



Actuation Rules and Parameters: B3

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INTRODUCTION

The company: **Genial Institucional Corretora de Câmbio Títulos e Valores Mobiliários S.A.** ("**Genial Institucional**", "**Genial**" or "**Broker**") and **Genial Investimentos Corretora de Valores Mobiliários S.A.** ("**Genial Investimentos**", "**Genial**" or "**Broker**"), pursuant to the provisions of the Brazilian Securities Commission ("**CVM**") through ICVM 505/11 in the other rules issued by B3 S.A. - BRASIL, BOLSA, BALCÃO, ("**B3**"), establishes, by means of this document, its rules and parameters of action regarding the receipt, registration, refusal, expiration date, priority, execution, business distribution and cancellation of trade orders received from its clients and procedures related to the settlement, clearing and custody of securities traded in B3's environment.

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1. CUSTOMER REGISTRATION AND IDENTIFICATION

Customer identification, registration and maintenance procedures will be governed by current legislation, in particular ICVM 301/1999, ICVM 505/2011, ICVM 506/2011 and ICVM 463/2008.

In accordance with the requirements of the aforementioned Instructions, the customer undertakes to update his registration date within 24 (twenty-four) months after the last update with Genial, as a result of having his account blocked for further operations, until the due regularization.

Prior to commencing operations in the organized securities markets, the client must provide all the information requested by Genial by completing and signing the registration documents and delivering copies of supporting personal documents, when requested.

After verification, identification of the client and registration duly approved by Genial, the investor shall sign the Term of Adherence to the "Intermediation Contract of Operations and Custody of Shares", and its Attachments, as applicable, which is registered in notary's offices in Genial's headquarters.

In the process of customer identification and registration, the following additional procedures are adopted: (i) verification of customer information in other databases; (ii) registration update of active clients within a period not exceeding 24 (twenty four) months; (iii) identification of Politically Exposed Persons ("PEP") and; (iv) identification of related persons, pursuant to current legislation.

The customer must fill in all the information applicable to his registration and keep it duly updated, being obliged to inform Genial any change within 10 (ten) days from the date of knowledge of the change, under penalty of having his account blocked for further operations until their regularization.

Maintenance of the information kept in the Clients' records, with the respective documents, including those that are not mandatory to be included in B3's systems, for eventual presentation to B3 itself, the Regulatory Agency, Self-Regulatory or the Judiciary.

1.1. Electronic Registration

The individual investor can register online. To do this you must access the Broker's website, under the option "Open your Account" and proceed with the electronic registration, you will be asked to fill in all the registration fields considered as mandatory by the Regulatory Bodies and the Legislation in force, as well as to be in accordance with the relevant contracts and complete the questionnaire to obtain the investor profile.

In the case of simplified registration of a non Resident Investor, the Brokerage House will meet the requirements set forth in the rules issued by the CVM.

If you do not issue orders or do not have securities in custody within 180 (one hundred and eighty) days, the customer will have his account automatically inactivated, requiring the complete update of the registration for its reactivation.

Genial may contract, through a specific contract, another member brokerage firm to operate on its own account in the markets managed by B3.

2. RULES REGARDING THE RECEIPT OF ORDERS

2.1. Types of orders accepted

According to ICVM 505/2011, "Order" means the act by which the client determines to a brokerage firm that operates in the premises or trading or registration systems (purchase or sale of assets or rights) of B3, SELIC (Special Settlement and Custody System) and / or Direct Treasury, recording the transaction in its name and under the conditions it specifies, observing the forms of transmission indicated in the register.

Genial will receive the following types of orders for spot, forward, option, futures, swap and fixed income trades provided the customer meets the other conditions set forth in this document:

- (i) **Order to Market** - is one in which the customer specifies only the quantity, characteristics of the assets or rights to be bought or sold and must be executed from the moment it is received.
- (ii) **Administered Order** - is that one in which the customer specifies only the quantity and characteristics of the assets or rights to be bought or sold, and Genial, in its discretion, determines the time and systems at which orders will be executed.
- (iii) **Concurrent Administered Order** - is that issued concurrently with one or more Managed or Discretionary Orders of the same asset, in the same sense, competing for execution. In trades executed through Concurrent Managed Orders, only after the execution of the Orders are trades allocated to the respective Customers, according to the average execution price.
- (iv) **Discretionary Order** - is the one given by the portfolio manager or who represents more than one customer, and it is up to the customer 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 amount of assets or rights to be assigned to each of them and the respective price.
- (v) **Limited Order** - is one that must only be executed at a price equal to or better than specified by the customer. All orders executed via Home Broker will be considered as Limited Orders.
- (vi) **Financing Order** - is an order to buy or sell an asset or right in a given market and simultaneously to sell or buy the same asset or right in the same or another market.
- (vii) **Stop Order** - is that in which the customer specifies the price of the asset or right from which the order is to be executed. The limit offer Stop becomes a limited offer as soon as the trigger price is reached.
- (viii) **Matched Order** - is that whose execution is linked to the execution of another sales order, which can be with or without price limit.
- (ix) **Tracked Order** - is that in which the client, in real time, decides and determines to the broker the execution conditions.
 - If the customer does not specify the type of order related to the operation they wish to perform, Genial may choose the one that best meets the instructions received by the customer.
 - Orders with characteristics of more than one type will be allowed, as long as they are compatible.
 - Orders received from other Institutions or asset managers will always be discretionary or monitored and must specify another type from those previously described.
 - The order, including discretionary, in which the customer does not specify the type will always be considered managed.

2.2. Order issuing forms

Genial will accept orders transmitted verbally and / or in writing, with the client's option to be included in its registration. Genial will accept the orders transmitted under the following conditions:

- (i) **Verbal Orders** - are the orders received by telephone or other voice transmission systems duly approved by B3 and Genial, which will have the same validity as the written ones, will come into effect and generate effects from the moment the Broker receives and files them; and
- (ii) **Written Orders** - are orders received via electronic chat via Bloomberg, Home Broker, DMA (Direct Market Access), Collocation, Reuters Messenger, Skype, State Agency and other similar apps or internal chat (in this case exclusive to employees). All chat messages are stored for the minimum period required by applicable law and can be retrieved to resolve any questions that may arise.

Verbal orders via telephone will only be accepted if made directly on the operator's institutional telephone. It is strictly **forbidden to use mobile phones** or any other electronic equipment on the operating tables, so only approved

equipment and means will be accepted. Orders must be transmitted by customers through the means described above and any order transmission made by means other than the above procedures will not be accepted.

In the event of disruption to Genial's electronic communication systems for operational or force majeure, orders may be issued / transmitted by the customer directly to Genial's trading desk (s) via telephones: **(11) 3206-8000 / 2920-8000**. In addition, if required, each client's advisor can also be contacted.

2.3. Regarding the persons authorized to transmit orders

Genial will accept customer orders transmitted by third parties, provided they are duly authorized by the account holder in question through its registration.

2.4. Trading via electronic systems

In electronic platform operations (Home Broker or DMA), the login, password and other procedures and / or access data to the platform are personal and not transferable, and the customer shall be fully responsible for any use or order made on his behalf in this form access, including in cases of damage, leaving Genial free and safe from any demands or complaints.

Genial may block the password when it deems its use as irregular or atypical, or in its sole discretion, immediately informed the customer.

Trading via electronic trading is the customer's choice, which expressly agrees that Genial will not be liable for any losses incurred as a result of disruptions in communication systems arising from failures and / or interventions by any communication service provider, technology or otherwise, and failures in availability and access to the operations system or its network. Customers, within B3's specific regulation and authorization, who are registered under a master / manager account may have orders issued by persons authorized to issue orders in the master / manager account.

In the operation via DMA or Home Broker, Genial may, on its own initiative or by B3, immediately and without notice refuse orders and even the customer access in case of atypicalities or technical / operational elements that endanger the environment from B3 or Genial.

In the case of transactions via DMA or Home Broker, orders will be considered accepted only after the moment of their actual reception by B3 and return by the acceptance information system.

Due to the risks inherent to the media used in B3's Electronic Trading Systems, DMA and Home Broker, Genial cannot be held responsible for transmission problems, interference or interventions caused by third parties or the media.

3. PERIOD FOR RECEIVING ORDERS

Orders will be received during the regular opening hours of their respective markets administered by B3.

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

4. RISK CONTROL

Genial establishes operational limits and internal control of intraday risk to its Clients in order to limit their risk and may refuse, in whole or in part, to execute Orders received or operations requested upon immediate communication to the Client. In addition, the broker may determine the customer's exposure to be reduced if the customer does not respond to additional collateral calls.

In the event of default by the Customer in the fulfillment of any of its obligations determined by the terms indicated by Genial and / or B3, or determined by the applicable regulations, the Customer will be expressly authorized, without prior notice or any other legal action to be settled, in accordance with stock exchange or clearing houses, the contracts, rights and assets acquired on its behalf and to perform assets and rights given as collateral to its operations or held by

the BROKER, applying the proceeds of the sale payment of outstanding debts, regardless of judicial or extrajudicial notification.

Customer is aware that non-payment of its contractual or regulatory obligations may also result in a fine and the inclusion of its name and other registration data in the list of B3 delinquent principals, as well as their inclusion in company delinquent records and / or public or private bodies and / or entities that maintain or provide credit protection services (SPC -Credit Protection Service and SERASA - Centralization of Bank Services - among others) and collection / execution lawsuits.

In operations carried out in the forward, options and futures markets, CBLC, B3 and / or Genial may additionally, at any time and in their sole discretion, require any additional and / or additional guarantees deemed necessary, subject to any value and / term, including for positions already registered, albeit at levels that are stricter than those stipulated in the respective regulations in force, to ensure full and timely compliance with Great, on his own behalf.

Genial may, at its discretion, require the Customer to replace the securities offered as collateral by others of Genial's own choosing.

Genial, in its sole discretion, may condition acceptance of orders to fulfill the following requirements:

For BOVESPA Segment - Assets

- Prior deposit of securities to be sold, in the event of purchase or movement, which may generate obligations, prior deposit of the amount corresponding to the cost of the operation;
- The securities to be sold are Custodian through Genial;
- In the event of shorting of options, the prior deposit of securities or guarantees; and
- Additional collateral deposits, at any time, in transactions carried out on future settlement markets.
- Even if the mentioned requirements are met, Genial may refuse to receive any order, in its sole discretion, and whenever it verifies the practice of unlawful acts or the existence of irregularities, especially regarding the creation of artificial conditions of prices, offers or demands in the market for price manipulation, fraudulent operations, use of unfair practices and / or financial incapacity of the customer, as well as registration pending.

For BMF Segment - Derivatives

- Prior deposit of assets accepted as collateral by B3 in the event of opening of the derivatives market position;
- In the case of short options launches, upon prior deposit of the underlying securities or guarantees, provided they are also accepted by B3, or cash deposit deemed necessary; and
- Additional collateral deposits to the operating limit established to the customer, at any time, in transactions carried out in future settlement markets.
- In the operation via DMA or Home Broker, Genial may, on its own initiative or by B3, immediately and without notice refuse orders and even the client's access if it is verified, in addition to the conditions exposed throughout this clause, technical elements and operational that endanger Genial or B3.

For Counter Segment

- Prior deposit of securities to be sold or, in the case of purchase or movements that may generate obligations, prior deposit of the amount corresponding to the total or partial cost of the operation;
- The securities to be sold are under-underwritten through Genial;
Additional deposits of guarantees to the operational limit established to the customer, at any time, in operations carried out in future settlement markets.

5. REGISTRATION AND REFUSAL PROCEDURES

Genial will record orders received through a computerized system, which will assign each order an automatic tracking sequence number, date of issue and time of receipt. The order will be registered in the market and trading system determined by the customer. In case of non-determination by the client, the brokerage house chose the market and the trading system that presents the best conditions of operational capacity. In the event of concurrency of orders, the priority for execution shall be determined by the chronological criterion.

5.1. REGISTRATION FORMALIZATION

When the order is received and accepted by Genial, it will make its registration through a specific and individualized form in a computerized system, giving each order the corresponding date and time, as well as the formalization of the registration of orders will present the following information:

For Bovespa and BM&F Segment

- i. Customer identification code with Genial;
- ii. Date, time and number indicating the chronological series of receipt;
- iii. Purpose of the order: characteristics and quantities of 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, onlendings or transactions of Directly Settled Participants - PLD;
- v. Price limit, 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 case of a representative or attorney of the client authorized to issue / transmit orders on their behalf;
- viii. Indication of operation of related person or own portfolio;
- ix. Financing orders will contain only the amount and rate, if applicable, specifying the securities only in the confirmation;
- x. Identification of the Electronic Trading Operator (alpha code) and Table Operator (name);
- xi. Identification of the operation number in B3;
- xii. Indication of received order status (executed, not executed or canceled).

For Accounts of type: Master, the indication of the account itself must occur within a maximum of 3 (three) hours from the registration. If the deal is not indicated within the defined timeframe, it may not be allocated to any investor linked to a Master Account. Customers who are linked to a Master Account in accordance with current regulations.

Securities owned by the client will be recorded in a separate and segregated position. Financial transactions resulting from operations involving securities by object, or from events related to these securities, will be credited or debited to the client's current account, indicated in their registration documentation.

Genial, in its sole discretion, may:

- (i) To execute the order transmitted by the customer through another institution with which it has a transfer contract;
- (ii) It may condition acceptance of orders to comply in whole or in part with the following requirements:
 - a) prior deposit of the securities to be sold or, in the case of purchase or movements that may generate obligations, prior deposit of the amount corresponding to the operation;
 - b) in the case of options launches, upon the prior deposit of the underlying securities or guarantees, through Genial, provided that they are also accepted as collateral by B3, or deposit of money in an amount deemed necessary; and

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

(i) to establish operational limits and / or mechanisms to limit risks to its customer due to price fluctuation and exceptional market conditions and may refuse to receive orders and / or execute them, in whole or in part, upon immediate communication to the customer;

(ii) even if the above requirements are met, Genial may refuse to receive any order, in whole or in part, upon immediate communication to the customer, not being required to disclose the reasons for the refusal, whenever:

(a) to verify the commission of unlawful acts or the existence of irregularities, notably concerning the creation of artificial price conditions;

b) to identify offers or demands in the market with the purpose of price manipulation;

c) to identify fraudulent transactions;

d) to identify the use of unfair practices and / or financial inability; and

e) to identify clients that are, for any reason, unable to operate in the securities market or that are subject to restrictions dictated by Genial's internal policies.

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

Customer, in the event of non-compliance with any of its contractual or regulatory obligations, especially those set forth herein, is liable to pay fines and is liable for the liens and expenses that its default causes or are required to comply with the obligations that compete with you.

Oferta Retail Liquidity Provider (RLP)

Through the RLP offering, Genial can act as a counterparty to the purchase and sale orders of securities for its retail customers (individuals), with the objective of offering greater liquidity to certain assets.

This offer category is exclusive for aggressor orders, ie those whose prices are better than or equal to the best buy and sell prices and for assets authorized by applicable law.

Genial's obligations in its role in the RLP Offer:

- To register the account number that will be used in the RLP offer with the B3 Trading Platform Superintendence;
- Exclusive use in business of Genial retail customers (individuals);
- When the deal is not closed, the RLP offer is canceled at the end of the day;
- The option to be a counterparty to an RLP offer will be available to all retail customers so that they may authorize or discontinue their participation as an RLP offer aggressor;
- To ensure that there is no artificial impoundment of retail customer orders by directing them to the PUMA Trading System;
- To ensure that all our individual customers can be aggressors of the RLP offer;
- Publish monthly on Genial website the minimum information required by current legislation;
- The number of contracts negotiated may not exceed the percentage imposed by law; and
- In case of excess trading of contracts by RLP, it will be compensated by Genial in the immediately following month or until the total excess is compensated, to ensure compliance with the limit required by law.
- To find out about the advantages and disadvantages of the RLP offer, access the following document on the B3 page:[http://www.b3.com.br/data/files/91/32/1A/FF/B534B610F94E03B6AC094EA8/OC%20019-2019-VOP%20%20RLP-V9%20-%2020190503%20limpo_REVISADO%20\(003\)_ANEXO_FORMATADO_R.pdf](http://www.b3.com.br/data/files/91/32/1A/FF/B534B610F94E03B6AC094EA8/OC%20019-2019-VOP%20%20RLP-V9%20-%2020190503%20limpo_REVISADO%20(003)_ANEXO_FORMATADO_R.pdf)

For Counter Segment

When the order is received and accepted by Genial, it will make its registration through a specific and individualized form in a computerized system, giving each order the corresponding date and time, as well as the formalization of the registration of orders will present the following information:

- i. Customer identification code with Genial;
- ii. Description of the asset object of the Order (characteristic and quantity of securities to be traded);
- iii. Nature of the transaction (purchase or sale; type of market, price);
- iv. Identification of the transmitter of the Order;
- v. Order Type (if applicable); and
- vi. Indication of the Related Person or Own Portfolio.

Genial shall not, under any circumstances, register the transaction in the CETIP system on a date other than the trading date, except in cases of scheduling.

Registration of the transaction to the appropriate system is mandatory at D + 0 of the trade date.

Securities owned by the client will be recorded in a separate and segregated position. Financial transactions resulting from operations involving securities by object, or from events related to these securities, will be credited or debited to the client's current account, indicated in their registration documentation.

Genial, in its sole discretion, may:

- (i) To execute the order transmitted by the customer through another institution with which it has a transfer contract;
- (ii) it may condition acceptance of orders to comply in whole or in part with the following requirements:
 - a) prior deposit of the securities to be sold or, in the case of purchase or movements that may generate obligations, prior deposit of the amount corresponding to the operation;
 - b) additional collateral deposits, at any time, in operations carried out on future settlement markets.
- (i) to establish operational limits and / or mechanisms to limit risks to its customer due to price fluctuation and exceptional market conditions and may refuse to receive orders and / or execute them, in whole or in part, upon immediate communication to the customer;
- (ii) even if the above requirements are met, Genial may refuse to receive any order, in whole or in part, upon immediate communication to the customer, not being required to disclose the reasons for the refusal, whenever:
 - (a) to verify the commission of unlawful acts or the existence of irregularities, notably concerning the creation of artificial price conditions;
 - b) to identify offers or demands in the market with the purpose of price manipulation;
 - c) to identify fraudulent transactions;
 - d) to identify the use of unfair practices and / or financial inability; and
 - e) to identify clients who are, for any reason, unable to operate in the securities market or who are subject to restrictions dictated by Genial's internal policies.

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

Customer, in the event of non-compliance with any of its contractual or regulatory obligations, especially those set forth herein, is liable to pay fines and is liable for the liens and expenses that its default causes or are required to comply with the obligations that compete with you.

6. PEOPLE AUTHORIZED TO ISSUE / TRANSMIT ORDERS

Genial may only receive orders issued / transmitted by the client or his representatives or attorneys, provided they are duly authorized and identified in the registration documentation. In the case of an attorney, the client will be required to present the respective power of attorney which will be filed with the client's registration documentation, and the client must inform Genial of the possible revocation of the power of attorney in case of power of attorney without expiration date.

7. EXPIRATION DATE OF THE ORDERS

The orders will be valid according to the deadline determined by the client when they are issued / transmitted, and it is solely up to the customer to request their cancellation before the deadline and ensure that there is no duplication.

8. CANCELLATION OF ORDERS

Any and all orders pending execution may be canceled and must be communicated to the customer as follows:

- (i) At the client's own initiative;
- (ii) At the initiative of Genial;
 - a) when the operation or circumstances and the available data indicate risk of customer default;
 - (b) when it contravenes securities market operating rules; and / or
 - c) when the customer decides to change any of its conditions, being issued, if applicable, a new order. The same procedure will be observed in the case of an order, transmitted in writing, that presents any type of erasure.
 - (d) at the initiative of B3; and.
 - e) Contrary to the legal or regulatory rules of organized markets administered by Cetip;

The order not executed within the time set by the customer will be automatically canceled by Genial. The canceled order will be kept in automatic sequential file, along with the other orders issued.

8.1. Subsequent Cancellations to the confirmed business

If the market regulators find violations that may result in cancellation of transactions already carried out, trades may be canceled. Therefore, the previous confirmations do not represent irreversible and irrevocable character.

According to special auction procedures contained in the CVM, B3 may also cancel previously executed trades and send to auction. The orders will be considered effectively executed when there is no violation of the rules and the deadlines for the performance of the special procedures, according to the CVM.

9. RULES REGARDING THE IMPLEMENTATION OF THE ORDERS

Order execution is the act by which Genial complies with the order issued / transmitted by the customer by performing or registering operations in the markets in which it operates.

9.1. Execution

For execution purposes, trading orders in the Exchange trading systems may be grouped by market type and specific contract title or characteristics.

For execution purposes, Orders on securities markets managed by B3 in the Counter segment may be grouped by asset type object, settlement date and price.

In case of interruption of Genial or B3 trading system, for operational or force majeure reasons, the Broker will allocate greater and better efforts, among the available options, in order to promote the execution of the order.

Orders issued in person will be sent to the registered customer's *email* prior to execution. If the investor appears in person at the brokerage firm, he will be directed to a meeting room so that he can transmit his orders through the telephone system with the proper recording of the telephone recording or registration by electronic system, in the client's login area.

9.2. Order execution by default

Genial will perform the purchase and / or sale operations of securities and rights of clients who fail to honor their securities and rights operations. After settlement of the transactions, accounts will be reported to the customer.

Transactions carried out by default will include fees, fees and brokerage, which must be paid by the customer.

9.3. Execution by court order

Genial will perform operations to buy or sell securities and rights that have been determined by order or court authorization. After the settlement of the operations performed, accounts will be reported to the ordering court and B3 will be informed of compliance with the court order.

Transactions carried out by order or court authorization will incur emoluments, fees and brokerage, which must be paid by the client.

9.4. Operational costs

The brokerage fee will be freely negotiated between the client and Genial upon contracting the services and signing the respective contracts with GENIAL.

Emoluments and fees charged by B3 will be due by and supported by the customer. Genial will charge them and pass on the amounts to that institution upon settlement.

Any taxes due by the client due to its operations will be withheld at source or collected by Genial and passed on within the regulatory period to the competent collection agency.

GENIAL may set minimum order value and commission amount limits for the Customer to operate through the trading desk, in which case GENIAL will provide other means for the Customer to trade below the limits to be set.

10. ORDER EXECUTION CONFIRMATION

In a timely manner to allow proper customer control, Genial will confirm the execution of the orders and the conditions under which they were executed verbally at the same time through the use of electronic trading platforms or by e-mail containing the Brokerage Note on the day after confirmation. Home Broker transactions can be confirmed in the Home Broker system at the same time as they are executed.

11. LINKED PEOPLE

Related Persons are defined in accordance with current legislation and shall observe the following principles in the conduct of their personal investments:

- To base its activities on ethical conduct, ensuring 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 linked to Genial may only trade securities in accordance with the provisions of Genial's Internal Personal Investment Policy;
- Genial may hold a proprietary portfolio in B3-traded and over-the-counter markets, and may assume speculative positions and / or for hedging purposes and asset hedging transactions.

12. RULES REGARDING BUSINESS DISTRIBUTION

Genial will distribute B3's business by market type, security / contract and standard / fractional lot, subject to the following criteria:

only orders that are enforceable at the time a business is entered into will compete in its distribution;

orders from people who are not linked to Genial will have priority over orders from people linked to it;

Managed, Financing, Monitored, and matched orders do not compete with each other or with each other, as the deals were conducted solely to serve them.

Observing the criteria mentioned in the previous letters, the chronological order receipt numbering will determine the priority for the order distribution fulfillment issued by the customer of the same category, except the Monitored order, where the customer interferes in real time.

12.1. Business Specification at B3

The specification of the business executed by Genial in the markets managed by B3, in compliance with sales orders, will be carried out in accordance with the hours stipulated by B3.

In DMA, Collocation and Home Broker trading, the business specification takes place directly in order placement. In case the specification was originally under a master / manager account, then it is possible, within the scope of this clause, the specification for the clients linked to it.

The above times may be modified according to B3 determinations. The above times may be modified at any time as determined by B3.

13. OPERATIONS SETTLEMENT

Genial will maintain, on behalf of the customer, a non-checkable checking account for the registration of its operations and the debts and credits made on its behalf.

The customer undertakes to pay Genial, by its own means, through the means made available to him, the debts arising from the execution of orders of operations carried out on his behalf and the expenses related to the operations.

The funds sent by the customer via the banking system will only be considered available after their confirmation by Genial.

Transfers made by Genial to the nonresident investor client may be made to the current account of the nonresident investor custody administrator or the third-party administrator hired by the nonresident investor.

In case of outstanding debts on behalf of the customer, Genial is authorized to settle, on a stock exchange or in a clearinghouse, the contracts, rights and assets acquired on its behalf and to enforce assets and rights pledged as collateral. 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 any legal action it deems necessary.

14. INVESTMENT MONITORING

Genial, in line with national and international best practices, adopts policies and procedures to ensure an adequate supply of products and services in accordance with the needs, interests and objectives of our customers. Therefore, an investor assessment is required to know their risk tolerance, resource availability and time horizon in order to qualify them for the appropriate investment and protect them from any wrong choices.

The client rating applied by the brokerage firm is documented internally in the Suitability Policy, widely disclosed to the areas involved in the process.

Methodology:

Genial must adopt some basic suitability verification measures, such as: assessing the customer's knowledge and experience of 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 case of non-compliance with the client's internal classification or non-suitability to the related product; Whenever possible, the officer must inform clients in advance that they wish to make new investments in products classified as inappropriate, according to their profile; establish recorded or personal telephone contact with clients who present themselves spontaneously or do not update information that allows Broker to perform an appropriate analysis; classify the customer in relation to the information received based on subjective and objective internal parameters; After internal classification, it is important that there is transparency in the process and that the person in charge of the relationship formally communicates to the client what their classification is and why; and only offer or recommend products and services that fit the customer's rating.

We must take care to obtain accurate information that allows us to offer only products and services that are in line with our customers' profile.

Investment Profile:

The investment profile of clients will be defined taking into account investment objectives, risk tolerance, customer knowledge and experience. Additionally, relevant information is taken into account, such as the client's operating history, equity and the composition of its investment portfolio.

This information is obtained through a specific questionnaire ("Suitability Questionnaire") that must be fully completed and / or validated at the time of initial customer registration and periodic updates, as required by law and in-house, as well as in cases of demand from regulatory agencies, supervisors and audits.

The process for defining and tracking each client's investment profile ranking will occur through:

Complete filling of the Suitability Questionnaire;

Monitoring of profile noncompliance;

Complete filling of the Disqualification and Responsibility Science Term;

Monitoring of customer operations in order to objectively and operationally trace the actual behavior of the customer;

Classification of the Investment Profiles:

CONSERVATIVE: The main characteristic of this investor is prioritization by the security of its investments, that is, it does not tolerate risks, devaluation and / or loss of its equity. It tends to opt for investments that have the least risk, eventually accepting lower returns.

MODERATE: Moderate profile investors also seek security in their operations, but tolerate some devaluation in their investments, although they do not admit to having to invest new resources. They tend to increase their profitability a bit and diversify their investments, not maintaining leveraged positions and seeking the balance between profitability and security.

BOLD: Bold customers are those who accept greater risk exposure, in search of additional gains in the medium and long term. They have knowledge of financial market instruments and, therefore, tolerate the temporary devaluation of their investments, in some cases having to contribute more resources to remedy eventual losses.

15. CUSTODY OF ASSETS

Prior to commencing operations at B3, the Customer adheres to the terms of the CBLC Asset Custody Services Contract entered into by this Broker, granting CBLC the power to, as trustee, transfer to its name, in issuing companies, the assets owned by them.

The services covered by this contract include the custody of assets, the updating, the receipt of dividends, bonuses, interest, income, the exercise of rights in general and other activities related to the Asset Custody Services.

The inflow of proceeds from rights related to securities deposited in custody or guarantees at B3 will be credited to the client's checking account at Genial and the assets received will be deposited to his custody account at CBLC.

The exercise of the right of subscription of assets will only be performed by Genial with the authorization of the client, and prior deposit of the corresponding cash. The lack of manifestation in a timely manner and / or the lack of sufficient balance or non-transfer of resources releases Genial from exercising the right.

The client will receive at the address indicated to Genial monthly extracts or e-mail, sent by CBLC and B3, containing, respectively, the list of assets and the amount of gold deposited, and other movements occurred in their name, being certain that the option to Physical receipt of the statement will bring costs to the customer. In addition, CBLC makes available on its website the client's consultation of its statement, upon prior registration.

The custody account opened by Genial at CBLC will be handled exclusively by this broker.

Genial will make available to its clients information regarding the custody position and asset movement and shall maintain control of the clients positions, with the periodic reconciliation between:

- a) Orders executed;
- b) Constant positions in the database that generate the statements and statements of movement provided to its customers; and
- c) Positions provided by clearing and settlement entities where appropriate.

If the client wishes to transfer his assets, he is responsible for forwarding to the broker's Custody area the request for transfer of securities to another custodian, together with the duly completed documentation (notarized STVM). Then, the customer signature document is verified by the broker's registration area. Upon receipt of these documents, validation is performed and if there are no pending issues, the custody transfer is made at the BM&F BOVESPA Clearing and Settlement Chambers.

16. RECORDING SYSTEM

Telephone conversations between the customer and Genial professionals to discuss matters relating to their operations will be recorded, and the contents of the recordings may be used as evidence to clarify issues related to a customer's account and operations and may be required by customers for a period of thirty (30) days from the date the conversation was held.

Genial maintains for a minimum period of 5 (five) years, in a safe, complete and intelligible manner, the recordings from the date of issue of the order, all written orders and customer registration documentation.

Communications via e-mail or instant message are also recorded and their contents are kept under Genial's safe, integrated and intelligible protection for a minimum period of 5 (five) years from the date of the communication.

The recording system contains:

- a) date and time of the beginning and end of each recording of customer calls;

- b) the elements that allow the identification of Genial representative, table and floor operators and the customer who issued the order;
- c) the characteristics and conditions of execution of the order, which shall be ratified, upon request, to the customer for confirmation; and
- d) controls that ensure the totality of recordings made by each client, from the beginning to the end of their negotiations.

Genial keeps available for the scholarships and the competent authorities all the recordings made.

17. INTERNET SECURITIES OPERATIONS BY HOME BROKER AND DMA

17.1. Home Broker

Genial provides its duly authorized clients with the possibility of transmitting trading orders through the Home Broker System in the segments authorized for such purpose by B3.

The system consists of automated service enabling its clients to place, for immediate execution, purchase and sale orders of securities in the spot and options markets and agricultural and financial derivative futures segments. Orders when sent directly via the Home Broker System will always be considered as orders transmitted “in writing”.

If the order cannot be transmitted to the Genial Brokerage firm via Home Broker, the customer will have the option of transmitting it to Genial's trading desk, by the means permitted and described earlier in this document.

17.2. “Direct Market Access” or “DMA”

The Brokerage House may, at its sole discretion, make available to certain customers access to markets managed by B3 via the Electronic Order Routing System, directly in the electronic trading environment (“Direct Market Access” or “DMA”), provided that requirements and configurations established by B3, as long as they are met by customers

DMA consists of providing automated brokerage services where clients may place purchase or sale orders for immediate execution in spot, forward and option markets without the need for interaction with a Broker operator.

If the order cannot be transmitted via DMA, the customer will have the option of transmitting it directly to the Broker's trading desk.

Electronic DMA access systems are, like every automated tool, vulnerable to fraud and rack activity. Due to the risks inherent in this type of operation, the Brokerage House cannot be held responsible for transmission problems, interference, failures, inoperation or interventions.

In the DMA trading model, trading activities are subject to supervision and follow-up by B3 and the regulatory and self-regulatory bodies, expressly adhering to the rules and procedures established by them.

Orders sent through the DMA will only be accepted and executed upon receipt by B3's trading systems and return receipt acknowledgment.

The cancellation of transactions transmitted through the DMA will only be considered accepted after its effective receipt by B3's trading systems and provided that the corresponding deal has not been executed.

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

Orders transmitted via DMA will be considered effectively fulfilled when there is no violation of securities market rules and after the deadlines for performing the special trading procedures provided for in the standards issued by B3 or CVM.

The Brokerage House will be responsible for the release of the DMA system to be used by the clients, which will be responsible for the structure necessary for its correct implementation in the place to be agreed between the CUSTOMER and the BROKER.

18. ANTI-MONEY LAUNDERING AND FINANCING TERRORISM

Genial informs that it has internal controls for the prevention and combating of money laundering and terrorist financing, about its operations and its clients appropriate to the type of business, which contains the prevention, detection, verification and communication activities segregated in the processes below:

- (i) Registration and monitoring of customer operations, regardless of amounts;
- (ii) Maintenance and conservation of customer registration data, as well as records of operations carried out by the regulatory term;
- (iii) Communication of atypical operations to the Financial Activities Control Board - COAF; and
- (iv) Continuous development of procedures and controls that ensure maximum transparency in the operations performed by its clients.

Genial maintains an ongoing training program on prevention and combating money laundering and terrorist financing for its participants, as well as disclosing its procedures internally.

19. INFORMATION SECURITY AND BUSINESS CONTINUITY

Genial informs that it has an Information Security Policy that includes: (i) logical and physical access controls; (ii) formal access and password management mechanisms, logical and physical segregation of conflicting activities; (iii) technology security solutions and external access control; (iv) recording and monitoring of all interruptions and / or failures in systems, networks or telecommunication and integrity checking routines; (v) change management; (vi) proper backup procedures; and (viii) management of employee access to the worldwide computer network. In addition, Genial states that all critical systems have audit trails for date, time, responsible and change typifications, maintenance and consultation.

Additionally, Genial has a Business Contingency Plan appropriate to the business core and regularly conducts verification and compliance testing to ensure maximum efficiency and effectiveness of business continuity. Genial offices have their own generator that is available for any power outages and is tested weekly.

20. GENERAL PROVISIONS

The brokerage fee is negotiated with the client upon contracting the services and signing the respective contracts with Genial.

Genial controls the risk of its clients using the operational limit criteria, individually or collectively (type account: master or economic group), as appropriate.

Genial may operate in its own portfolio in the exchange-traded and over-the-counter markets and may assume speculative positions for hedging purposes or to act as counterparty in situations of operational error. 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, subject to applicable law.

It is noteworthy that the Broker has an error account, specifically intended for the launch of operations originated by operational error, according to current regulations.

Genial will regularly adopt rules, procedures and internal controls aimed at confirming the registration information, keeping the records updated and identifying the final beneficiaries of the operations, according to the applicable

legislation to the product and the market, in order to avoid, through them. , the misuse of the scholarship system by third parties, or even for money laundering, terrorist financing and / or fraud, being the client obliged to send information and documents whenever requested.

In accordance with current regulations, Genial acts as a third-party asset manager, having for that purpose physical segregation (*Chinese Wall*) and logic between any conflicting activities. In accordance with ICVM 505/11, Genial is prevented from accepting or executing orders from customers who are not previously registered or are out of date.

Due to the risks inherent to the media used in the Electronic Trading Systems, Home Broker and DMA, Genial Corretora de Valores cannot be held responsible for transmission problems, interference or interventions caused by third parties or the media.

Legislation applicable to Genial's products and markets will be regularly disclosed to its customers on the website: <http://brasilpluralcorretora.com/bd> and www.genialinvestimentos.com.br

In the event of a change in GENIAL's Rules and Practice Parameters, all active customers will be notified via registered e-mails, as well as the new version of the document will be published on the GENIAL website.

Genial Investimentos CVM S.A.

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Genial Institucional CCTVM S.A.

DRM – Luis Felipe Lima Costa

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