SETTLEMENT OF TRANSACTIONS

Genial shall maintain, in the Client's name, a current account on which checks may not be drawn, intended to record the Client's transactions and the debits and credits made in its name.

The Client undertakes to pay Genial, using its own funds and through the means made available to it, the amounts owed as a result of the execution of orders for transactions carried out for its account and on its instructions, as well as the expenses relating to such transactions.

Funds remitted by the Client through the banking system shall be deemed available only upon confirmation by Genial.

Transfers made by Genial to a nonresident investor Client may be made to the current account of the custodian or portfolio manager engaged by the nonresident investor.

If there are outstanding amounts owed by the Client, Genial is authorized to liquidate, on an exchange or through clearing and settlement houses, the contracts, rights and assets acquired for the Client's account and on its instructions, and to enforce against assets and rights pledged as collateral for its transactions or held by Genial, applying the proceeds to payment of the outstanding amounts, without judicial or extrajudicial notice. If settlement amounts remain outstanding, Genial may take such legal measures as it deems necessary.

Amounts arising from fines imposed by organized market operators for the Client's failure to comply with its obligations under the organized market operators' Regulations and Rules (available at www.b3.com.br, under

Regulation, and https://bee4.com.br/regulacao-supervisao/) shall be debited from the Client's current account held with Genial, and the Client shall be responsible for payment of the fine.

Funds transfer transactions shall be settled upon the client's request, which may be submitted directly through the authenticated area of the Participant's platform or by email to the official channels provided. Transactions shall be settled through TED or PIX, subject to a processing cutoff of 5:00 p.m. (seventeen hundred hours) on business days.

With respect to asset delivery failures, Genial maintains mechanisms, procedures and internal controls to monitor the transaction settlement process and address failures, in accordance with applicable regulations.

If an asset delivery failure affects its clients' transactions, Genial shall provide the relevant notices by electronic message (email) sent to the address registered by the client with the Brokerage Firm.

Notices shall be provided in accordance with the stages applicable to each occurrence and shall contain, as applicable, information on: (i) the delivery failure; (ii) the attempt to arrange a compulsory securities loan; (iii) commencement of the buy-in process; (iv) progress of the buy-in process; (v) any need for the client to respond or take action; (vi) final delivery of the assets; and (vii) closure of the failure resolution process.

Information shall be provided within the time limits and on the terms established in the applicable regulations and operating procedures, so as to keep the client informed of the handling and progress of the delivery failure.

13. INVESTMENT MONITORING

The procedures for identifying investor profiles are governed by CVM Resolution 30/2021.

Genial adopts policies and procedures intended to ensure that products and services are offered appropriately, in accordance with our Clients' needs, interests and objectives. To this end, investors must be assessed to determine their risk tolerance, available funds and investment time horizon, in order to identify suitable investments and protect them from potentially unsuitable choices.

The Client classification applied by Genial is documented internally in the *Suitability* Policy, which is widely disseminated to the departments involved in the process.

The investor profile update deadline follows the same schedule as the Client's registration update and may be brought forward pursuant to the regulations in force. If the required update is not completed, the account shall be blocked until the profile update has been duly completed.

13.1. Methodology

Genial shall adopt measures to verify compatibility with the investor profile ("suitability"), including, without limitation:

(a) Assessing Clients' knowledge and experience regarding our products and the financial and capital markets in general; obtaining the information necessary to classify clients internally; refraining from making investment recommendations or decisions on behalf of the Client where these are inconsistent with the Client's profile classification or the relevant product is unsuitable;

(b) The Advisor shall provide advance notice to Clients wishing to make new investments in products classified as unsuitable for their profile;

(c) Establishing recorded telephone contact or in-person contact with Clients who approach Genial on their own initiative or fail to update the information that enables Genial to conduct an adequate analysis;

(d) Classifying the Client in light of the information received, based on internal subjective and objective parameters;

(e) After internal classification is performed automatically based on the responses to a specific questionnaire, the Client shall obtain information on its investor profile;

(f) Offering or recommending only products and services consistent with the Client's classification.

13.2. Investment Profile

Clients' investment profiles shall be determined by considering their investment objectives, risk tolerance, knowledge and experience. Relevant information, such as the Client's trading history, assets and investment portfolio composition, shall also be taken into account.

Such information shall be obtained through a specific questionnaire ("*Suitability* Questionnaire"), which shall be completed in full and/or validated at the time of the Client's initial registration and during periodic updates, in accordance with regulatory and internal requirements, as well as when requested by regulatory or supervisory authorities or in connection with audits.

The process for determining and monitoring each Client's investment profile classification shall involve:

(i) Completion of the *Suitability* Questionnaire in full;

(ii) Monitoring investments that are inconsistent with the profile, with acceptance of the Acknowledgment of Profile Inconsistency and Responsibility, where the Client invests in products that are inconsistent with its investor profile;

(iii) Monitoring the Client's transactions to objectively establish, based on trading evidence, the Client's actual behavior.

13.3. Classification of Investment Profiles

Clients may be classified according to their investment profile, differentiated by risk appetite or risk aversion, as follows:

CONSERVATIVE: these investors are primarily characterized by prioritizing the safety of their investments, meaning that they tolerate only low risks and minor declines in the value of and/or losses to their assets. They tend to choose investments with minimal risk that can be redeemed within a short period, and may accept lower returns. As a rule, they have limited knowledge of the financial market, its products, characteristics and associated risks. These clients tend to choose a small number of products, particularly low-risk products, and make little use of or show little interest in the range of products and services made available by Genial.

MODERATE: Investors classified as having a moderate profile tolerate a medium level of risk exposure in pursuit of enhanced gains, have limited short-term liquidity needs and seek to preserve their wealth over the long term. They tend to seek a modest increase in returns and to diversify their investments into more aggressive alternatives, accepting a low risk of losses exceeding the principal amount invested. These are clients with some knowledge of the financial market, its products, characteristics and associated risks. They tend to seek diversification of their investments, relying on information and services made available by Genial (research reports, investment advisory services, financial education courses and informational materials).

AGGRESSIVE: These investors are willing to assume greater risks and potential losses (including losses exceeding the principal invested) in exchange for high returns. They are not concerned with short-term market fluctuations, as they anticipate offsetting gains over the medium and long term, and have little or no need for short-term liquidity. They have in-depth knowledge of the market and familiarity with its products, characteristics and respective risks, including exotic derivatives transactions, as well as command of their investment decisions, including through the information and services made available by Genial.

For purposes of the exemption from the duty to verify the suitability of products, services and transactions for the Client's profile, as provided in Article 10 of CVM Resolution 30/2021, the definitions of qualified and professional investors are set out below.

The following are considered Professional Investors:

I – financial institutions and other institutions authorized to operate by the Central Bank of Brazil; II – insurance companies and capitalization companies; III – open and closed supplementary pension entities; IV – individuals or legal entities holding financial investments in excess of R$ 10,000,000.00 (ten million reais) who additionally attest in writing to their status as professional investors by means of a specific declaration, in accordance with Annex A to CVM Resolution 30/2021; V – investment funds; VI – investment clubs, provided that their portfolios are managed by a securities portfolio manager authorized by the CVM; VII – independent investment agents, securities portfolio managers, securities analysts and securities consultants authorized by the CVM, with respect to their own funds; and VIII – nonresident investors.

The following are considered Qualified Investors:

I – professional investors; II – individuals or legal entities holding financial investments in excess of R$ 1,000,000.00 (one million reais) who additionally attest in writing to their status as qualified investors by means of a specific declaration, in accordance with Annex B to CVM Resolution 30/2021; III – individuals who have passed technical qualification examinations or hold certifications approved by the CVM as requirements for registration as independent investment agents, securities portfolio managers, securities analysts and securities consultants, with respect to their own funds; and IV – investment clubs, provided that their portfolios are managed by one or more unitholders who are qualified investors.

14. ASSET CUSTODY

The services covered by the aforementioned agreement include the safekeeping of assets, updating, receipt of dividends, bonus distributions, interest and income, exercise of rights in general, and other activities related to asset custody services.

Proceeds arising from rights relating to securities held in custody or pledged as collateral with organized market operators shall be credited to the Client's current account with Genial, and assets received shall be deposited in the Client's custody account with organized market operators.

Genial shall exercise asset subscription rights only upon the Client's authorization and prior deposit of the corresponding funds. Failure to provide instructions in a timely manner and/or the absence of a sufficient balance or failure to transfer the funds shall release Genial from the obligation to exercise asset subscription rights.

The Client shall receive monthly statements or emails at the address provided to Genial, sent by organized market operators, containing, respectively, a list of the assets and other transactions carried out in the Client's name, it being understood that the option to receive printed statements shall entail costs for the Client. In addition, organized market operators make statements available for consultation by the Client on their websites, subject to prior registration.

The custody account opened by Genial with organized market operators shall be operated exclusively by Genial.

Genial shall make information on custody positions and asset movements available to its Clients and maintains controls over Clients' positions, with periodic reconciliation of:

a) Executed orders;

b) Positions recorded in the database used to generate the statements and transaction reports provided to its Clients; and

c) Positions provided by clearing and settlement entities, where applicable.

14.1. Transfer of Securities Custody

A Client wishing to transfer assets to an account held in the same name with another custodian shall submit a completed securities transfer request (STVM), together with the supporting documentation, digitally signed or accompanied by an identification document bearing a signature matching the one on the STVM.

Following submission of the STVM, the Client may not sell the assets subject to the transfer, as doing so may result in an uncovered position and/or cancellation of the STVM, and shall also be liable for the resulting costs.

For transfers of assets to a different holder, the Client shall submit to the Client Service department or the Client's advisor a completed securities transfer request (STVM), together with the supporting documentation, digitally signed or accompanied by an identification document bearing a signature matching the one on the STVM. Transfers of assets to a different holder shall only be accepted if that holder has an account registered with Genial.

Upon receipt of the Client's STVM, Genial shall perform the validations required to process it within a maximum of 2 (two) business days. If there are no outstanding issues, the custody transfer shall be effected at the Central Securities Depository of the organized market operators within the period stated above.

For securities transfer requests not fulfilled within the maximum period of 2 (two) business days, Genial must inform the client if the transfer request cannot be implemented due to inconsistencies or omissions in the completion of the STVM, noncompliance of the documentation submitted, or the need for an additional period to review the documentation submitted by the Client, such period being 2 (two) business days from the date on which Genial receives the request submitted by the Client.

In the event of missing or insufficient information and documents required for the transfer, inconsistencies in registration records, outstanding debts, assets subject to ongoing transaction settlement or blocked assets, or other reasons affecting the processing of the Client's STVM, Genial shall contact the Client in this regard through the Client's advisor or the Client Service department, which shall also be available to provide information and clarification regarding the STVM, including its status.

Depending on the reason for the custody transfer, the Client shall provide the following supporting documentation:

a) Private sale: An asset purchase and sale agreement signed by both parties, with signatures authenticated in person before a notary.
b) Private loan between the parties: An asset lending agreement signed by both parties, with signatures authenticated in person before a notary.
c) Gift: A public deed, whether notarial or judicial.
d) Inheritance: An out-of-court estate inventory deed, formal instrument of estate distribution or court authorization.
e) Court order: A document evidencing the court order issued by a judge.
f) Corporate succession: Corporate documentation evidencing the corporate succession (merger by absorption, consolidation, spin-off, sale or conversion of a sole proprietorship into a company).
g) Payment for units in investment clubs or funds: The bylaws/rules of the investment club or fund, or minutes of a meeting.

15. SHARE LENDING

Genial discloses in advance on its *website* the remuneration rates applicable to share lending transactions and sends Clients the trade confirmation and transaction settlement statement, detailing the total amount received or paid by the transaction counterparty, the amount charged by Genial and the final amount paid or received by the Client.

16. RECORDING SYSTEM

Telephone conversations between the Client and Genial's Trading Desk professionals relating to transactions contemplated or carried out by Clients are recorded.

The contents of recordings may be used as evidence to clarify matters relating to a particular Client's account and transactions, and Clients may request the recordings within 30 (thirty) days of the date of the conversation.

Genial shall retain recordings, all written orders and Clients' registration documentation in a secure, complete and intelligible manner for a minimum period of 5 (five) years, counted, in the case of recordings, from the date the order is placed.

Communications by *email* or instant message are also recorded, and their contents are retained by Genial in a secure, complete and intelligible manner for a minimum period of 5 (five) years from the date of the communication.

The recording system shall contain:

a) The date and time at which each recording of Clients' calls begins and ends;

b) Information allowing identification of the Genial representative, desk and floor traders, and the Client who placed the order;

c) The characteristics and execution conditions of the order, which shall be ratified at that time by requesting confirmation from the Client; and

d) Controls ensuring that all recordings for each Client are complete, from the beginning to the end of the Client's trading activities.

Genial shall keep all recordings available to organized market operators and the competent authorities.

17. SECURITIES TRANSACTIONS OVER THE INTERNET THROUGH HOME BROKER AND DMA

17.1. Home Broker

Genial offers its duly authorized Clients the ability to transmit transaction orders through the Home Broker System in the segments enabled for this purpose by organized market operators

This system provides automated service, enabling Clients to place orders for the purchase and sale of securities for immediate execution in the cash, options and futures markets, including agricultural and financial derivatives. Orders submitted directly through the Home Broker System shall always be deemed orders transmitted in writing.

17.2. “Direct Market Access” or “DMA”

Genial may, at its sole discretion, provide certain Clients with access to the markets managed by organized market operators through an Electronic Order Routing System, directly in the electronic trading environment (“Direct Market Access” or “DMA”), provided that the Clients meet the requirements and configurations established by organized market operators.

DMA consists of an automated transaction intermediation service through which Clients may place securities purchase or sale orders for immediate execution in the cash, forward and options markets, without the need to interact with a Genial trader.

If an order cannot be transmitted through DMA, the Client shall have the option to transmit it directly to Genial's trading desk.

Electronic systems providing access to the DMA model are, like all automated tools, vulnerable to fraud and *hacking*. Due to the risks inherent in this type of transaction, Genial may not be held liable for transmission problems, interference, failures, inoperability or interventions.

Under the DMA trading model, trading activities are subject to supervision and monitoring by organized market operators and regulatory and self-regulatory bodies, and the Client expressly agrees to comply with the rules and procedures established by them.

Orders submitted through DMA shall be accepted and executed only after their actual receipt by the trading systems of organized market operators and the return of an acknowledgment of receipt.

Cancellation of transactions transmitted through DMA shall be deemed accepted only after actual receipt by the trading systems of organized market operators, provided that the corresponding trade has not been executed.

Genial shall confirm execution of orders received through DMA by means of a report issued by the Electronic Order Routing System itself.

Orders transmitted through DMA shall be deemed effectively fulfilled when no violation of securities market rules has been identified and after the periods for conducting the special trading procedures provided for in the rules issued by organized market operators or the CVM have expired.

Genial shall be responsible for enabling the DMA system to be used by Clients, which shall be responsible for the infrastructure required for its proper implementation at the location to be agreed upon between the Client and Genial.

17.3. Procedures to be followed in the event of trading platform instability or unavailability

<u>All communication over the internet is subject to interruptions or delays, which may prevent or impair the</u>

submission of orders or receipt of up-to-date information on order status; custody and trading positions and limits; and asset quotations. Accordingly, before carrying out any transaction, the Client shall confirm such information on the trading platforms and through the client service channels made available by Genial.

Genial reports any trading platform unavailability or instability by means of messages made available to Clients on the trading platforms and/or in the client service chat.

Accordingly, in the event of instability or unavailability of the trading platform used by the Client, the Client must follow the procedures detailed below to cancel orders, close out positions and enter orders.

Regarding trading platform service levels, Genial establishes a maximum time of 500 milliseconds between receipt of the Client's order in Genial's OMS (*Order Management System*) and its transmission to organized market operators, and 500 milliseconds between Genial's receipt of the response from organized market operators and the update of the information provided to the Client on the platform.

The following time intervals are outside Genial's control: (i) between the Client's submission of the order and its receipt by Genial; (ii) between Genial's transmission of the order and its receipt by B3; (iii) processing of the order by organized market operators; (iv) the response from organized market operators to Genial regarding the status of the Client's order in the environment of organized market operators; and (v) transmission of the response regarding order status to the Client. Accordingly, these intervals do not fall within the service levels of the trading platforms made available by Genial.

The maximum latency for updating information made available to Clients on trading platforms regarding the status of orders, transactions and limits, and asset quotations, shall be 10 seconds from receipt of the respective information from organized market operators. The Client may view the time of the latest update to this information on the trading platform.

For information on custody positions, the Client shall consult Home Broker.

Full details regarding the terms of engagement, operation of the trading platforms, service levels and procedures to be followed in the event of instability are available at the following link: https://www.genialinvestimentos.com.br/trader/plataformas/termos-contratacao/.

18. PREVENTION OF MONEY LAUNDERING, TERRORIST FINANCING AND THE FINANCING OF THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION

Genial maintains internal controls to prevent money laundering, terrorist financing and the financing of the proliferation of weapons of mass destruction (PLD/FTP) in its transactions and those of its Clients, appropriate to the type of business, encompassing prevention, detection, verification and reporting activities in the following processes:

(i) Know Your Client;

(ii) Recording and monitoring of Clients' transactions, regardless of the amounts involved;

(iii) Maintenance and retention of Clients' registration data and records of transactions carried out, for the regulatory retention period;

(iv) Reporting of unusual transactions to the Council for Financial Activities Control – COAF;

(v) Assessment of products, services and distribution, trading and registration channels;

(vi) Assessment of business partners and suppliers;

(vii) Maintenance of an ongoing PLD/FTP training program for its staff;

(viii) Risk-based analysis pursuant to CVM Resolution 50/2021.

19. INFORMATION SECURITY AND BUSINESS CONTINUITY

Genial maintains an Information Security Policy covering:

(i) Logical and physical access controls;

(ii) Formal access and password management mechanisms, and logical and physical segregation of conflicting activities;

(iii) Technology security solutions and external access controls;

(iv) Recording and monitoring of all interruptions and/or failures in systems, networks or telecommunications, and integrity verification routines;

(v) Change management;

(vi) Appropriate *backup* procedures; and

(vii) Management of staff access to the internet.

Genial declares that all critical systems have audit trails identifying the date, time, responsible person and types of changes, maintenance and queries.

In addition, Genial maintains a Business Contingency Plan appropriate to its *core business* and regularly conducts verification and adequacy tests to ensure maximum efficiency and effectiveness of business continuity. Genial's offices have their own generator available in the event of power outages, which is tested weekly.

20. GENERAL PROVISIONS

Genial shall formally and immediately disclose to its Clients any and all amendments to the provisions of this RPA. Any amendments shall become effective on the seventh day from the date of publication of this document.

New versions of this instrument may be disclosed by letter, email, website and internet social media, as well as in the logged-in area of Genial's website and/or APP.

Furthermore, Genial shall always maintain an up-to-date digital version of this document on its website (www.genialinvestimentos.com.br).

If access to prior versions of this RPA is required, Clients may submit such requests through Genial's client service channels.

20.1. Ombudsman's Office

Genial's Ombudsman's Office serves as a communication channel with Clients and is responsible for receiving, handling and responding to Clients' inquiries, suggestions, complaints, criticism, compliments and reports of misconduct that have not been satisfactorily resolved through Genial's usual client service channels.

The Ombudsman's Office is available on business days (excluding weekends and holidays) from 9:00 a.m. to 6:00 p.m. through the following service channels: toll-free telephone (0800 605 8888), *email* (ouvidoria@genialinvestimentos.com.br), the *website* www.genialinvestimentos.com.br (form), in person or by mail.

20.2. Loss Reimbursement Mechanism (MRP)

If the Client believes that an issue has not been resolved through Genial's client service channels or Ombudsman's Office, the Client may seek recourse through the Loss Reimbursement Mechanism (MRP).

BSM Supervisão de Mercados and Bee4 maintain and administer the Loss Reimbursement Mechanism (MRP), the purpose of which is to ensure that investors are reimbursed for losses arising from errors or omissions by market participants, their directors, officers or agents, in connection with the intermediation of exchange-traded securities transactions (such as purchases and sales of shares, derivatives and listed funds), as well as the provision of custody services. Reimbursement is limited to up to R$ 120 thousand in the case of BSM and up to R$ 10 thousand in the case of Bee4. The MRP does not cover losses relating to fixed-income transactions (such as CDB, LCI and LCA, among others), investments in Tesouro Direto, or losses arising from market fluctuations or exceptional conditions.

For further information on how the MRP works, visit https://www.bsmsupervisao.com.br/ressarcimento-de-prejuizos/como-funciona and https://bee4.com.br/regulamento-mecanismo-ressarcimento-prejuizo-bee4/

Another option is the Citizen Assistance Service (SAC) of the Securities and Exchange Commission of Brazil (CVM).

The SAC is an electronic service channel made available by the CVM for submitting inquiries, complaints, reports of misconduct and other requests to the CVM relating to the securities market.

For further information on how the CVM's service channels work, visit https://www.gov.br/cvm/pt-br/canais_atendimento/consultas-reclamacoes-denuncias.

With respect to complaints submitted to the CVM, the authority specifies the documents deemed necessary:

the service reference number issued by the brokerage firm; electronic messages exchanged with the brokerage firm or its agents; correspondence, advertisements or proposals received from the brokerage firm or its agents; photographs, videos, screenshots, recordings or any other type of document substantiating the dispute presented by the client.

For any complaint, it is essential that the situation be properly detailed and supported by objective information and documents, as applicable, to enable appropriate assessment and handling, and that registration data held by Genial be kept up to date at all times to ensure prompt and efficient communication.

20.3. General Data Protection Law

The Client authorizes Genial to share, in accordance with our Privacy Policy, registration information (including *suitability* information), financial information, information relating to asset and liability transactions and services provided, with Genial, companies controlled by, controlling or under common control with the Brokerage Firm, as well as other companies, business partners and service providers, including, but not limited to, credit protection agencies, data *bureaus* and companies specializing in fraud prevention.

The Client declares that the Client is aware of the contents of the Privacy Policy available on Genial's website at: https://www.genialinvestimentos.com.br/politica-de-privacidade/.

Genial Investimentos CVM S.A.
Genial Institucional CCTVM S.A.

*Updates in this version compared with the previous version are highlighted (in yellow).

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