Rules and Parameters of Operation

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*Updates to this version are highlighted (in yellow).

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 indistinctly as "Genial", are participants in the stock exchange and organized over-the-counter markets managed by B3 S.A. – Brasil, Bolsa, Balcão ("B3") and by the Organized Counter of Emerging Companies ("BEE4"), ("Entidades administradoras de organized market")

By means of this document, Genial establishes its Rules and Parameters of Action ("RPA"), which govern the receipt, registration, refusal, expiration date, priority, execution, distribution of trades and cancellation of orders from its customers, as well as the procedures for settlement, clearing and custody of securities traded in the B3 and BEE4 environments, in accordance with the regulations of the Brazilian Securities and Exchange Commission ("CVM"). B3 and BEE4.

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

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1. REGISTRATION AND IDENTIFICATION OF CUSTOMERS

The procedures for identifying, registering and maintaining Customers will be governed in accordance with current regulations and legislation, in particular CVM Resolution 50/2021, which provides for the prevention of money laundering, terrorist financing and the financing of the proliferation of weapons of mass destruction (AML/FTP), and CVM Resolution 35/2021, which establishes rules and procedures to be observed in transactions carried out with securities in regulated securities markets.

Before starting its operations in the organized securities markets, the Client must provide all the information requested by Genial by filling in the registration information and delivering copies of the supporting personal documents, if requested.

The Intermediation Agreement for Carrying Out Operations in the Markets Managed by the Organized Market Management Entities and its Annexes ("Agreement") regulates the main rights and obligations of Genial, B3's Client. The Agreement, attached to this RPA and updated in the form of the regulations and circular letters of the organized market management entities, is valid and binding between Genial and the Client automatically, from the time the Client carries out any operation intermediated by Genial before the organized market management entities or any other organized or unorganized over-the-counter markets.

In accordance with the requirements of CVM Resolution 50/2021, the registration update occurs between a minimum period of 12 (twelve) months and a maximum period of 60 (sixty) months, according to the client's analysis.

If the registration update is not carried out within the periods established by Genial, the account may be blocked for new operations until the proper registration update.

In the process of identifying and registering customers, among other mandatory data, Genial requests the following information:

(i) Type of customer;

(ii) Profession and/or branch of activity of the client;

(iii) Suitability *Profile*;

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

(v) Identification of a related person, under the terms of current regulations;

(vi) Identification of final beneficiary(ies);

(vii) Identification of "US Person", for the purposes of FATCA (*Foreign Account Tax Compliance Act*) and under the terms provided for by Normative Instruction RFB 1571/2015.

Genial may present the information provided by the Clients, as well as their respective documents, to the organized market management entities, to the regulatory body, to the self-regulator or even to the Judiciary.

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1.1. Registration

Individuals will be able to open an account at Genial electronically, through the Genial app. When opening the account, the individual must provide all the registration data requested by Genial, verify the applicable contracts and fill out the questionnaires made available by Genial, notably with regard to the *suitability* questionnaire, which is necessary for the individual to obtain an investor profile.

Legal entities must open an account with Genial by filling out the registration form and sending other applicable documents, such as corporate acts and a completed *suitability* questionnaire (when applicable). All documents must be sent to Genial, which in turn will evaluate them for the purpose of opening the Legal Entity account.

In the case of registration as a Non-Resident Investor, Genial will meet the specific requirements set forth in the rules issued by the CVM.

Genial may hire, through a specific contract, another member broker to operate on behalf of the markets managed by the organized market management entities

2. RULES REGARDING THE RECEIPT OF ORDERS

2.1. Types of Accepted Orders

According to CVM Resolution 35/2021, "Order" is understood as the act by which the client determines a brokerage firm to operate in the premises or in the trading or registration systems (purchase or sale of assets or rights) of B3, SELIC and/or Tesouro Direto, registering the transaction in its name and under the conditions it specifies, observing the form of transmission indicated in the registration.

The trading of securities can be carried out in the stock exchange, organized over-the-counter or non-organized over-the-counter markets, and Genial is a participant in the stock exchange and organized over-the-counter markets managed by the organized market management entities.

Genial will receive the types of orders identified below, for operations in the spot, forward, options, futures, *swap* and fixed income markets, provided that the Client meets the other conditions set forth in this document:

(i) Market Order - is one in which the client specifies only the quantity and characteristics of the assets or rights to be bought or sold, and must be executed from the moment it is received.

(ii) Managed Order - is the one in which the client specifies only the quantity and characteristics of the assets or rights to be bought or sold, and it is up to Genial, at its discretion, to determine the moment and the systems in which the orders will be executed.

(iii) Concurrent Managed Order - is one issued concurrently with one or more Managed or Discretionary Orders of the same asset, in the same sense, competing in the execution. In trades carried out through Concurrent Managed Orders, only after the execution of the Orders are the trades allocated to the respective principals, according to the average execution price.

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(iv) Discretionary Order - is the one given by a portfolio manager or by someone who represents more than one client, and it is up to the client to establish the conditions under which the order must be executed. After its execution, the client will indicate the name(s) of the principal(s) to be specified, the number of assets or rights to be assigned to each of them and the respective price.

(v) Limit Order - is one that must be executed only at a price equal to or better than that specified by the client. All orders executed via Home Broker are considered as Limit Orders.

(vi) Financing Order - this is an order to buy or sell an asset or right in a given market and simultaneously the sale or purchase of the same asset or right in the same or another market.

(vii) Stop order - is the one in which the client specifies the price of the asset or right from which the order should be executed. The Stop limit offer becomes a limit offer as soon as the trigger price is reached.

(viii) Matched Order - is the one whose execution is linked to the execution of another order of the client, with or without price limit.

(ix) Monitored Order - is the one in which the client, in real time, decides and determines to Genial the execution conditions.

If the Client does not specify the type of order related to the operation he wishes to execute, Genial may choose the one that best meets the instructions received by the Client, in order to provide the best price at the lowest cost, taking into account the volume, the type of order, the characteristics of the asset (including liquidity), the trading system in which the order may be executed, the probability and speed of execution and the nature of the Client.

The Client is also aware that it is necessary that the transmission of the order occurs through the channels provided for in this document, with the correct identification of the characteristics of the operation, so that there are no divergences and delays in its execution, as well as that market conditions and brokerage fees may differ for standard or fractional lots.

Orders with characteristics of more than one of the types described in the items above will be admitted, as long as they are compatible and at the sole discretion of Genial.

Orders received from other institutions or asset administrators will always be considered discretionary or monitored, unless another type is specified among those previously described and accepted by Genial.

Any order in which the Customer does not specify the type shall always be deemed administered, including discretionary order, unless otherwise expressly provided herein.

2.2. Ways of issuing orders

Genial will accept orders transmitted verbally and/or in writing, and their option must be included in the Client's registration.

Genial will comply with the orders transmitted according to the conditions established below:

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(i) Verbal orders - are the orders received by telephone or other voice transmission systems duly approved by the organized market management entities and by Genial, which will have the same validity as the written ones, coming into existence and generating effects from the moment Genial receives and files them; and

(ii) Written orders - are orders received by electronic means or by instant electronic messages, via *email*, Bloomberg, Home Broker, Reuters Messenger, Teams, Trading Platforms, WhatsApp, push and other similar applications of the same category duly approved by Genial.

Verbal orders transmitted by telephone will only be accepted if made directly on the institutional telephone of Genial's operator or representative, and the transmission of orders by cell phones or any other equipment and means other than the procedures described above and that have not been approved by Genial will not be accepted.

All orders are stored for the minimum period required by current regulations and can be retrieved in order to resolve any doubts that may arise.

2.3. Persons authorised to issue or transmit orders

Genial will only comply with orders issued/transmitted by the Client, by the order issuers registered by the latter or by their representatives or attorneys-in-fact, provided that they are duly authorized and identified in the register.

In the case of an attorney-in-fact, it will be up to the Client to present the respective power of attorney that will be filed with the Client's register, and it is also up to the Client to inform Genial about the possible revocation of the power of attorney in case of power of attorney without an expiration date.

2.4. Trading via electronic systems

In operations through an electronic platform (Home Broker or other platforms), the *login*, password and other procedures and/or data for access to the platform are personal and non-transferable, and the Client is fully responsible for any use or order improperly made on his behalf under this form of access, including in cases of damage, leaving Genial unharmed and safe from any demands or claims.

Genial may block the Client's password when it deems its use to be irregular or atypical, or at its sole discretion, in which case it must immediately inform the Client.

Trading via electronic trading system is an option of the Client, who expressly agrees that Genial will not be responsible for any losses suffered due to interruptions in communication systems that arise from failures and/or interventions of any provider of communication, technology or other services, and also from failures in the availability and access to the trading system or its network.

Clients who are registered under a master/manager account may have orders issued by persons authorized to issue orders in the master/manager account, under the terms of the specific regulations of the organized market management entities

Orders will only be considered accepted after the moment of their effective reception by the organized market management entities and return by the information system of the acceptance.

2.5. Special trading procedures

During the trading session, organized market management entities may submit offers for the purchase and sale of shares to special trading procedures (auction), according to the rules provided for in the Trading Regulations of organized market management entities and in the Manual of Operational Trading Procedures of organized market management entities and in the situations provided for by CVM Instruction 168/1991.

The special trading procedures aim to offer adequate conditions for the equitable participation of investors in the operations carried out in the organized market management entities, as well as the observance of specific procedures required by law for certain operations.

The closing of trading of the assets is suspended during the auction and the orders sent are executed only after the auction ends.

3. TIME FOR RECEIVING ORDERS

Orders will be received during the regular opening hours of the respective markets managed by the organized market management entities.

When orders are received outside of market opening hours, they will be rejected.

4. RISK CONTROL

Genial establishes operational limits and performs intraday risk control to its clients in order to limit its risk, and may totally or partially refuse to execute the orders received or operations requested upon immediate communication to the client. The Clients' risk control uses the criteria of operational limit, individually or collectively (master account or economic group), whichever is applicable.

In addition, Genial may determine the reduction of the Client's exposure if the latter does not respond to calls for additional guarantees.

In the event of default by the Client in the fulfillment of any of the obligations determined by Genial and/or by the organized market management entities, or determined by the applicable regulations, Genial will be expressly authorized, regardless of prior notice or any other judicial measure, to liquidate, on the stock exchange or in clearing and settlement houses, the contracts, rights and assets acquired on its account and order, as well as to execute assets and rights given as collateral for its operations or that are in the possession of Genial, applying the proceeds of the sale in the payment of outstanding debts, regardless of judicial or extrajudicial notification.

The client is aware that the non-payment of its contractual or legal obligations may also result in a fine and the inclusion of its name and other registration data in the list of defaulting principals of B3, as well as its inclusion in the records of defaulters of companies and/or bodies and/or public or private entities that maintain or provide credit protection services (SPC and SERASA, among others) and collection/enforcement lawsuits.

In the operations carried out in the forward, options and futures markets, the organized market management entities and/or Genial may additionally, at any time and at their sole discretion, require extra and/or additional guarantees that they deem necessary, observing any amount and/or term, including for positions already registered, even if at more restricted levels than those stipulated in the respective regulatory rules in force. for the purpose of ensuring the full and punctual fulfillment of the obligations incumbent on the Client due to the operations with options and forward carried out by Genial, on his behalf and order.

Genial may, whenever it deems convenient, require the Client to replace the securities delivered as collateral by others, of Genial's free choice.

Genial, at its sole discretion, may condition the acceptance of orders to the fulfillment of the following requirements:

For BOVESPA Segment – Variable Income

- Prior deposit of the securities to be sold;
- In the case of purchases or transactions that may generate obligations, prior deposit of the amount corresponding to the cost of the operation;
- That the securities to be sold are in custody through Genial;
- In the event of short option write-ups, the prior deposit of securities or guarantees; e
- Additional deposits of collateral at any time in operations carried out in the futures settlement markets.

For BM&F Segment – Derivatives

- Prior deposit of assets accepted as collateral by the organized market management entities in case of opening a position in the derivatives market;
- In the case of short option write-offs, prior deposit may be required (a) of the securities or guarantees, provided that they are also accepted by the organized market management entities; or (b) cash in an amount deemed necessary; and
- Additional deposits of collateral to the operational limit established for the Client, at any time, in operations carried out in the futures settlement markets.

for the counter segment

- Prior deposit of the securities to be sold or, in the case of purchase or transactions that may generate obligations, prior deposit of the amount corresponding to the total or partial cost of the operation;
- That the securities to be sold are sub-custody through Genial;
- Additional deposits of collateral to the operational limit established for the Client, at any time, in operations carried out in the futures settlement markets.

Genial makes available to its Clients the Trader Cockpit risk management tool, which allows the Client to monitor their deposited guarantees and their operational limit and according to the maximum loss values configured by them in the tool, whose percentages are limited to 60% of the Client's equity in Genial.

When the maximum loss configured by the Client is reached, Genial's risk robot will be activated so that its position is zeroed.

Prior to the automatic zeroing of the Client's position, Genial will block the negotiation by the Client, in order to reduce exposure to risk and also prevent the opening of an undue position.

The unblocking of the trade by the Client will occur through the recomposition of the guarantees and limits, after the automatic zeroing carried out by Genial's risk robot.

On the automatic zeroing of Clients' positions, costs will be levied according to the remuneration table published on *the Genial Investimentos, Custos e Tarifas* website.

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

5. PROCEDURES FOR REGISTRATION AND REFUSAL OF ORDERS

Genial will register the orders received through a computerized system, which will assign to each order an automatic sequential control number, date of issue and time of receipt. The order will be registered in the market and trading system determined by the Client. In case of omission by the Client, Genial will choose the market and the trading system that present the best conditions of operational capacity. In the event of concurrence of orders, the priority for execution shall be determined by the chronological criterion.

5.1. Formalization of registration

At the time the order is received and accepted by Genial, Genial will register it through a specific and individualized form in a computerized system, assigning each order the corresponding date and time, as well as the following information:

For Bovespa and BM&F Segments

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

(ii) Date, time and number that indicates the chronological serialization of receipt;

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

(iv) Nature of the operation: purchase or sale and type of market - spot, forward, options, futures, or others that may be created, transfer or operations of Settlement Participants;

(v) Price limit and validity, if applicable;

(vi) Order Type;

(vii) Identification of the issuer/transmitter of the order in the following cases: corporate clients, clients whose portfolio is managed by third parties or, in the event of a representative or attorney-in-fact of the client authorized to issue/transmit orders on their behalf;

(viii) Indication of the operation of a related person or of its own portfolio;

(ix) Identification of the operator;

(x) Identification of the operation number in the organized market management entities;

(xi) Indication of the status of the received order (executed, not executed, or canceled).

For operations that are carried out through a master account, the indication of the Client's own account must occur within a maximum period of 1 (one) hour from registration. If the account is not informed within the defined period, the Client's allocation will not be allocated to a master account.

for the counter segment

As soon as the order is received and accepted by Genial, Genial will register it through a specific and individualized form in a computerized system, assigning to each order the corresponding date and time, as well as the following information:

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

(ii) Description of the asset object of the order (characteristic and quantity of the assets to be traded);

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

(iv) Identification of the transmitter of the order;

(v) Order type (if applicable); e

(vi) Indication of a related person's operation or own portfolio.

Genial should not, under any circumstances, register the operation in the systems of the organized market management entities on a date other than the trading date, except in cases of scheduling.

It is mandatory to register the trade in the appropriate system on T+0 from the trade date.

Assets owned by the Client will be recorded in an individualized and segregated position. Financial transactions arising from operations that have securities as their object, or events related to these securities, will be credited or debited from the Client's checking account, indicated in their registration.

Genial, at its sole discretion, may:

(i) Execute the order transmitted by the Client through another institution with which it has a contract for the transfer of operations;

(ii) To condition the acceptance of orders to the fulfillment, in whole or in part, of the following requirements:

a) prior deposit of the securities to be sold or, in the case of purchase or transactions that may generate obligations, prior deposit of the amount corresponding to the operation;

b) in the case of option write-ups, upon prior deposit of the underlying securities or guarantees, through Genial, provided that they are also accepted as collateral by the organized market management entities, or cash in an amount deemed necessary; and

c) additional deposits of collateral at any time in operations carried out in the futures settlement markets.

(iii) Establish operational limits and/or mechanisms aimed at limiting risks to its Client, as a result of price variation and exceptional market conditions, and may refuse to receive orders and/or execute them, in whole or in part, upon immediate notice to the Client.

Even if the above requirements are met, Genial may, on its own initiative or that of the organized market management entities, refuse to receive any order, including via DMA or Home Broker, in whole or in part, immediately and without prior notice, and is not obliged to reveal the reasons for the refusal, whenever it identifies:

a) Practice of unlawful acts or existence of irregularities, notably aimed at creating artificial conditions of price, supply or demand;

b) Offers or demands in the market with the intention of price manipulation;

c) Fraudulent operations;

d) Use of unfair practices and/or financial incapacity;

e) Clients who are, for any reason, prevented from operating in the securities market or who are included in restrictions dictated by Genial's internal policies; e

f) Other atypicalities or technical/operational elements that put at risk the trading environment of the organized market management entities or Genial.

When the order is issued/transmitted in writing, Genial will formalize the eventual refusal also in writing.

The Client, in case of non-compliance with any of its contractual or regulatory obligations, especially those provided for herein, is subject to the payment of fines and is responsible for the burden and expenses that its default causes, or that are necessary to comply with the obligations incumbent on it.

5.2. Oferta *Retail Liquidity Provider* (RLP)

The RLP consists of a type of offering that works exclusively within B3's PUMA Trading System and that allows the provision of liquidity for part of the flow of aggressive offers from retail clients, ensuring compliance with the principles of best execution and adequate price formation, according to the characteristics established by B3.

Through the RLP offer, Genial can act as a counterparty to the purchase and sale orders of securities for its retail clients (individuals and non-financial legal entities), in order to offer greater liquidity to certain assets.

This category of offer is exclusive to aggressive orders, i.e., those whose prices are better than or equal to the best bid and ask prices and for assets authorized by current regulations.

Genial's obligations in its performance in the RLP offer are:

- Register the account number that will be used in the RLP offering with B3;
- Exclusive use in offers of Genial's retail customers, of the limited or market type;
- When the deal is not closed, the RLP offer will be cancelled at the end of the day;
- The option to be a counterparty to an RLP offering will be available to every retail customer so that they can *opt-in* or *opt-out* their participation as an aggressor of RLP offers;
- Ensure that there is no artificial damming of retail client orders, forwarding them directly to B3's PUMA Trading System;
- Ensure that all our retail customers can be aggressors of the RLP offer;
- Publish monthly on Genial's website the minimum information required by current regulations;
- The number of contracts negotiated cannot exceed the percentage imposed by the regulation; e
- In the event of excessive negotiation of contracts by RLP, Genial will carry out the compensation in the immediately following month or until the total excess is compensated, in order to ensure compliance with the limit required by the regulation.

RLP offerings serve the index mini-contract (WIN) and dollar (WDO) futures market and the stock market, so Client's authorization to use RLP offerings covers both markets.

The RLP page of the Genial website, at address https://www.genialinvestimentos.com.br/rlp/, provides the following information monthly:

(i) Volume traded by Genial using the RLP offer;

(ii) Products in relation to which Genial allows the RLP offer, either trading against its own portfolio or by flow sale;

(iii) Percentage of customers served by the RLP offer;

(iv) Number of customers who had some kind of benefit from the RLP offer (improvement in price or quantity);

(v) Quantity of retail customer contracts and offers executed against the RLP offer;

(vi) Quantity of improved offers; e

(vii) Improved number of contracts.

The detailed description of the rules of the RLP offer is published in B3's Circular Letter 003/2022-VPC, of 01/06/2022, available at www.b3.com.br, Regulation, Letters and Communications.

5.3. Order size restrictions

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

5.3.1.1. General Clients - not classified as *High Frequency Traders* (HFTs):

For this category of clients, no restrictions on order size are applicable, and they are allowed the maximum size allowed, according to information 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 will respect the specific reduced limit contained in **Genial's** Trader Cockpit *(https://trader.genialinvestimentos.com.br/MarginLeverage*).

However, an additional daily allowance will be granted, within which a certain number of orders can be executed, with a quantity higher than the stipulated reduced limit, but lower than the limit set for general clients. Such a franchise will also be defined in **Genial's** Trader Cockpit *(https://trader.genialinvestimentos.com.br/MarginLeverage*).

The franchises will be monitored in real time by Genial's Risk area and, once the ceiling is reached, the size of the order will be automatically changed in B3's Line system, through API calls, reestablishing the original limitation.

Also, the control will be done by CPF and the counter will be reset daily, at the beginning of the trading session.

Below, we bring you an **illustrative** example:

- Maximum order size for general customers: 2,000 contracts.
- Reduced size for clients classified as HFTs: 150 contracts.
- Additional daily allowance of orders for clients classified as HFTs, executed above 150 contracts: 50 orders.

In this scenario, all clients who are not HFTs (understood as an HFT client who has the aforementioned discount granted by B3), will be able to execute an unlimited number of orders per day with the maximum number of contracts allowed by Genial, in this case, 2,000 contracts.

Clients who are HFTs will be able to execute an unlimited amount of orders per day with the maximum amount of contracts allowed by Genial, respecting the reduced limit of 150 contracts. Additionally, for these same HFT clients, it will be allowed to send up to 50 orders per day, with the quantity greater than the reduced size (150 contracts), but lower than the maximum size allowed by Genial for general clients (2,000 contracts, in this example).

From the executed order number 50, the maximum size will be automatically changed in the Line to 150 contracts, reinstating the previous limitation.

6. VALIDITY PERIOD OF ORDERS

The orders will be valid according to the deadline determined by the Client at the time of their issuance/transmission, and it is the Client's sole responsibility to request their cancellation before the end date of the deadline and ensure that there is no duplication.

7. ORDER CANCELLATION

Any and all orders may be canceled while not executed, and must be communicated to the Client, as follows:

(i) On the Client's own initiative;

(ii) On the initiative of Genial, in the following cases:

a) when the operation or circumstance and the available data point to a risk of default by the Customer;

b) when it contravenes the operational rules of the securities market;

c) when the Client decides to change any of its conditions, and a new order will be issued, if applicable, – the same procedure will be observed in the case of an order transmitted in writing, which has any type of erasure;

d) discontinuity/change of platform supplier;

e) on the initiative of the organized market management entities; and

f) when it contradicts the legal or regulatory rules of the organized markets managed by the organized market management entities.

The order not executed within the period pre-established by the Client will be automatically canceled by Genial. The canceled order will be kept in an automatic sequential file, along with the other orders issued.

7.1. Cancellations after the confirmed deal

If the regulatory bodies find infractions that imply the cancellation of operations already carried out, the business may be canceled. Therefore, prior confirmations do not represent an irreversible and irrevocable character.

According to special negotiation procedures, organized market management entities may also cancel previously carried out deals and send them to auction. Orders will be considered effectively executed when no violation of the rules is found and after the deadlines for carrying out the special trading procedures have expired.

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8. RULES ON THE EXECUTION OF ORDERS

Order execution is the act by which Genial complies with the order issued/transmitted by the Client by carrying out or registering a transaction in the markets in which it operates and within the best possible conditions for the Client, considering price, cost, speed, probability of execution or settlement, and other relevant criteria.

8.1. Execution

For execution purposes, orders for operations in the trading systems of organised market management entities may be grouped by market type and asset or specific characteristics of the contract.

For execution purposes, orders in the securities markets managed by the entities managing the organized market in the Over-the-Counter segment may be grouped by type, underlying asset, settlement date and price.

In the event of interruption of Genial's trading system or of the organized market management entities, for operational reasons or force majeure, Genial will allocate greater and better efforts, among the available options, to, if possible, promote the execution of the order.

Orders issued in person will be sent to the Client's *registered email* or recorded in writing, prior to their execution. If the Client appears in person at Genial, he will be directed to a meeting room so that he can transmit his orders through the telephone system, with the proper record of the telephone recording, or the registration in an electronic system, in the Client's logged in area.

8.2. Order execution for default

Genial will execute transactions for the purchase and/or sale of securities and rights of Clients who fail to honor their transactions of securities and rights.

In operations carried out due to default, emoluments, fees and brokerage will be levied, which must be paid by the Client.

8.3. Enforcement by court order

Genial will execute transactions for the purchase or sale of securities and rights that have been determined by court order or authorization. After the settlement of the operations carried out, accounts will be rendered to the ordering court and the organized market management entities may be informed of compliance with the judicial determination.

In operations carried out by court order or authorization, emoluments, fees and brokerage will be charged, which must be paid by the Client.

8.4. Operating Costs

As remuneration for the intermediation of operations by Genial, operating costs will be incurred by the Client, according to the remuneration table published on the *website* of Genial Investimentos, Costs and Fees, including, but not limited to, operations carried out in the over-the-counter market and securities lending and operations related to RLP offers.

The fees and emoluments charged by the organized market administrators will be due by the Client and borne by him. Genial will collect them and transfer the amounts to that institution when the financial settlement is made.

Any taxes, due by the Client as a result of its operations, will be withheld or collected by Genial and transferred within the regulatory period to the competent collection agency.

Genial may set minimum limits for the value of orders and the value of commissions for the Client to operate through the trading desk, in which case Genial will provide other means for the Client to carry out operations in amounts below the limits to be established.

9. ORDER EXECUTION CONFIRMATION

Genial will confirm the execution of the orders and the conditions under which they were executed, verbally in a timely manner to allow the Client's adequate control, through the use of electronic trading platforms or by e-mail containing the brokerage note on the day after the order is confirmed.

Operations made through Home Broker can have their confirmation viewed in the Home Broker system simultaneously with their execution.

10. RELATED PERSONS

The related parties are defined under the terms of CVM Resolution 35/2021, and the following principles must be observed by Genial and the Client:

- To guide its activities by ethical conduct, caring for its own reputation and the reputation of Genial;
- Avoid conflict or appearance of conflicts of interest between your personal investments and Genial's business;
- Persons related to Genial may only trade securities in accordance with the provisions of Genial's Personal Investment Policy.

Under the terms of the applicable legislation and regulations, Genial may operate in a proprietary portfolio in the markets traded by the organized market management entities and in the over-the-counter markets, and may assume speculative positions for hedging purposes, act as a counterparty in situations of operational error and carry out operations to provide liquidity to its Clients (market maker and *facilitation).*). Its resources are primarily invested in government securities, investment funds and/or private liquidity securities, and may also be invested in any other financial assets.

Genial has an error account specifically intended for the launch of operations originated by operational error.

11. RULES REGARDING THE DISTRIBUTION OF BUSINESS

Genial will distribute the trades carried out in the managed entities of the organized market by type of market, security/contract and by standard/fractional lot, in compliance with the following criteria:

(a) Only orders that are subject to execution at the time of execution of a business will compete in its distribution;

(b) Orders from people not linked to Genial will have priority over orders from people linked to it;

(c) The administered, financing, monitored and matched orders do not compete with each other or with the others, since the business was carried out exclusively to serve them.

Observing the criteria mentioned in the previous letters, the chronological numbering of the order receipt will determine the priority for the distribution service of the order issued by the Customer of the same category, except for the monitored order, in which the Customer interferes in real time.

11.1. Specification of business in organized market management entities

The specification of the business executed by Genial in the markets managed by the organized market management entities, in compliance with Customer orders, will be carried out according to the schedules stipulated by the organized market management entities.

In DMA, Co-location and Home Broker trading, the business specification takes place directly at the order placement. In the event that the specification is originally under a master/manager account, it is later possible, within what is presented in this document, the specification for Clients linked to the master/manager account.

The above schedules may be modified at any time by determination of the organized market management entities

12. SETTLEMENT OF OPERATIONS

Genial will maintain, in the name of the Client, a checking account that cannot be moved by check, intended for the registration of its operations and the debits and credits made in its name.

The Client undertakes to pay with its own resources to Genial, by the means made available to it, the debts arising from the execution of orders for operations carried out on its behalf and order, as well as the expenses related to the operations.

The financial resources sent by the Client via the banking system will only be considered available after the respective confirmation by Genial.

Transfers made by Genial to the non-resident investor Client may be made to the current account of the custodian or portfolio manager hired by the non-resident investor.

In the event that there are outstanding debts in the name of the Client, Genial is authorized to settle, on the stock exchange or in clearing and settlement houses, the contracts, rights and assets, acquired on its account and order, as well as to execute assets and rights given as collateral for its operations, or that are in the possession of Genial, applying the proceeds obtained in the payment of outstanding debts, regardless of judicial or extrajudicial notification. If settlement debts still persist, Genial may take the legal measures it deems necessary.

The amounts resulting from the application of fines by the organized market management entities for non-compliance with the Client's obligations provided for in the Regulations and Rules of the organized market management entities (available at www.b3.com.br, Regulation and https://bee4.com.br/regulacao-supervisao/) will be debited from the Client's current account held at Genial, and the Client will be responsible for settling the amount of the fine.

The settlement of value transfer operations will occur upon request of the client, which can be carried out directly in the logged in area of the Participant's platform or by sending an e-mail to the official channels made available. Transactions will be settled through TED or PIX, observing the processing deadline until 5:00 pm (seventeen hours) on business days

13. INVESTMENT MONITORING

The procedures for identifying the investor profile are governed in accordance with CVM Resolution 30/2021.

Genial adopts policies and procedures to ensure an adequate offer of products and services according to the needs, interests and objectives of our Clients. To this end, it is necessary to evaluate the investor to know his risk tolerance, his availability of resources and investment time horizon, in order to qualify him for the appropriate investment and protect him from any wrong choices.

The classification of Clients applied by Genial is documented internally in the *Suitability Policy*, widely disseminated to the areas involved in the process.

The deadline for updating the investor profile follows the same deadline for updating the Client's registration, and may be anticipated according to current regulations. If the proper update is not carried out, the account will be blocked until the profile update is regularized.

13.1. Methodology

Genial must adopt measures to verify profile compatibility ("suitability"), including, but not limited to:

(a) To assess the degree of knowledge and level of experience of Clients about our products and the financial and capital markets in general; obtain the information necessary to classify customers internally; refrain from recommending or making investment decisions on behalf of the Client in the event of a mismatch with respect to its profile classification or non-suitability for the related product;

(b) The Advisor must inform in advance the Clients who wish to make new investments in products classified as inadequate, according to their profile;

(c) Establish recorded or personal telephone contact with Customers who present themselves spontaneously or do not update information that allows Genial to carry out an adequate analysis;

(d) Classify the Client in view of the information received based on subjective and objective internal parameters;

(e) After an internal classification carried out automatically based on the answers to a specific questionnaire, the Client must obtain the information of his investor profile;

(f) Only offer or recommend products and services that fall within the Customer's classification.

13.2. Investment Profile

The Clients' investment profile will be defined considering the Client's investment objectives, degree of risk tolerance, knowledge and experience. In addition, relevant information such as the Client's operating history, its assets and the composition of its investment portfolio will be taken into account.

Such information will be obtained through a specific questionnaire ("Suitability Questionnaire") that must be fully completed and/or validated at the time of the Client's initial registration and periodic updates, according to regulatory and internal determinations, as well as in cases of demand from regulatory, inspection and audit bodies.

The process for defining and monitoring the classification of each Client's investment profile will occur through:

(i) Complete completion of the *Suitability Questionnaire*;

(ii) Monitoring of profile mismatch, with adherence to the term of Awareness of Declassification and Responsibility, in cases where the Client makes investments in products that are not in line with its investor profile;

(iii) Monitoring of the Client's operations, in order to trace objectively and with operational evidence, the Client's real behavior.

13.3. Classification of Investment Profiles

Clients can be classified according to their investment profile, differentiating themselves by risk appetite or aversion, as follows:

CONSERVATIVE: the main characteristic of these investors is the prioritization of the security of their investments, that is, they tolerate only low risks and small devaluation and/or loss of their assets. They tend to opt for investments that have minimal risk and can be redeemed in a short period, eventually accepting a lower return. As a rule, they have little knowledge about the financial market, its products, characteristics and associated risks. These are customers who tend to opt for few products, notably low risk, and who use little or express interest in the diversity of products and services made available by Genial.

MODERATE: Investors classified as moderate tolerate medium exposure to risks, in search of differentiated gains, have little need for liquidity in the short term and seek the preservation of their wealth in the long term. They tend to increase their profitability a little and diversify their investments in bolder alternatives, accepting reduced risk of loss higher than the principal amount invested. These are customers who have a certain knowledge about the financial market, its products, characteristics and associated risks. They tend to seek diversification of their investments, relying on information and services provided by Genial (analysis reports, investment advice, financial education courses and informative materials).

BOLD: These are those investors who are willing to take on greater risks and potential losses (even higher than the principal invested) in exchange for high profitability. They are not concerned with momentary market fluctuations, as they see compensation in the medium and long term, having low or no need for liquidity in the short term. They have in-depth knowledge of the market and intimacy with its products, characteristics and respective risks, including exotic operations with derivatives, in addition to mastery in their investment decisions, including through the information and services made available by Genial.

For the purpose of waiving the duty to verify the adequacy of products, services and operations to the Client's profile defined in article 10 of CVM Resolution 30/2021, we describe the concepts of qualified and professional investors.

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 that have financial investments in an amount greater than R$ 10,000,000.00 (ten million reais) and that, in addition, attest in writing their condition as professional investors by means of a specific term, in accordance with Annex A of CVM Resolution 30/2021; V – investment funds; VI – investment clubs, provided that their portfolio is managed by a securities portfolio administrator authorized by the CVM; VII – independent investment agents, securities portfolio managers, securities analysts and securities consultants authorized by the CVM, in relation to their own resources; and VIII – non-resident investors.

The following are considered Qualified Investors:

I – professional investors; II – individuals or legal entities that have financial investments in an amount greater than R$ 1,000,000.00 (one million reais) and that, in addition, attest in writing their condition as qualified investors by means of a specific term, in accordance with Annex B of CVM Resolution 30/2021; III – individuals who have passed technical qualification exams or have certifications approved by the CVM as requirements for the registration of independent investment agents, securities portfolio managers, securities analysts and securities consultants, in relation to their own resources; and IV – investment clubs, provided that their portfolio is managed by one or more shareholders, who are qualified investors.

14. ASSET CUSTODY

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

The inflow of funds arising from rights related to securities deposited in custody or in guarantees in the organized market management entities will be credited to the Client's checking account at Genial and the assets received will be deposited in its custody account in the organized market management entities.

The exercise of the right to subscribe to assets will only be carried out by Genial with the Client's authorization and prior deposit of the corresponding cash. The lack of timely manifestation and/or the lack of sufficient balance or non-transfer of funds exempts Genial from exercising the right to subscribe to assets.

The Client will receive the monthly statements or e-mails at the address indicated to Genial, sent by the organized market management entities, containing, respectively, the list of assets and other transactions that occurred on their behalf, being certain that the option for physical receipt of the statement will bring costs to the Client. Additionally, the organized market management entities make available on their website the Client's consultation of their statement, upon prior registration.

The custody account, opened by Genial in the organized market management entities, will be operated exclusively by Genial.

Genial will make available to its Clients information related to the custody position and movement of assets and maintains control of the Clients' positions, with periodic reconciliation between:

a) Orders executed;

b) Constant positions in the database that generate the statements and statements of movement provided to its Customers; e

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

14.1. Transfer of Custody of Securities

The Client who wishes to transfer its assets to the same ownership in another custodian must submit the completed securities transfer request (STVM), along with the supporting documentation, digitally signed or accompanied by the identity document with the same signature of the STVM.

It should be noted that, after sending the STVM, the Client will not be able to sell the assets subject to transfer, at the risk of short operation and/or cancellation of the STVM, as well as will be responsible for the resulting costs.

In the event of transfer of assets to another ownership, the Client must forward to the Customer Service area or to its advisor the completed securities transfer request (STVM), together with the supporting documentation, digitally signed or accompanied by the identity document with the same signature of the STVM. Only transfers of assets to another holder who has an account registered with Genial will be accepted.

As soon as the Client's STVM is received, Genial will perform the necessary validations for its processing within a maximum period of 2 (two) business days. If there are no pending issues, the custody transfer will be made at the Central Depository of the organized market management entities within the period mentioned above.

For requests for transfer of securities that are not met within a maximum period of 2 (two) business days, Genial must inform the client if the transfer request cannot be implemented due to inconsistencies or incompleteness in the completion of the STVM, the non-compliance of the documentation sent or the need for additional time to analyze the documentation sent by the Client, this being 2 (two) business days, counting from the date of receipt, by Genial, of the request made by the Client.

In case of absence or insufficiency of the information and documents necessary for the transfer, registration inconsistencies, outstanding debts, assets with settlement of ongoing or blocked operations and other reasons that impact the processing of the Client's STVM, Genial will contact the Client in this regard, through its advisor or the Customer Service area, which will also be available to provide information and clarifications about the STVM, including the progress of the STVM.

Depending on the reason for the transfer of custody, the Customer must submit the following supporting documentation:

a) Private sale: Purchase and sale agreement of the asset, signed by both parties with notarization for authenticity.

b) Private loan between the parties: Asset loan agreement, signed by both parties with notarized signatures for authenticity.
c) Donation: Public deed in a notary or judicial office.
d) Inheritance: Extrajudicial inventory deed, formal partition or court order.
e) Court order: Document proving the court order issued by a judge.
f) Corporate succession: Social documentation proving corporate succession (incorporation, merger, spin-off, sale, transformation of an individual firm into a company).
g) Payment of quotas of clubs or investment funds: Bylaws/Regulations of the club or investment fund or Minutes of the meeting.

15. STOCK LENDING

Genial discloses in advance on its *website* the remuneration rates related to the stock loan operations and sends to the Clients the confirmation of the negotiation of the operation and the settlement note of the operation, detailing the total amount received or paid by the counterparty of the operation, the amount charged by Genial and the final amount paid or received by the Client.

16. RECORDING SYSTEM

The telephone conversations held between the Client and the professionals of Genial's Trading Desk and related to operations intended or carried out by the Clients are recorded.

The content of the recordings may be used as evidence to clarify issues related to the account and operations of a particular Client and may be requested by the Clients for a period of thirty (30) days from the date on which the conversation was held.

Genial will keep, for a minimum period of 5 (five) years, in a secure, complete and intelligible manner, the recordings from the date of issuance of the order, all written orders and the registration documentation of the Customers.

Communications via *e-mail* or instant message are also recorded and their content is kept under Genial's custody in a secure, complete and intelligible manner for a minimum period of 5 (five) years from the date of the occurrence of the communication.

The recording system will contain:

a) Date and time of the start and end of each recording of Customers' calls;

b) The elements that allow the identification of the representative of Genial, table and trading floor operators and the Client who has issued the order;

c) The characteristics and conditions of execution of the order, which must be ratified on the spot upon request for confirmation from the Client; e

d) Controls that ensure the totality of recordings made of each Client, from the beginning to the end of their trades.

Genial will keep all recordings made available to the organized market administrators and the competent authorities.

17. TRANSACTIONS WITH SECURITIES VIA THE INTERNET, THROUGH HOME BROKER AND DMA

17.1. Home Broker

Genial provides its Clients, duly authorized, with the possibility of transmitting trade orders through the Home Broker System in the segments enabled for this purpose by the organized market management entities

This system consists of automated service, enabling Customers to place, for immediate execution, orders to buy and sell securities in the spot, options and futures, agricultural and financial derivatives markets. Orders sent directly via the Home Broker System will always be considered as orders transmitted in writing.

17.2. "Direct Market Access" ou "DMA"

Genial may make available, at its sole discretion, to certain Clients, access to the markets managed by the organized market management entities via the 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 the organized market management entities.

The DMA consists of the provision of an automated service of intermediation of operations, where Clients will be able to place orders to buy or sell securities for immediate execution, in the spot, forward and options markets, without the need to interact with a Genial operator.

If it is not possible for the order to be transmitted via DMA, the Client will have the option to transmit it directly to Genial's trading desk.

Electronic access systems to the DMA model are, like any automated tool, vulnerable to fraud and *hacker* activity. Due to the risks inherent to this type of operation, Genial cannot be held responsible for transmission problems, interference, failures, inoperability or interventions.

In the DMA trading model, trading activities are subject to supervision and monitoring by organized market management entities and by regulatory and self-regulatory bodies, with the Client expressly adhering to the rules and procedures established by them.

Orders sent through the DMA will be accepted and executed only after their effective receipt by the trading systems of the organized market management entities and return of the confirmation of receipt.

The cancellation of the transactions transmitted through the DMA will be considered accepted only after its effective reception by the trading systems of the organized market management entities and provided that the corresponding trade has not been carried out.

The confirmation of the execution of orders received via DMA will be made by Genial through a report issued by the Electronic Order Routing System itself.

Orders transmitted via DMA will be considered effectively fulfilled when no violation of securities market rules is found and after the deadlines for carrying out the special trading procedures provided for in the rules issued by the organized market management entities or by the CVM have expired.

Genial will be responsible for the release of the DMA system to be used by the Clients, which will be responsible for the necessary structure for its correct implementation in the location to be agreed between the Client and Genial.

17.3. Procedures to be carried out in cases of instability or unavailability of trading platforms

All communication through the world wide web is subject to interruptions or delays, which may prevent or impair the sending of orders or the receipt of updated information related to order status; custody, operations and limit positions; and asset quotations. Thus, the Client must, before carrying out any operation, confirm such information on the trading platforms and service channels made available by Genial.

Genial informs any situations of unavailability or instability on the trading platforms through a message made available to Clients on the trading platforms and/or in the service chat.

Thus, in cases of instability or unavailability of the trading platform used by the Client, the Client must carry out the procedures detailed below, for canceling orders, zeroing positions and entering orders.

With regard to the service levels of the trading platforms, Genial establishes a maximum time of 500 milliseconds between the receipt of the Client's order in Genial's OMS (*Order Management System*) and its sending to the organized market administrators and 500 milliseconds between the receipt of the return from the organized market administrators by Genial and the updating of information to the Customer on the platform.

It should be noted that the times (i) between the sending of the order by the Client and its receipt at Genial, (ii) between the sending of the order by Genial and its receipt at B3, (iii) the processing of the order by the organized market management entities, (iv) the return of the organized market management entities to Genial, on the status of the Client's order in the environment of the organized market management entities, and (v) the sending of the feedback on the status of the order to the Client, therefore, do not apply to the service levels of the trading platforms made available by Genial.

The maximum latency for updating the information made available to Clients on the trading platforms regarding the status of orders, operations and limits, and asset quotation, from the moment it receives the respective information from the entities managing the organized market, will be 10 seconds. The time of the last update of this information can be viewed on the trading platform by the Client.

With regard to the information of positions in custody, the Client should consult the Home Broker.

All information about the terms of contract, the operation of the trading platforms, the service levels and the procedures to be adopted in cases of instability are fully detailed at the following link: https://www.genialinvestimentos.com.br/trader/plataformas/termos-contratacao/.

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

Genial has internal controls to prevent money laundering, terrorist financing and the financing of the proliferation of weapons of mass destruction (AML/FTP), over its operations and those of its Customers, appropriate to the type of business, which cover the prevention, detection, verification and communication activities in the processes below:

(i) Know your Customer;

(ii) Registration and monitoring of Customers' operations, regardless of amounts;

(iii) Maintenance and conservation of the Customers' registration data, as well as the records of the operations carried out during the regulatory period;

(iv) Communication of atypical operations to the Council for the Control of Financial Activities – COAF;

(v) Evaluation of products, services and distribution channels, negotiation and registration;

(vi) Evaluation of business partners and suppliers;

(vii) Maintenance of a continuous AML/FTP training program for its employees;

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

19. INFORMATION SECURITY AND BUSINESS CONTINUITY

Genial has an Information Security Policy that includes:

(i) Logical and physical access controls;

(ii) Formal mechanisms for managing access and passwords, logical and physical segregation of conflicting activities;

(iii) Technology security and external access control solutions;

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

(v) Change management;

(vi) Proper *backup procedures*; and

(vii) Management of employee access to the world wide web.

Genial declares that all critical systems have audit trails for identifying the date, time, responsible and typifications of changes, maintenance and consultation.

In addition, Genial has a Business Contingency Plan appropriate to the *business core* and regularly performs verification and adequacy tests to ensure maximum efficiency and effectiveness of business continuity. Genial's offices have their own generator that is available for any power outages, being tested weekly.

20. GENERAL PROVISIONS

Genial will disclose, formally and immediately, any and all changes in these clauses of this RPA to its Customers. The effectiveness of any changes will occur from the seventh day of the date of publication of this document.

The new versions of this instrument may be disclosed by letter, e-mail, website and social networks on the Internet, as well as in an area logged in by Genial's website and/or APP.

In addition, Genial will always maintain, on its website (www.genialinvestimentos.com.br), an updated digital version of this document.

In case of need to access previous versions of this RPA, Customers may make such requests through Genial's service channels.

20.1. Ombudsman

Genial's Ombudsman area acts as a communication channel with Customers and is responsible for receiving, dealing and responding to queries, suggestions, complaints, criticisms, compliments and complaints from Customers, which have not been satisfactorily resolved by Genial's usual service channels.

The Ombudsman's service is available on business days (except weekends and holidays) from 9 am to 6 pm and the service channels available are: via DDG (0800 605 8888), *e-mail* (ouvidoria@genialinvestimentos.com.br), *website* www.genialinvestimentos.com.br (form), in person or mail.

20.2. Loss Compensation Mechanism (MRP)

If the Customer understands that any problem has not been solved by Genial's service channels or Ombudsman, he may activate the Loss Compensation Mechanism (MRP).

BSM Supervisão de Mercados and Bee4 maintain and manage the Loss Compensation Mechanism (MRP), whose objective is to ensure that investors are compensated for losses arising from errors or omissions committed by market participants, their managers or agents, within the scope of the intermediation of stock exchange operations with securities (such as purchase and sale of shares, derivatives and listed funds), as well as in the provision of custody services. The reimbursement is limited to the amount of up to R$ 120 thousand in the case of BSM and up to R$ 10 thousand in the case of Bee4. Losses related to fixed income operations (such as CDB, LCI, LCA, among others), investments in Treasury Direct, or losses resulting from market variations or exceptional conditions are not covered by the MRP.

To better understand how MRP works, visit https://www.bsmsupervisao.com.br/ressarcimento-de-prejuizos/como-funciona and https://bee4.com.br/regulamento-mecanismo-ressarcimento-prejuizo-bee4/

Another alternative is the Citizen Service (SAC) of the Securities and Exchange Commission (CVM).

The SAC is an electronic service channel made available by the CVM, for the registration of consultations, complaints, denunciations and other demands for the CVM, related to the securities market.

To better understand how CVM's service channels work, visit https://www.gov.br/cvm/pt-br/canais_atendimento/consultas-reclamacoes-denuncias.

With regard to complaints to the CVM, the Authority defines documents that are considered necessary: service protocol with the broker; electronic messages exchanged with the broker or its representatives; correspondence, advertisements or proposals received from the broker or its representatives; photos, videos, screen copies, recordings or any other type of document that substantiates the dispute presented by the client.

In any complaint, it is essential that the situation is properly detailed and accompanied by objective information and documents, as the case may be, so that an adequate analysis and treatment can be carried out, as well as keeping the registration data always updated with Genial, so that communication is fast and efficient.

20.3. General Data Protection Law

The Client authorizes Genial to share, in accordance with the provisions of our Privacy Policy, registration information (including those related to *suitability*), financial, related to active and passive operations, as well as the services provided, with Genial, subsidiaries, parent companies and under common control with the Broker, as well as with other companies, commercial partners and service providers, including, but not limited to, credit bureaus, *data bureaus, and companies specializing in fraud prevention.*

The Client declares to be aware of the content of the Privacy Policy available on Genial's website by the path: https://www.genialinvestimentos.com.br/politica-de-privacidade/.

Genial Investimentos CVM S.A.

Genial Institucional CCTVM S.A.

*Updates to this version are highlighted (in yellow).

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