

AGREEMENT FOR INTERMEDIATION, CUSTODY, AND OTHER SERVICES

THIS AGREEMENT is entered into by and between ATIVA INVESTIMENTOS S.A. CORRETORA DE TÍTULOS, CÂMBIO E VALORES, a corporation registered under CNPJ/ME No. 33.775.974/0001-04, with its principal place of business at Avenida das Américas No. 3.500, Block 01, Edifício Londres 1.000, Rooms 311 to 318, Condomínio Le Monde Office, Barra da Tijuca, in the city of Rio de Janeiro, State of Rio de Janeiro, ZIP Code 22.640-102, hereinafter referred to as "**ATIVA**," and the Client, duly identified in the registration form, hereinafter referred to as "**CLIENT**," with both parties collectively referred to as the "**PARTIES**" and individually as a "**PARTY**";

WHEREAS:

- i) The **PARTIES** wish to establish the intermediation of transactions in the spot, available, options, futures, forward, equities, commodities, and financial assets markets, which **ATIVA** will conduct on behalf of the **CLIENT** on B3 S.A. – Brasil, Bolsa, Balcão ("B3") and other markets;
- ii) **ATIVA** is a corporation duly constituted and operating in the country, authorized and qualified by the Central Bank of Brazil ("**BACEN**") and the Brazilian Securities and Exchange Commission ("**CVM**") to provide the services that are the subject of this Agreement; and
- iii) The **CLIENT** is interested in contracting **ATIVA's** services for the custody of securities, in accordance with the provisions of the **ANBIMA** Code of Regulation and Best Practices for Qualified Services to the Capital Markets (**ANBIMA** Code) and the regulations issued by the **CVM**;

The **PARTIES** hereby mutually agree to enter into this Agreement for Intermediation, Custody, and Other Services, hereinafter referred to as the "**AGREEMENT**," which shall be governed by the following clauses and conditions:

1. OBJECT

1.1. The purpose of this **AGREEMENT** is to govern the rights and obligations of the **PARTIES** regarding the provision by **ATIVA**, on behalf and for the account of the **CLIENT**, of intermediation, execution, registration, and settlement services related to transactions carried out on the trading and registration systems of B3, in the markets it administers, and/or in organized and non-organized over-the-counter markets, including transactions registered in the Tesouro Direto, in the Special System for Settlement and Custody ("**SELIC**"), in **CETIP**, as well as fixed-income products and the acquisition of securities in public offerings by the **CLIENT**.

1.2. The objects of this **AGREEMENT** shall also include services related to the custody of securities and financial assets, in accordance with applicable law and as provided in this instrument.

1.3. The custody service consists of (i) the safekeeping of Financial Assets; (ii) sending information to the **CLIENT** about events associated with the Financial Assets; (iii) maintaining a Custody Account; (iv) the physical and financial settlement of Financial Assets, including the financial settlement of options and futures transactions, in accordance with applicable regulations; and (v) the payment of amounts due by the **CLIENT** related to the Services, such as, but not limited to, the transaction and registration fees owed to the central depository, clearinghouses, and settlement systems, intermediary institutions, banking fees, remuneration, and other charges.

1.4. The provision of portfolio management services, legal, tax, or investment advisory or consulting services by **ATIVA** does not constitute the object of this **AGREEMENT**. The **CLIENT** is solely responsible for the decision to acquire or dispose of Assets.

1.5. The custody of securities, commodities, and financial assets belonging to the **CLIENT** shall be under the responsibility of the B3 Clearing and Settlement Chamber ("B3 Chamber") and other clearing and custody chambers where ATIVA acts on behalf and for the account of the **CLIENT**.

2. APPLICABLE RULES

2.1. This **AGREEMENT** incorporates, as applicable, and the **PARTIES** agree to faithfully comply with, the following:

- a) The Rules and Parameters of Operation of **ATIVA**, with due observance of specific rules of governmental authorities that may affect the terms contained herein;
- b) The Operating Regulations and Operational Procedures of the securities markets, including but not limited to derivatives, foreign exchange, fixed income, and organized over-the-counter

markets, as well as the markets administered by B3, the rules and procedures of B3 as defined in its Bylaws, Regulations, Manuals, and Circular Letters, including the rules issued by BSM - B3 Market Supervision, particularly those related to the Investor Compensation Mechanism (MRP);

c) The applicable legal and regulatory provisions, as well as the specific rules governing the operations covered by this **AGREEMENT**, issued by the competent supervisory, regulatory, and self-regulatory bodies, notably the National Monetary Council, B3, Central Bank of Brazil, ANBIMA, CETIP, and the Securities and Exchange Commission, including their subsequent updates;

d) The Regulations and Operational Procedures of the B3 Clearing and Settlement Chamber ("B3 Chamber"), especially the rules regarding the clearing and settlement of transactions carried out in the spot and futures markets administered by B3, including the custody of assets;

e) The trading hours established by the aforementioned entities, as well as those adopted by **ATIVA**;

f) The legislation concerning the prevention and combating of activities related to asset concealment and money laundering;

g) The guidelines for the suitability of products, services, or transactions to the investor's profile and suitability rules; and

h) The applicable legislation, customs, and practices adopted, practiced, and accepted in the Brazilian capital markets.

2.2. The **CLIENT** and **ATIVA** acknowledge that B3 is a self-regulatory entity of the Brazilian capital markets and, as an auxiliary body of the Securities and Exchange Commission - CVM, is responsible for self-regulating and supervising the operations and custody, clearing, and settlement activities carried out by securities brokers in the markets administered by B3, which are cleared and settled within B3.

2.3. The **CLIENT** and **ATIVA** are aware that, in accordance with the above provisions, B3 may, in order to maintain an adequate system for transactions carried out in the spot and futures markets, amend the rules applicable to transactions in these markets, including regarding their clearing and settlement, the required margin levels, their composition, the calculation methods, and the rules for the movement of such values, and such amendments may be applied to the positions existing at the

time of the amendment.

2.4. All amendments to the regulations mentioned in this **AGREEMENT** shall automatically apply to orders and transactions resulting therefrom, with **ATIVA** responsible for making them available to the **CLIENT**.

2.5. The **CLIENT** attests that copies of the normative documents, including CVM Resolution No. 35 of May 26, 2021, and subsequent amendments, the Rules and Parameters of Operation, and **ATIVA's** Code of Conduct, have been made available to them.

3. PROVISION OF CUSTODY SERVICES

3.1. The custody service includes:

- a) Handling events related to Financial Assets, meaning the continuous monitoring of information regarding events decided by the issuers of such assets;
- b) Administration and financial settlement of Financial Assets;
- c) Receiving and passing on to the **CLIENT** the financial events related to Financial Assets;
- d) Administration and reporting of events associated with these Financial Assets;
- e) Financial settlement of derivatives and swap contracts, as well as the payment, exclusively with the **CLIENT's** funds, of taxes, fees, and charges related to the services provided, such as (but not limited to) the transaction and registration fees owed to the Central Depository in which **ATIVA** is a participant and to the clearinghouses and settlement systems;
- f) Control and safekeeping, with the Custody Systems (as defined below), of the Financial Assets owned by the **CLIENT**;
- g) Daily reconciliation of the **CLIENT's** positions, including between the positions held in the Custody Account (as defined below) and those provided by the Custody Systems, as applicable, ensuring that the Financial Assets and the rights arising from them are registered in the name of the **CLIENT** with the Custody Systems, where applicable; and
- h) Processing the Movement Orders received from the **CLIENT** or by Authorized Persons under contract or mandate to act on behalf of the **CLIENT**, who must be listed in the authorized persons list for issuing orders, as well as informing the **CLIENT** about these movements.

3.2. The positions held in the Custody Accounts referred to in clause 3.1 above must correspond, for

Financial Assets subject to centralized deposit, to those held by the Central Depository in which **ATIVA** is a participant.

3.3. Settlement consists of:

- a) Validating the transaction information received from the **CLIENT** against the information received from the intermediary institution of the transactions;
- b) Informing the **PARTIES** of any discrepancies that prevent the settlement of transactions; and
- c) Financially settling the Financial Assets evidenced by the transaction documentation, provided that the terms of the Financial Asset issuance instrument are observed and in accordance with the rules of the various Central Depositories in which **ATIVA** is a participant and the clearinghouses and settlement systems.

3.4. The settlement process is divided into:

- a) Pre-settlement, which consists of the preliminary procedures adopted to ensure the financial settlement of transactions with the **CLIENT's** Financial Assets, under **ATIVA's** responsibility, involving: (i) validating the transaction information for Financial Assets acquired or disposed of by the **CLIENT**, received from the **CLIENT**, against the information received from the intermediary institution of the transactions; (ii) analyzing and verifying the mandate of Authorized Persons, where applicable; (iii) checking the position of Financial Assets in custody, owned by the respective **CLIENT**, where applicable; and (iv) verifying the availability of the **CLIENT's** funds.
- b) Execution, which consists of financial settlement through the receipt or delivery of funds and/or Financial Assets owned by the **CLIENT**;
- c) Collecting and receiving, on behalf of the **CLIENT**, payments, redemption of securities, or any other income related to the securities in custody, depositing the received amounts directly into: (i) an account owned by the **CLIENT**; or (ii) a special account established by the **PARTIES** with financial institutions, under a Contract, intended to hold deposits made by the debtor and held in custody until the fulfillment of specified requirements verified by **ATIVA** (escrow account); and
- d) Issuing, as stipulated contractually, documents, statements, or reports that reflect: (i) the stock of Financial Assets; (ii) financial transactions; and (iii) the collection of fees and taxes.

3.5. For the purposes of this **AGREEMENT**, "Custody System" refers to the custody environments available in the Central Securities Depository (CETIP), the Special System for Settlement and Custody (Selic), and B3 S.A. – Brasil, Bolsa, Balcão (B3).

3.5.1. **ATIVA**, under current legislation, may contract third parties to provide the services covered by this **AGREEMENT**, while remaining responsible to the **CLIENT** for the activities carried out by such third parties, in accordance with the applicable law.

3.6. The **CLIENT**, including the Fund(s) where applicable, grants **ATIVA** special powers to perform all acts necessary for the execution of the Services on their behalf.

4. OPENING AND MOVEMENT OF ACCOUNTS

4.1. **ATIVA** will open one or more custody accounts in the name of the **CLIENT** ("Custody Account"), along with a corresponding settlement account for the financial settlement of Financial Assets and for making payments/movements ("Current Account"), in which, upon prior notice to the **CLIENT**, all amounts to be paid or received under this **AGREEMENT** will be debited or credited, including:

- a) Deposits, withdrawals, and transfers of Financial Assets;
- b) Acts and events related to Financial Assets that result in movements in the Current Account;
- c) Transfers due to the creation of liens or encumbrances on the Financial Assets in custody;
- d) Any expenses incurred by **ATIVA** in fulfilling its obligations under the **AGREEMENT**, which are considered **CLIENT** charges;
- e) Any taxes, duties, or charges that, by legal or regulatory provision, must be collected by **ATIVA** on behalf of the **CLIENT**; and
- f) Yields, amortizations, and other amounts resulting from the **CLIENT's** investments and redemptions. Additionally, the aforementioned payments cannot exceed the available amount in the Current Account.

4.2. The establishment of any liens or encumbrances on the Financial Assets will not necessarily be carried out upon express communication from the **CLIENT** to **ATIVA** and the submission of the legal document authorizing such establishment.

4.3. The Custody Account and Current Account will only be moved by **ATIVA** upon the **CLIENT's**

Order, as provided in this **AGREEMENT**.

4.4. **ATIVA** must indicate the banking institution through which the financial resources related to custody events will pass.

4.5. The Financial Assets in custody will only be available for movement by the **CLIENT** after the confirmation of their entry into the Custody Account, except in cases where they are unavailable due to duly registered liens or encumbrances or due to the exercise of rights.

4.6. The costs of (i) opening, maintaining, and moving Custody Accounts, Expense Accounts, and Settlement Accounts; (ii) custody of the Assets with auxiliary agents referred to in item 4.4 above; and (iii) applicable banking fees; will be the responsibility of the **CLIENT**, who hereby agrees to bear such costs on the dates corresponding charges are made.

4.7. Legal expenses incurred by **ATIVA** will be reimbursed by the **CLIENT**, under current regulations, provided that **ATIVA** has been previously authorized by the **CLIENT** in writing to incur such expenses.

4.8. Movements in the Custody Account representing the Financial Assets in custody will be carried out by **ATIVA** on the same business day as receiving the respective request, provided that the schedules defined in **ATIVA's** Rules and Performance Parameters ("Rules and Performance Parameters") are observed.

4.9. **ATIVA** will provide the **CLIENT** with statements of their Custody Account (i) whenever requested; or (ii) at least once a year, if there is no movement or request.

4.10. In the event of non-compliance by the **CLIENT** with any responsibilities or obligations under the **AGREEMENT** upon maturity, **ATIVA** may sell or realize any of the **CLIENT's** Financial Assets, applying the proceeds from such sale or realization to fulfill these responsibilities and obligations.

4.11. The settlement of transactions resulting from sales or purchases will be carried out directly by **ATIVA** on behalf of the **CLIENT**, with the counterparties.

4.12. **ATIVA** holds main accounts for fungible custody of registered shares and custody of financial assets and commodities, registered in its name with each of the Clearing and Custody Chambers. To hold the securities, commodities, and financial assets owned by the **CLIENT**, as well as their respective movements, **ATIVA** will open a sub-account within the aforementioned main accounts to identify the **CLIENT** using a specific code generated for them. This sub-account will be operated exclusively by **ATIVA**.

4.13. The **CLIENT's** funds are maintained in registration account(s), used exclusively by **ATIVA** for

recording operations for each client ("Registration Accounts"), as provided for in art. 14-A of Resolution No. 1,655.

4.13.1. Registration Accounts should not be confused with payment accounts, which are defined by art. 6, item IV of Law No. 12,865 of October 9, 2013, as amended ("Law No. 12,865/13"), as registration accounts held in the name of the end user of payment services used to execute payment transactions.

4.13.2. The funds maintained in Registration Accounts do not have the same legal status as funds held in payment accounts as provided for in art. 12 of Law No. 12,865/13. Thus, **ATIVA's CLIENT** funds do not constitute separate assets from those of the Financial Institution.

5. TRANSMISSION, PROCESSING, AND EXECUTION OF ORDERS

5.1. **ATIVA** is authorized to receive and execute orders transmitted by the **CLIENT** or by third parties through a power of attorney with specific representation powers.

5.2. The **CLIENT** is aware that their orders must be transmitted to **ATIVA** verbally, by phone, or other voice transmission systems; in writing, via letter, email, or instant messaging system; or through automated connections, either via **ATIVA's** Home Broker or other electronic trading platforms with direct market access (Direct Market Access - DMA) to the B3 trading environment, or any other electronic order trading system that may be made available by **ATIVA**. New methods accepted by **ATIVA** for transmitting orders electronically will be made available on the website www.ativainvestimentos.com.br and will automatically apply to the provisions of this **AGREEMENT**.

5.3. Any instructions, notices, orders, and communications to be exchanged between the **CLIENT** and **ATIVA**, concerning the services provided under this **AGREEMENT** ("Orders"), will be conducted according to the operational procedures, commercial practices, rules, and regulations of B3, the clearing system, the depository, or the market where they are to be fulfilled, as provided in the chapters below and in **ATIVA's** Rules and Performance Parameters available on its website.

5.4. **ATIVA** must accept the Orders transmitted by the **CLIENT** within the timeframe stipulated by it, according to its Rules and Performance Parameters, on the same business day as receiving the respective request, after which the Custody system will be unavailable for sending Orders. Orders received that do not comply with the hours and criteria defined in the Rules and Performance Parameters will not be processed, and a new Order must be resubmitted on the next business day.

5.4.1. In exceptional cases, **ATIVA** may, at its sole discretion, accept a specific Order that does not comply with the hours defined in the Rules and Performance Parameters, but such acceptance will not

imply **ATIVA's** acceptance of other Orders sent outside the hours and criteria defined in the Rules and Performance Parameters.

5.5. **ATIVA** will strictly follow the Orders transmitted by the **CLIENT** and is not responsible for any act resulting from the strict fulfillment of such Orders, including in cases of incorrect or incomplete transmission or failure to comply with the hours and operational criteria established in the Rules and Performance Parameters.

5.6. Transactions carried out electronically will be ordered by the **CLIENT** and validated by password and/or electronic signature. If the **CLIENT** uses a Connectivity Session to access the Electronic Trading System, the **CLIENT** acknowledges that the system access password is for their exclusive, personal, and non-transferable use and that transactions carried out through this system using the access password will be considered for all purposes as having been carried out by the **CLIENT**, who is fully responsible for the correct use and confidentiality of the password and electronic signature.

5.7. If there is suspicion of irregular use of the **CLIENT's** password, **ATIVA** must inform B3 and BSM and, if deemed necessary, block the use of the said password until the reason for its irregular use is identified and resolved.

5.8. **ATIVA** may block the password and/or electronic signature when deemed appropriate, and in such cases, must inform the **CLIENT** of this fact.

5.9. The **CLIENT** expressly agrees that **ATIVA** considers as valid any and all transactions and movements carried out using the password and/or electronic signature, including electronic adherence to new products offered or to be offered by **ATIVA**, committing to honor all obligations arising from their transactions and movements.

5.10. All conversations between the **CLIENT** and **ATIVA** and its representatives, including independent investment agents, via phone calls, emails, instant messages, and the like, will be recorded and kept archived for 5 (five) years, or for a longer period in the case of an administrative proceeding, as determined by CVM, B3, or BSM, and the files may be used as evidence in clarifying issues related to the **CLIENT's** account and transactions.

5.11. Orders transmitted to **ATIVA** will only be considered effectively fulfilled when there is no violation of capital market regulations and after the time limits for the special procedures provided for in CVM Instruction No. 168 of December 23, 1991, CVM Instruction No. 252 of July 11, 1996, and subsequent updates have expired.

5.12. In the event that access to the electronic means provided by **ATIVA** is not possible due to

technical problems with **ATIVA** or B3, the **CLIENT** may direct their orders directly to **ATIVA's** trading desk, in which case the brokerage fee charged to the **CLIENT** will be the same as the fee for transactions carried out electronically.

5.13. The **CLIENT** acknowledges that electronic systems, being connected to a telecommunications network, are subject to interruptions, delays, blockages, and failures of the equipment receiving or transmitting information, which may prevent or impair the flow of orders or updated information. In such cases, **ATIVA** is not responsible for any loss or damage, nor for the risks of losses, absence, or reduction of gains on investments.

5.14. For prudential reasons, **ATIVA** may, at its sole discretion, refuse to receive or execute, in whole or in part, **CLIENT** orders, and may also suspend and cancel those that are unusual/atypical and potentially pending fulfillment.

5.15. In case of ambiguity in the Orders transmitted, **ATIVA** may, at its sole discretion and without any liability on its part, comply with what it considers in good faith regarding the transmitted Orders.

5.16. For the purposes of this **AGREEMENT**, Authorized Persons by contract or mandate to issue Orders are those duly authorized and identified in the list of persons authorized to issue orders.

5.17. **ATIVA** will not comply with **CLIENT** commands (i) that have not been issued by Authorized Persons, and/or (ii) if there are insufficient available funds in the respective Settlement Account at the time of settlement of the transaction, and cannot be held responsible for the non-compliance with such an Order.

5.18. The **CLIENT** is obligated to immediately notify **ATIVA** of any changes, additions, or deletions of any Authorized Person and their respective details, by sending a written communication to **ATIVA** signed by their legal representatives, which will only be valid when duly received by **ATIVA**, promoting the replacement of the List of Persons Authorized to issue orders.

5.19. The **CLIENT** is responsible for the confidentiality and exclusive use of their access password to **ATIVA's** Home Broker on the website www.ativainvestimentos.com.br and other specific systems made available by ATIVA or by B3, CETIP, and Câmara B3, as well as for all commands transmitted as provided for in this **AGREEMENT**.

5.20. **ATIVA** is not responsible for the misuse of information or the use, maintenance, and sharing of access passwords to the website www.ativainvestimentos.com.br, other specific systems made available by **ATIVA** or by B3, CETIP, SELIC, or Câmara B3, and the **CLIENT** is solely responsible for the misuse of information by Authorized Persons or third parties, with **ATIVA** being exempt from any

responsibility for any damages caused to the **CLIENT**, the Portfolios, and/or Funds managed by the **CLIENT**, as the case may be, or any third party due to such use.

5.21. The **CLIENT** agrees that **ATIVA** will not be responsible for any losses resulting from the non-execution of respective orders, nor for any profits that the **CLIENT** may fail to obtain due to the non-execution of these orders.

5.22. **ATIVA** is obliged, within the regulatory timeframes, to arrange with B3 and the respective counterparty the correction of transactions executed with errors or omissions by **ATIVA** concerning the orders sent by the **CLIENT**, without financial burden or liability for the **CLIENT**.

5.23. For the transmission of Orders, the **PARTIES** agree to the use of electronic systems, including, but not limited to, **ATIVA's** Home Broker and email, as well as telephone and other communication means that may be made available by **ATIVA** and approved by the **PARTIES**.

5.24. The **PARTIES** understand and accept that the System of Registration Entities may, from time to time, be unavailable for any reason, and in such a case, Orders may not be executed, with **ATIVA** being exempt from any responsibility.

5.25. **ATIVA** reserves the right, provided that it has previously communicated to the **CLIENT** and reasonably justified it, to (i) refuse to accept any Orders provided or made through the Custody system, Home Broker, and email, and (ii) request a duly signed Order confirmation, accompanied by the relevant original document. In such cases, **ATIVA** must inform the **CLIENT** about the refusal to comply with the Order or confirmation.

6. GUARANTEES

6.1. **ATIVA** and B3 may, jointly or separately, at any time and at their exclusive discretion, require the **CLIENT** to provide guarantees deemed necessary, whether original, additional, or reinforcement guarantees, in any amount, term, conditions, and even if at more demanding levels than those stipulated by current regulatory standards, to ensure the complete and timely fulfillment of the obligations related to them.

6.2. **ATIVA** and B3 may, jointly or separately, at any time and at their exclusive discretion, require the **CLIENT** to replace the provided guarantees with other financial assets of their choice.

6.3. The **CLIENT** is obligated to comply with the requests made in this manner, including in the case of reinforcement of the guarantee, within the deadlines, terms, and conditions indicated by **ATIVA** and/or B3.

6.4. It is the prerogative of **ATIVA** and/or B3 to accept or not the **CLIENT's** request for the replacement of securities delivered as margin guarantees with other financial assets.

6.5. **ATIVA** is under no obligation to release the guarantee before the **CLIENT** has fully fulfilled their obligations. Similarly, **ATIVA** is not obliged to return any excess margin guarantees to the **CLIENT** until the negotiations are concluded.

7. INHERENT RISKS OF CUSTODY SERVICES

7.1. The services subject to this **AGREEMENT** are primarily subject to the following identified risks:

a) **Custody Risk:** Risk of loss of Financial Assets or income and earnings of any nature related to them, held in custody, due to insolvency, negligence, or fraudulent action by the custodian or a sub-custodian.

b) **Systemic and Operational Risks:** Despite the procedures adopted by **ATIVA** to maintain computerized processes and systems in operation, secure, and suitable for the provision of record-keeping, custody, and settlement services for Financial Assets, considering the necessary and compatible interaction with the systems of other market participants to enable the provision of these services, including (but not limited to) the systems of Central Depositories, **ATIVA** informs, in compliance with current legislation, the existence of systemic or operational risks that may impact the provision of the services subject to this **AGREEMENT**, such as the fulfillment of **CLIENT** and/or Authorized Persons' Orders, immobilization of Financial Assets in Central Depositories, reconciliation of their positions, among other routines and procedures established in this **AGREEMENT**.

c) **Settlement Risk:** Includes the risk of a settlement not occurring as expected in a particular transfer system. This risk encompasses both credit and liquidity risks.

d) **Trading Risk:** Associated with technical issues that prevent the **CLIENT** from executing a transaction at a particular price and time. For example, failures in custody systems, including hardware, software, or internet connection failures.

8. DEFAULT, JUDICIAL ORDERS, AND COMPULSORY LIQUIDATION OF FINANCIAL ASSETS

8.1. The **CLIENT** acknowledges and agrees that insufficient balance in their account or failure to pay for transactions executed by the deadline stipulated by **ATIVA** on the day of its demand authorizes **ATIVA**, without any prior notice, to use the cash or credits it manages and holds on behalf of the **CLIENT** to amortize or offset unpaid debts, including for compliance with judicial orders, in

accordance with current legislation.

8.2. To meet the **CLIENT's** obligations for which **ATIVA** is a creditor or guarantor, **ATIVA** may use the **CLIENT's** assets and rights in its possession in the manner it deems most appropriate.

8.3. **ATIVA** may, to fulfill the **CLIENT's** obligations, sell or order the sale, immediately, at market price, of assets acquired in the **CLIENT's** name or delivered by them as collateral, including positions and amounts related to obligations in markets managed by B3.

8.4. In the event of the **CLIENT's** default in fulfilling any of their obligations within the deadlines indicated by **ATIVA**, **ATIVA** is expressly authorized, without prior notice or any other judicial or extrajudicial measure, to:

- a) Execute, retain, or transfer amounts in current currency held as collateral or otherwise by the **CLIENT** or in their favor, applying them to settle the **CLIENT's** overdue obligations;
- b) Promote the sale at market price of Financial Assets held in custody by the **CLIENT**, as well as any other amounts held in favor of the **CLIENT**, including the positions and securities involved in the transactions;
- c) Offset any credits of the **CLIENT**;
- d) Request B3 to execute existing guarantees in the **CLIENT's** name;
- e) Early liquidate and/or terminate futures contracts, as well as sell at market prices any securities, goods, and other financial assets owned by the **CLIENT** under **ATIVA's** custody, necessary for full or partial settlement of existing debts, including those from defaulted transactions, applying the proceeds to settle the outstanding balance;
- f) Purchase at market price the securities, contracts, and financial assets necessary for the settlement of transactions conducted on behalf of the **CLIENT**;
- g) Close, in whole or in part, the positions registered in the **CLIENT's** name;
- h) Include the **CLIENT's** name in any list of defaulting clients where permitted by law;
- i) Include the **CLIENT's** name in any credit restriction list, including but not limited to the Credit Protection Service - SPC and Serasa.

8.5. In the event of adopting the measures provided in this clause, **ATIVA** will not be responsible for any damages suffered by the **CLIENT**, including any lost profits, with the **CLIENT** being responsible

for indemnities, fines, and/or expenses arising from the default in fulfilling their obligations and for any remaining outstanding balance.

8.6. The **CLIENT**, in case of non-compliance with any of their obligations, whether regulatory or those stipulated in this **AGREEMENT** or in **ATIVA's** Rules and Parameters, will be subject to payment of fines, including those specified in the following clause, monetary correction, and/or interest, up to the maximum amount permitted by law or regulation, being responsible for the costs and expenses caused by their default, including those necessary to fulfill their obligations.

8.7. In the case of settlement failure due to non-payment of the amount due on the settlement date of transactions executed by the **CLIENT**, **ATIVA** may charge a penalty of up to 2% (two percent) on the value of the transaction not settled within the due period.

8.8. The **CLIENT** acknowledges and agrees that if they fail to settle debts arising from transactions executed in markets managed by B3, their name will be included in the list of defaulting clients, preventing them from operating until their debts are settled, according to B3's regulations.

8.9. The **CLIENT** will only be considered compliant upon confirmation, duly evidenced, of the receipt of funds (i) by **ATIVA**; (ii) by **ATIVA's** Clearing Member, if contracted; and (iii) by B3. Without prejudice to the provisions in clauses 8.1 to 8.8 above, the **CLIENT's** guarantees may be executed (i) at ATIVA's request if it does not receive from the **CLIENT** the amounts for settling the transactions; (ii) at the Clearing Member's request if it does not receive from **ATIVA** the amounts for settling the **CLIENT's** transactions; and (iii) by B3 if it does not receive from the Clearing Member the amounts for settling the **CLIENT's** transactions.

8.10. If any debt to **ATIVA** is not settled by the **CLIENT** according to this instrument, **ATIVA** may take the necessary legal measures.

8.11. The **CLIENT** is aware that **ATIVA** may block their financial assets according to judicial orders received in this regard.

8.11.1. The determination of which asset to block will be up to **ATIVA**. Primarily, the most liquid financial asset will be blocked before less liquid ones.

8.12. The **CLIENT** is aware that **ATIVA** may liquidate the asset specified by the judge whenever it receives the corresponding transfer order.

8.12.1. **ATIVA** may liquidate and transfer the asset that is in the **CLIENT's** position and is the most liquid at the time of receiving the transfer order, even if it is not the asset specified by the judge.

9. VIOLATIONS AND PENALTIES

9.1. Without prejudice to compensation due in the event of default on any of the clauses of this **AGREEMENT**, the injured **PARTY** may demand specific performance of the obligation from the defaulting **PARTY**, provided that it results from direct damage, as determined by a final and unappealable judicial decision issued by a competent court.

9.2. The obligation to provide compensation under this clause extends beyond the **PARTIES** to their administrators and representatives.

9.3. **ATIVA** cannot be held liable for any damages or losses suffered, or that may be suffered, by the **CLIENT**, resulting from: a) Interruption in communication systems, issues arising from failures or interventions by any communication service provider or other nature, or failures in the availability and access to **ATIVA's** custody systems; b) Interruption, suspension, or blocking by **ATIVA** of the **CLIENT's** access to the Custody Systems, in accordance with **ATIVA's** internal rules and applicable legislation; c) Force majeure or acts of God, as defined by current legislation.

9.4. **ATIVA** may extend to the **CLIENT** any measures that have been applied to it by B3 and B3 Clearing House as a result of the **CLIENT's** actions.

10. PUBLIC OFFERINGS AND JOINING INVESTMENT FUNDS AND CLUBS

10.1. With prior authorization from the **CLIENT**, through any of the means provided in this **AGREEMENT** and provided that it is possible to evidence its receipt before the deadline for exercising the right, as well as upon prior deposit of the necessary funds, **ATIVA** will perform:

- a) Subscription of shares, bonds, and securities in public offerings;
- b) Acquisition of fixed-income financial assets; and
- c) Acquisition of shares in investment funds and investment clubs.

11. OPERATIONAL TRADING LIMITS

11.1. **ATIVA** may, at its sole discretion, impose applicable operational and risk limits for conducting transactions and/or establish mechanisms to limit risks that could be detrimental to the **CLIENT**, due to sudden price fluctuations and adverse market conditions, among other reasons.

11.2. **ATIVA**, at its sole discretion and without prior notice, believing that the **CLIENT** is in a situation of excessive risk with the possibility of incurring losses exceeding the deposited guarantees, has the authority to liquidate positions necessary and sufficient to reach a level that no longer represents such

risk, and must notify the **CLIENT** as soon as possible.

12. ACCOUNT OPENING AND TRANSFERS OF FUNDS AND SECURITIES

12.1. The **CLIENT** must keep their registration permanently updated with **ATIVA**, providing the necessary information and documents whenever requested.

12.2. The **CLIENT** is obligated to maintain and fund the account held with **ATIVA**, according to the deadlines established by **ATIVA**, in order to meet and ensure the fulfillment of all their obligations.

12.3. The **CLIENT** authorizes **ATIVA**, by this act, to open in their name a settlement account, non-transferable by check, where the debits and credits related to the following will be recorded:

- a) Results from the settlement of all transactions executed on B3;
- b) Daily adjustments;
- c) Cash margin requirements;
- d) Results of financial investments of cash margins, when applicable;
- e) Administration fees of funds provided to B3;
- f) Brokerage fees and custody, settlement, and registration fees of contracts;
- g) Any tax withholdings required by current legislation; and
- h) Other expenses arising from the execution of transactions.

12.4. Financial resources must be sent by the **CLIENT** to **ATIVA** via DOC or TED from a current account in their own name, and securities and other assets via asset transfer (OTA) or similar document, in the model and form indicated by **ATIVA**, adhering to the custodian entity's rules. The **CLIENT** must also observe the application and redemption schedules available at **ATIVA's** headquarters and on its website.

12.5. The **CLIENT** understands that financial resources sent to **ATIVA** will only be considered released for application after **ATIVA** confirms their effective availability.

12.6. The **CLIENT** is obligated to pay with their own financial resources to **ATIVA**, using the means made available to them, the debits resulting from the execution of orders placed on their behalf, expenses, and other fees related to their transactions, as well as the settlement of position

adjustments and margin calls within the deadlines indicated by **ATIVA** and/or B3.

12.7. The **CLIENT** acknowledges that failure to follow the established procedures and deadlines for sending financial resources to **ATIVA** may result in the untimely receipt of such resources, and **ATIVA** will not be liable for any damages that may be caused to the **CLIENT** or third parties due to the untimely release of financial resources.

12.8. The **CLIENT** understands that investments and transactions whose values are from third parties will not be accepted, and hereby declares and guarantees that the funds, securities, and other assets used for investments and transactions conducted through **ATIVA** will be their own and come from accounts in their name.

13. BANCO DE TÍTULOS B3

13.1. By this agreement, the **CLIENT** authorizes **ATIVA** to represent them in transactions with the Banco de Títulos B3 (BTB) which, according to the Regulations and Operational Procedures of the B3 Clearinghouse, may be conducted in their name, whether as a lender or borrower of securities, subject to the other conditions established in this **AGREEMENT**.

13.2. Orders from the **CLIENT** authorizing borrowing transactions, either as a borrower or lender of securities, must include at least the issuer's identification, the quantity, type, and class of securities, the contract duration in one of the modalities provided in the Operational Procedures of the B3 Clearinghouse, and, if applicable, the agreed-upon remuneration rate.

13.3. When the **CLIENT** is acting as a borrower of securities, they must provide the guarantees required by the B3 Clearinghouse, in accordance with its Regulations and Operational Procedures, as well as those that may be required by **ATIVA**, at its exclusive discretion and at any time. These guarantees may be executed without judicial or extrajudicial notification if the **CLIENT** fails to meet any obligations arising from their transactions.

13.4. The **CLIENT** undertakes to settle borrowing transactions by delivering securities of the same type, issuer, and class, adjusted for any related income if they are stocks, as provided in the B3 Clearinghouse Regulations, and to pay the previously agreed-upon remuneration rate for each transaction. If it is not possible to deliver the borrowed securities due to their unavailability in the market, the B3 Clearinghouse may determine the financial settlement of the transaction, according to the provisions in the Operational Procedures of the B3 Clearinghouse.

13.5. **ATIVA** will be exempt from any responsibility in the event of a subscription not carried out during the borrowing transaction if the **CLIENT**, after being notified, fails to provide the necessary

funds within the established deadline.

13.6. The **CLIENT** further declares that they are aware of the Term of Adhesion to the Banco de Títulos B3, signed by the B3 Clearinghouse and **ATIVA**, whose contractual conditions will be applicable to the **CLIENT**, as appropriate. The **CLIENT** also acknowledges that this Term is available on ATIVA's website.

13.7. **ATIVA** may charge fees based on one of the criteria below, to be disclosed on **ATIVA's** page:

- a) Percentage of the derived fee;
- b) Percentage of the settlement fee;
- c) Percentage of the contract volume; and
- d) Other criteria to be defined in due course.

13.8. The **CLIENT** agrees that communications regarding the execution and completion of securities borrowing transactions may be made electronically, to the email address provided in the **CLIENT's** registration form. The **CLIENT** must express this agreement through the investor's electronic channel (CEI/CBLC), available at www.cbcl.com.br. Any changes to the method of communication may be made by the **CLIENT** through CEI/B3.

13.9. The **CLIENT** is obliged to immediately notify B3 of any changes to their email address via CEI/B3 and cannot hold B3 responsible in case communications are sent to an outdated or deactivated email address or any address that prevents the **CLIENT** from accessing the communication.

14. FIXED INCOME PRODUCTS

14.1. TESOURO DIRETO

14.1.1. **ATIVA** provides the **CLIENT** with services for buying and selling government bonds. For individual clients, these transactions may be conducted via their Home Broker and/or the Trading Desk. For other clients, transactions must be conducted through the Trading Desk.

14.1.2. The services for Tesouro Direto, as well as the associated rights and obligations, are subject to:

- a) The legal and regulatory provisions pertaining to Federal Public Securities, especially those issued by the Central Bank of Brazil;

b) The Tesouro Direto Regulations; and

c) The Regulations and Operational Procedures of the B3 Clearinghouse.

14.1.3. The B3 Clearinghouse and the National Treasury Secretariat (issuer of the Public Securities) may, at any time and by notifying **ATIVA** and the **CLIENT**, alter the norms in the applicable regulations.

14.1.4. Movements – deposit, withdrawal, and transfer – of securities in Tesouro Direto will only be carried out by **ATIVA** upon the **CLIENT's** request.

14.1.5. The **CLIENT** will be responsible for the origin and legitimacy of the securities delivered to **ATIVA**, as well as for the acts, documents presented, and information provided. The **CLIENT** will be liable for any direct or indirect damages or losses caused to **ATIVA** or third parties resulting from any form of fraud, simulation, forgery, omission of information or documents.

14.1.6. **ATIVA** and the **CLIENT** are obligated to comply with all obligations and responsibilities established for each party in the Tesouro Direto Regulations and the B3 Clearinghouse Regulations.

14.1.7. For the provision of Tesouro Direto buy and sell services, the **CLIENT** agrees to pay **ATIVA** a fee per transaction, as disclosed on **ATIVA's** website and also available at its headquarters.

14.1.8. **ATIVA** is not responsible for losses suffered by the **CLIENT**, including but not limited to those resulting from:

a) Interruption of Tesouro Direto services by **ATIVA** due to unforeseen events or force majeure;

b) Misuse of passwords and electronic signatures by the **CLIENT**; and

c) Inability to access the Tesouro Direto website.

14.2. PUBLIC SECURITIES

14.2.1. Under this **AGREEMENT**, the **CLIENT** may conduct transactions in SELIC, authorizing **ATIVA** to execute transactions, including repurchase agreements, with securities held in SELIC on the **CLIENT's** behalf.

14.2.2. The **CLIENT** acknowledges that **ATIVA** may charge for the custody of assets.

14.2.3. The **CLIENT** will be responsible for the origin and legitimacy of the securities delivered to

ATIVA, as well as for the acts, documents presented, and information provided, including the acquisition value of the securities reported to **ATIVA**, notably for the purpose of tax collection. The **CLIENT** will be liable for any direct or indirect damages or losses caused to **ATIVA** or third parties due to any form of fraud, simulation, forgery, or omission of information or documents.

14.3. PRIVATE SECURITIES

14.3.1. Under this **AGREEMENT**, the **CLIENT** may register transactions with CETIP, authorizing **ATIVA** to register transactions in CETIP's systems on the **CLIENT's** behalf.

14.3.2. **ATIVA** must maintain a segregated account in the **CLIENT's** name to record transactions in the CETIP markets. This account will be in **ATIVA's** name, which will be responsible for its management.

14.3.3. The **CLIENT** acknowledges that **ATIVA** may charge for the custody of assets, and the **CLIENT** should be informed of any changes to the fee structure.

14.3.4. The **CLIENT** will be responsible for the origin and legitimacy of the securities delivered to **ATIVA**, as well as for the acts, documents presented, and information provided, including the acquisition value of the securities reported to **ATIVA**, notably for tax purposes. The **CLIENT** will be liable for any direct or indirect damages or losses caused to **ATIVA** or third parties due to any form of fraud, simulation, forgery, or omission of information or documents.

15. MARGIN ACCOUNT

15.1. **ATIVA** may grant the **CLIENT**, provided the **CLIENT** subscribes to the product, financing up to 140% (one hundred and forty percent) of their collateralized securities portfolio held with **ATIVA**, for the purchase of publicly traded shares listed on B3.

15.2. Only shares listed in the margin account list periodically published by B3 may be purchased.

15.3. To secure the financing, the **CLIENT** must automatically and immediately pledge to **ATIVA** the purchased shares, as well as other securities or public bonds, all owned by the **CLIENT**, which must be listed in the collateral list published periodically by B3, valid at the time of the transaction.

15.4. The amount of the collateral mentioned above must represent at least 140% (one hundred and forty percent) of the amount actually used by the **CLIENT**, using the same criteria for evaluating collateral as used by B3 Clearinghouse.

15.5. **ATIVA** has the exclusive discretion to select from the titles and securities offered by the

CLIENT which will constitute the collateral for the accepted transactions, and may refuse any of the offered collateral.

15.6. **ATIVA** may allow the pledged securities to be replaced, provided that the total value of the collateral does not decrease on the date of replacement.

15.7. The purchased shares and other pledged securities must remain custodied with **ATIVA** until the full repayment of the financed transaction, and their transfer to any other brokerage or institution is prohibited.

15.8. The **CLIENT** is prohibited from using, encumbering, selling, or promising to sell any asset pledged under this transaction.

15.9. In the event that the collateral securities experience a decrease in value or no longer appear on the B3 collateral list, such that they no longer represent at least 140% (one hundred and forty percent) of the financing amount, the **CLIENT** must, upon **ATIVA's** request, replenish, reinforce, or replace the collateral within a maximum of 2 (two) business days from the date of devaluation or removal from the list, under penalty of immediate termination of the transaction.

15.10. The possibility of granting financing to the **CLIENT** hereunder is canceled upon termination of this **AGREEMENT**. In this case, the **CLIENT** must settle the total outstanding balance, including any expenses and fees related to the use of the financing with **ATIVA**, within a maximum of 2 (two) days from the receipt of the termination notice.

15.11. If the **CLIENT** fails to settle the outstanding balance referred to above, **ATIVA** has the right, immediately and at its sole discretion, to proceed with the total or partial sale, including extrajudicially, of the pledged securities.

15.12. The margin financing may be immediately terminated by **ATIVA** without the need for judicial or extrajudicial notification, making all related obligations automatically due, in cases of non-compliance with any obligation assumed by the **CLIENT**, especially financial obligations, or in case of termination of this **AGREEMENT** for any reason.

15.13. **ATIVA** is entitled to receive fees and charges for the margin financing, the amounts of which are available on **ATIVA's** website.

15.14. It is at **ATIVA's** sole discretion to sell, in whole or in part, including extrajudicially, the pledged securities if the **CLIENT** fails to comply with the request to reinforce, replace, or replenish collateral within the period established by the applicable regulations.

16. DIRECT MARKET ACCESS (DMA)

16.1. **ATIVA** may, based on its assessment of the **CLIENT's** profile and operational capacity, provide access to an electronic trading platform with direct access to the electronic trading environment of the Markets (DMA). Through this specific technological solution, **ATIVA** enables:

- (a) real-time viewing of the order book in the electronic trading system; and
- (b) the electronic submission of buy and sell orders, which, when meeting the limits and other parameters established by ATIVA and/or B3, are automatically turned into offers in the electronic trading system's order book.

16.2. Transactions conducted through DMA are subject to **ATIVA's** Rules and Operational Parameters. The **CLIENT** agrees that **ATIVA** will exercise the same type of control over transactions executed through DMA as it does over indirect market access models, including, but not limited to, measures for preventing and combating money laundering, fraudulent activities, and market manipulation. To enable such controls, the **CLIENT** authorizes **ATIVA** to monitor its activities and verify the legality and adequacy of its transactions, and commits to promptly provide any clarifications requested by **ATIVA**. The **CLIENT** also agrees to promptly respond to all communications and conduct adjustment requests made by **ATIVA**.

16.3. **ATIVA** will establish operational and risk limits deemed appropriate for the **CLIENT** for transactions carried out through DMA, in accordance with B3's rules and procedures and best risk management practices. The **CLIENT** agrees to act strictly in accordance with these limits and authorizes **ATIVA** to suspend or cancel the execution of any orders and instructions that do not comply with these limits.

16.4. To ensure the integrity of its systems and those of B3, as well as to implement prudential measures, **ATIVA** reserves the right to:

- a) Suspend the **CLIENT's** access at any time, without prior notice, for prudential reasons or to ensure the integrity of its systems and those of B3.
- b) Suspend the **CLIENT's** access due to the suspension of another client if they use the same FIX (Financial Information Exchange) communication session.
- c) Establish its own risk management criteria and procedures and, based on these criteria, modify the limits set for the **CLIENT** at any time; and/or

d) Alter or cancel the **CLIENT's** orders without prior communication.

16.5. The **CLIENT** hereby releases **ATIVA** from any responsibility for losses suffered or costs incurred due to the exercise by **ATIVA** of any of the rights and prerogatives established above.

16.6. The **CLIENT** acknowledges that its activities are subject to supervision and monitoring by B3, its self-regulatory bodies, and other financial and capital market regulatory authorities, including BACEN. The **CLIENT** expressly agrees to adhere to the rules and procedures established by these entities and commits to: (a) observe such rules and procedures; and (b) submit to all applicable restrictions and penalties under those rules, procedures, and current regulations.

17. REMUNERATION AND FEES

17.1. The brokerage fee will vary according to the trading channel chosen by the **CLIENT** for transmitting their orders and will be disclosed and updated on **ATIVA's** website, also available at its headquarters.

17.2. For transactions conducted through **ATIVA's** Trading Desk, the fees charged will be freely negotiated with the **CLIENT** and may be outlined in separate documents, which will be annexed to this **AGREEMENT**.

17.3. The amounts mentioned in clauses 17.1 and 17.2 above may vary depending on market regulations and the operational characteristics of each **CLIENT**, including but not limited to the volume of transactions and the assets traded.

17.4. Failure to pay the amounts related to the above remuneration will subject the **CLIENT** to the payment of the due amount, cumulatively increased by: (i) Late payment interest on overdue amounts, per day of delay, calculated at a rate of 12% (twelve percent) per year; (ii) A contractual penalty of 2% (two percent) of the amount due, and the **CLIENT** will also be responsible for all and any charges, penalties, and expenses arising from their default or necessary to fulfill their obligations, without prejudice to other legal and/or extrajudicial measures.

17.5. In the event of termination of this **AGREEMENT**, the remuneration herein will be calculated proportionally up to the date of the actual termination of the services covered by this instrument.

17.6. Payment of the amounts due under this contract will be made monthly by the tenth calendar day of the month following the provision of the service, with the first payment due at the time of signing this **AGREEMENT**.

17.7. The operational costs and their respective changes will be available to the **CLIENT** on **ATIVA's**

website or may be communicated by **ATIVA** to the **CLIENT**.

17.8. In addition to the remuneration provided above, the **CLIENT** agrees to pay all fees, emoluments, and any penalties arising from the transactions covered by this **AGREEMENT**, including:

- a) Registration and Custody Fees for Transactions;
- b) Settlement Fees for Transactions;
- c) Notification Fees for Stock Transactions;
- d) Taxes and Fees related to the provision of the contracted services;
- e) Fines, if applicable;
- f) Monetary correction and interest, if applicable; and
- g) Other expenses related to the custody of securities and expenses arising from the execution of transactions and fees or remuneration due to **ATIVA** for providing services to the **CLIENT**.

17.9. In addition to the amounts mentioned in this clause, the **CLIENT** agrees to pay any new fees and charges applicable to their transactions that may be created or established by applicable regulations at any time, regardless of any formalities.

18. POWER OF ATTORNEY

18.1. By this **AGREEMENT**, the **CLIENT** appoints and constitutes **ATIVA** as its lawful attorney, granting it specific powers to perform all acts necessary for the provision of the contracted services. **ATIVA** may represent the **CLIENT** before all and any companies, public and private entities, particularly the issuers and/or debtors or co-obligors of the Financial Assets held, including but not limited to registration, clearing, and settlement entities and chambers, as well as Stock and Commodity Exchanges. **ATIVA** may also sign declarations of ownership, requests for the receipt of any amounts or values related to the Financial Assets, receive and grant release, and sell Financial Assets held solely to cover the current account, based on Orders or written notifications received from the **CLIENT**. This power of attorney is granted irrevocably and irreversibly, in accordance with applicable law, acknowledging that such irrevocability is an essential condition for the proper execution of the services covered by this **AGREEMENT**.

18.2. Regardless of the previous item, the **CLIENT**, whenever requested by **ATIVA**, is obliged to grant specific powers of attorney in favor of the latter, as necessary for the provision of the contracted

services.

19. TERM AND TERMINATION

19.1. This **AGREEMENT** is entered into for an indefinite term and binds the successors and/or heirs of the **PARTIES**. It may be terminated by either **PARTY** with a minimum notice of 30 (thirty) days, by written notification, without any charges.

19.2. **ATIVA** is obligated to notify the **CLIENT** in writing and in accordance with the Operational Procedures of its intention to cease its activities as a Custody Agent and/or to cease providing the services described in this **AGREEMENT**.

19.3. Written communication is understood to include registered letters, e-mails, or any other form of judicial or extrajudicial notification. If the **CLIENT** cannot be found at the registered address and/or does not have a registered e-mail, such communication may be made through publication in a major newspaper.

19.4. Termination of this **AGREEMENT** will only be effective after all pending amounts are settled, including those related to operations conducted by **ATIVA** on behalf of the **CLIENT**.

19.5. Any breach of the provisions contained in this **AGREEMENT** will constitute automatic termination, in which case the **CLIENT** must duly settle the operations conducted by them.

19.6. When the **CLIENT** is an Administrator, they undertake to inform their clients or fund shareholders, as applicable, that until the effective termination of the **AGREEMENT**, **ATIVA** will (i) debit all amounts due by the **CLIENT** from their respective Settlement and Expense Accounts, and subsequently, (ii) close the Custody Accounts, Settlement Accounts, and Expense Accounts related to this **AGREEMENT** and maintained with **ATIVA**.

20. RESPONSIBILITIES

20.1. **ATIVA** is responsible for:

- a) The prior release of liquid and available resources, within the deadline provided in the **AGREEMENT**, to settle transactions;
- b) Executing transfers of Financial Assets and recording encumbrances and rights attributed to them, to custodians, according to the nature of each asset, within 2 (two) business days from the receipt of valid orders issued by the **CLIENT**;

- c) Providing services with good faith, diligence, and loyalty concerning the **CLIENT's** interests, prohibiting the prioritization of its own interests or those of related persons;
- d) Taking necessary measures to identify the ownership of Financial Assets;
- e) Performing the movement of Financial Assets under its custody according to **CLIENT's** Orders, processing events appropriately and using electronic and documentary execution and control systems, and taking necessary measures for proper formalization;
- f) Carrying out necessary acts for the registration of encumbrances or rights on Custodied Financial Assets, taking all necessary measures for proper formalization;
- g) Providing or sending monthly information to the **CLIENT**, enabling the verification of events with Custodied Financial Assets, their consolidated position, and transactions, by the 10th (tenth) day of the following month after the end of the month in which the transaction occurred, as well as annually providing the same consolidated information by the end of February for the previous fiscal year;
- h) Keeping records and information of the Portfolio or Fund, as applicable, always up to date; and
- i) Immediately informing the **CLIENT**, in writing, of any changes to **ATIVA's** Rules and Operating Parameters.

20.2. General Responsibilities:

20.2.1. **ATIVA** will not be liable for any events that may occur with the **CLIENT's** Financial Assets under its custody due to force majeure or fortuitous events, as per applicable regulations.

20.2.2. In the event of non-compliance by the **CLIENT** with any obligations related to the acquisition/issuance of Financial Assets to be delivered for custody to **ATIVA**, including the payment of the corresponding acquisition price, **ATIVA** will not be liable to the **CLIENT** or any third parties for the non-receipt or lack of registration of the said Financial Assets.

20.2.3. In situations described in clause 20.1, item "b", the failure to provide prior liquid and available resources, within the deadline specified in the **AGREEMENT**, will exempt **ATIVA** from settling the transaction, with the **CLIENT** assuming responsibility for obligations undertaken with their counterparty.

20.2.4. In situations described in clause 20.1, item "c", **ATIVA** will not be liable to the **CLIENT** or

regulatory bodies, judicial authorities, or any third parties for losses or consequences resulting from failure to update or register such changes or determinations. The **CLIENT** is solely responsible for indemnifying the affected party and covering any related expenses.

20.2.5. **ATIVA** exonerates B3 from any responsibility in case of failure to meet obligations with the **CLIENT**, regardless of the reasons for non-compliance.

20.2.6. The **CLIENT** authorizes **ATIVA** to implement, when requested, the Sales Block mechanism defined in the B3 Operations Regulation.

20.2.7. **ATIVA** will not be responsible for damages suffered by the **CLIENT** due to the **CLIENT's** failure to provide any documents in a timely manner for exercising rights or fulfilling obligations related to the custodied assets.

20.2.8. In case of termination and consequent cancellation of a participant's registration, the participant is obligated to:

- a) Transfer any of its responsibilities to B3 to another registered participant, subject to B3's approval; and
- b) Remain, for a minimum period of 60 (sixty) business days from B3's grant of termination, in the regular exercise of its functions as a registered participant with B3 until the consequent and effective deregistration.

20.2.9. The **CLIENT** acknowledges and agrees that B3 will not be liable if **ATIVA** fails to fulfill its obligations under this **AGREEMENT** for any reason.

20.2.10. By this **AGREEMENT**, the **CLIENT** adheres to the terms of the Fungible Custody Services Contract, signed by **ATIVA**, granting B3 Chamber the power, as fiduciary owner, to transfer to its name, in issuing companies, the assets it owns.

20.2.11. **ATIVA** will not be liable for losses suffered by the **CLIENT**, particularly those resulting from:

- a) Price fluctuations inherent to transactions conducted on B3 and in the organized over-the-counter market;
- b) Faulty or intentional acts committed by third parties, provided such acts were not conducted within **ATIVA's** environment;
- c) Transactions and/or investments based on incorrect information provided by the **CLIENT** to

ATIVA;

- d) Failures in any access methods or equipment used by the **CLIENT**, or technical incompatibility in the equipment used by the **CLIENT** that prevents electronic trading;
- e) Losses, damages, or losses arising from transactions conducted and incurred by the **CLIENT** or third parties;
- f) Acts or events arising from the inability to access **ATIVA** or B3 electronic systems; and/or
- g) Interruption of **ATIVA's** service due to: (i) occurrence of force majeure or fortuitous events, as per the current civil law; (ii) sharp price fluctuations; and (iii) low market liquidity.

20.3. The **CLIENT** acknowledges that they are responsible for:

- a) The rules applicable to the operations outlined in this **AGREEMENT**, including and especially those applicable to spot and future settlement markets;
- b) The decision to engage **ATIVA**;
- c) The legitimacy, authenticity, and, when applicable, the good circulation of the Financial Assets delivered for custody to **ATIVA**;
- d) Providing all necessary resources for financial obligations established in this **AGREEMENT**, especially for settling transactions involving Financial Assets, which must be available on the business day prior to the payment day, and to formulate and send in writing all Orders to **ATIVA** accordingly;
- e) Providing **ATIVA**, in a timely manner, with any declarations, information, changes, or determinations by the **CLIENT** that directly or indirectly affect the provision of the service established in this **AGREEMENT**;
- f) Providing **ATIVA** with the financial resources needed to handle custodian events related to the assets under its responsibility whenever requesting the exercise of subscription rights or other custodian events requiring this procedure;
- g) The rules of the securities market and the potential risks involved in transactions on B3 regarding options and term and/or derivative markets, being aware of the possibility of a decrease in their assets and even total loss of investment and additional amounts, particularly concerning the options market due to the high risk inherent in this type of financial application

under current legislation;

h) That any losses, damages, or losses incurred as a result of decisions to buy, sell, or hold securities and financial assets are their sole responsibility;

i) The validity of orders transmitted in writing or verbally, by them or by duly authorized representatives in the documentation, as well as the validity of the password and/or electronic signature as if handwritten, accepting all resulting effects; and being fully responsible for the use by themselves or by third parties representing them;

j) That **ATIVA** may, at its sole discretion, verify credit systems, with no obligation for the Institution to investigate;

k) The possibility and authorization for a person related to **ATIVA** to act as a counterparty in a **CLIENT** transaction, with such persons subject to the rules defined in the Internal Investment Policy;

l) The specifications of transactions and contracts traded on-site and in B3's trading and registration system;

m) That brokerage notes issued by **ATIVA** on behalf of the **CLIENT** guarantee the certainty and liquidity of the amounts owed by the **CLIENT**, constituting, together with this instrument, an extrajudicial executive title under current legislation; and

n) That they assume civil and criminal responsibility for the information provided to **ATIVA**.

20.4. The **CLIENT** acknowledges and agrees to be fully aware of and to adhere to: (i) the Operations Regulation of the Clearinghouse, Settlement, and Risk Management Segment of BOVESPA, and the Central Custodian of Assets, and (ii) the contract between B3 and **ATIVA**.

20.5. The **CLIENT** acknowledges responsibility, before **ATIVA** and B3 Chamber, for all titles and securities, goods, and financial assets sub-custodied under this **AGREEMENT**, including any demands arising from them.

20.6. The **PARTIES** are responsible for any losses or damages, duly proven, resulting from non-compliance with obligations under this instrument, whether such non-compliance results from intent, fault, or fraud, without prejudice to **ATIVA's** liability exceptions outlined in this **AGREEMENT**, as well as (i) faulty or intentional acts committed by third parties unrelated to the **PARTIES**, (ii) force majeure or fortuitous events, with the innocent party being able to terminate the **AGREEMENT**. The

PARTIES' responsibility will be assessed as provided by current legislation.

20.7. Force majeure and fortuitous events will exempt responsibility for the purposes of this **AGREEMENT**, as stated in the sole paragraph of Article 393 of the Brazilian Civil Code.

20.8. The affected **PARTY** must immediately notify the other **PARTY** of the force majeure or fortuitous event, detailing the occurrence, its extent, and the estimated time during which it will be unable to fulfill or will be required to delay fulfilling its obligations under this **AGREEMENT**.

21. OPERATIONS WITH DERIVATIVES

21.1. The **CLIENT** acknowledges that the value of open positions is updated daily according to the settlement prices of the day, established according to the rules of B3. Acting as a buyer in the futures market, the **CLIENT** risks, if prices fall, a negative adjustment to the value of their position. Acting as a seller in the futures market, the **CLIENT** risks, if prices rise, a negative adjustment to the value of their position. In both cases, daily cash payments related to the variation of positions and, at B3's and/or **ATIVA's** discretion, operational margins will be required.

21.2. **ATIVA** may, at its discretion:

- a) Limit the number of open positions held in the **CLIENT's** name, as well as close them when they exceed the established limit, in pre-determined situations;
- b) Close all or part of the **CLIENT's** positions;
- c) Promote or request that B3 promote the execution of the existing guarantees in the **CLIENT's** name, in the situations provided in B3's Regulations and Manuals; and d) Execute the necessary buy or sell contracts for the liquidation of open positions in the **CLIENT's** name.

21.3. At its discretion, **ATIVA** may, at any time:

- a) Increase the margin requirements, including for positions already held in the **CLIENT's** name;
- b) Require the **CLIENT** to advance daily adjustments;
- c) Demand additional guarantees as deemed necessary; and
- d) Determine the replacement of deposited guarantees, including for already registered and guaranteed positions.

21.4. The **CLIENT** must deposit additional guarantees and/or replace those deposited as required by **ATIVA**, according to the terms and conditions set by **ATIVA**.

21.5. The **CLIENT** acknowledges that maintaining locked or opposite positions within the same broker, both in the options market and the futures market, under certain circumstances, does not eliminate the market risks of their holdings.

21.6. The **CLIENT** acknowledges that, acting as the holder in the options market, the **CLIENT** faces the following risks:

a) As a holder of a call option: losing the premium paid or part of it, if the intrinsic value of the option (the difference between the asset price and the exercise price, if positive) is less than the premium paid for the option; and

b) As a holder of a put option: losing the premium paid or part of it, if the intrinsic value of the option (the difference between the exercise price and the asset price, if positive) is less than the premium paid for the option.

21.7. The **CLIENT** acknowledges that, acting as a writer in the options market, the **CLIENT** faces the risk of:

a) In the call option: suffering losses directly related to the increase in the price of the underlying asset in the spot market; and

b) In the put option: suffering losses if the price of the underlying asset falls in the spot market.

21.8. Open positions in futures and options markets can be liquidated by difference, through a reverse operation (buy or sell), as a means to realize profits, limit losses, or avoid exercises. However, market liquidity conditions may make it difficult or impossible to execute the reverse operation within the desired timeframe or, if it is tied to a limit order, at a specific price.

21.9. In the event of unforeseen situations in derivative contracts traded by the **CLIENT**, as well as government measures or any other extraordinary factors impacting the formation, calculation, or disclosure of its variable, or its discontinuation, B3 will take the measures it deems necessary, at its discretion, to liquidate the **CLIENT's** position or maintain it on equivalent bases.

22. FATCA OBLIGATIONS

22.1. Definitions:

- a) **FATCA:** Foreign Account Tax Compliance Act, U.S. legislation under Chapter 4 of the Internal Revenue Code and international agreements occasionally signed by Brazil related to automatic reporting of financial account information, as well as related legislation;
- b) **GIIN:** Global Intermediary Identification Number, provided by U.S. tax authorities upon registration in the FATCA portal.

22.2. In the case of the **CLIENT** being an investment fund:

- a) The services covered by this **AGREEMENT** do not include the due diligence or reporting of fund shareholders or counterparties for the purpose of complying with Brazilian or foreign legislation;
- b) FATCA obligations do not apply to **ATIVA**; and
- c) The **CLIENT** releases **ATIVA** from any legal responsibility, in Brazil or abroad, for obligations not covered by this **AGREEMENT**.

22.3. **ATIVA** may report to Brazilian and U.S. tax authorities the data it holds related to the Financial Assets it holds in custody.

22.4. If the **CLIENT** is an investment fund, **ATIVA** may report to Brazilian and U.S. tax authorities if it determines that the investment fund or its administrator is no longer compliant with FATCA, has ceased participation in FATCA, or no longer holds a valid GIIN status. In such cases, **ATIVA** must provide the fund administrator with a full copy of the reported information and data.

22.5. In the case described in clause 22.4, **ATIVA** may terminate the **AGREEMENT** at any time if the investment fund or its administrator is no longer compliant with FATCA or no longer holds a valid GIIN status.

22.6. The **CLIENT** is obligated, where applicable, to:

- a) Exercise all necessary diligence to identify its client(s)/investor(s) who are U.S. persons or become U.S. persons during the term of this **AGREEMENT**, for compliance with applicable Brazilian legislation and to identify the FATCA qualification of the **CLIENT's** client(s)/investor(s);

b) If its client(s)/investor(s) are identified as U.S. persons, make all reports required by FATCA to the relevant U.S. or Brazilian authorities, in accordance with the said regulation and within the limits of any international agreements or treaties regarding the matter, entered into by Brazil;

c) Provide **ATIVA** with a statement formally declaring compliance with the reporting obligations to the competent authorities as outlined above;

d) Notify **ATIVA** in advance if it intends to terminate FATCA compliance for any reason; and

e) Immediately notify **ATIVA** if it becomes aware of any process initiated against it by a competent tax authority that could lead to the termination of FATCA compliance.

22.7. The **CLIENT** declares for all legal purposes in Brazil and abroad, under the penalties of law, that it and its representatives, brokers, or agents have not assisted any client(s)/investor(s) in avoiding FATCA compliance or in avoiding the identification of accounts or investments for FATCA purposes.

22.8. **ATIVA** is obligated, where applicable, to:

a) Notify the **CLIENT** in advance if it intends to terminate **FATCA** compliance for any reason; and

b) Immediately notify the **CLIENT** if it becomes aware of any process initiated against it by a competent tax authority that could lead to the termination of FATCA compliance.

23. ANTI-MONEY LAUNDERING

23.1. The **PARTIES** agree to adopt the procedures described in the legislation regarding the prevention and combating of money laundering, especially Law No. 12,846, of August 1, 2013, which addresses the administrative and civil responsibility of legal entities for acts against public administration, whether national or foreign, Law No. 9,613, of March 3, 1998, National Monetary Council Resolution No. 2025/93, Central Bank of Brazil Circular No. 3461/09, and CVM Instruction No. 617/19.

23.2. The **CLIENT** declares that it adopts prevention procedures related to the onboarding of its clients, when applicable, including verification of their financial and asset capacity, and that it monitors transactions carried out, as well as keeps its registration documentation duly updated.

23.3. The **PARTIES** mutually declare that they will not pay, offer, or commit to paying or authorizing the payment of bribes to any third party, whether a public or private employee, and commit, to the

best of their efforts, to adopting internal policies aimed at preventing bribery and corruption practices.

23.4. The **CLIENT** is responsible for any actions, where applicable, that result from its failure to comply with anti-money laundering regulations and that are interpreted by the competent authorities as violations of the aforementioned legislation.

23.5. The **CLIENT** is aware that **ATIVA** will exercise all necessary diligence to verify the origin and nature of the **CLIENT's** funds, in accordance with current legislation, and must immediately report any irregularities detected to the competent authorities.

24. PRIVACY AND DATA PROTECTION

24.1. The **PARTIES** declare and guarantee to each other that they comply with all applicable legislation on information security, privacy, and data protection, including (when applicable) the Federal Constitution, the Consumer Protection Code, the Civil Code, the Internet Civil Framework (Federal Law No. 12,965/2014), its regulatory decree (Decree No. 8,771/2016), Complementary Law No. 105/2001 (Bank Secrecy Law), Federal Law No. 13,709/2018 (General Data Protection Law - "LGPD"), as well as other sector-specific or general regulations on the subject, committing to handle data classified as personal, collected or processed for the purposes established in this instrument and for its execution, only within the limits set forth here and in accordance with applicable law.

24.2. **ATIVA** acknowledges and agrees that, due to this **AGREEMENT** and for the purpose of fulfilling its obligations to the **CLIENT**, it may have access to data relating to identified or identifiable natural persons, including sensitive data, as defined by applicable legislation. Thus, for the purpose of fulfilling the obligations of this **AGREEMENT**, **ATIVA** undertakes to process personal data, as defined by law, solely and exclusively for the purposes previously communicated to the **CLIENT**, in accordance with legal and regulatory limits.

24.2.1. The **CLIENT**, in turn, declares that it will provide all necessary data for the proper execution of this **AGREEMENT**.

24.2.2. The **CLIENT**, as the owner of the provided data, expressly consents to ATIVA's use of the information. Accordingly, the information may be made available, as necessary, to ensure the full execution of this **AGREEMENT**.

24.2.3. Furthermore, **ATIVA** is not responsible, under the LGPD and other applicable laws, for any obligations arising from inaccurate or incorrect information provided by the **CLIENT**.

24.3. **ATIVA** commits not to transfer and/or share personal data processed due to this contractual

relationship with third parties, unless it is essential for fulfilling this **AGREEMENT**.

24.3.1. In the event of transfer and/or sharing of personal data by **ATIVA**, confidentiality, availability, and integrity of the data must be ensured.

24.3.2. The **CLIENT** expressly authorizes **ATIVA** to share all and any data and information, including those protected by Complementary Law 105/2001, such as data and information contained in its Registration Form; its Investor Profile; its financial statements and asset positions; with companies belonging to its economic group for the purpose of providing additional services beyond those provided by **ATIVA**. The **CLIENT** also acknowledges as valid, insofar as applicable and not contrary to any specific contractual instrument, the provisions of this **AGREEMENT** in such relationships, particularly regarding the validity of orders transmitted through electronic systems made available for acquiring financial or non-financial products and/or services.

24.3.3. To ensure fraud prevention, in accordance with the guidance of Joint Resolution No. 6 of BACEN, the **CLIENT** acknowledges that **ATIVA** may provide/share all and any data and information of the **CLIENT** to which it has access, including those protected by Complementary Law No. 105 of January 10, 2001, such as data and information in its Registration Form, Investor Profile, financial statements, and asset positions, to other Financial Institutions or any other public or private institution with the competence to make such requests.

24.3.4. **ATIVA** may also share the **CLIENT**'s personal data with any company within the same economic group as **ATIVA**, as well as with employees, directors, partners, managers, representatives, and service providers who need to receive such information to enable the execution of this **AGREEMENT**, meet legal and regulatory requirements, and in other cases permitted under Articles 7 and 11 of the LGPD, taking necessary measures to ensure that the data is protected against any form of inappropriate or unlawful processing.

24.4. **ATIVA** declares: (i) to adopt all necessary measures to maintain the security, confidentiality, and integrity of personal data, (ii) to immediately notify the **CLIENT** if it becomes aware of any improper processing or security incident related to personal data, regardless of whether such improper processing or security incident occurred due to its fault or negligence, action or omission, direct or indirect, or by any third parties.

24.4.1. In the case of incidents, the communication must provide the **CLIENT** with all information related to the event, including: (i) a description of the involved data; (ii) the amount of data involved (event volume); and (iii) the data subjects affected by the event.

24.5. Upon termination of the contractual and obligational relationship, **ATIVA** must return the

personal data shared for the previously agreed purposes and/or permanently delete the data, except in cases where legal or regulatory obligations require **ATIVA** to retain the data.

25. CONFIDENTIALITY

25.1. The **PARTIES** undertake to keep confidential the information acquired as a result of this **AGREEMENT**, both during and after its term. Confidential information includes all documents and information related to the **CLIENT**, Financial Assets, their investors, the **PARTIES'** businesses that are not publicly known, in accordance with the concept of confidential information described below, including, by way of example, costs, profits, products, services, prices, client lists, supplier lists, know-how, production techniques, and market and management strategies of the **CLIENT**.

25.1.1. Confidential Information does not include information that: (a) was previously disclosed to the Recipient without an obligation of confidentiality; (b) was received in good faith by the Recipient from third parties without an obligation of confidentiality; (c) becomes or becomes publicly available without a breach of this **AGREEMENT** or has been lawfully made publicly available; (d) was developed entirely and independently by the Recipient; (e) has been approved for disclosure by the Disclosing Party; (f) must be disclosed pursuant to any legal provision, court order, or determination of any public agency or authority; or (g) relates to the transfer of custody to third parties as per clause 15.2 below.

25.1.2. The **PARTIES** will not treat as confidential information that, by its nature, is not confidential, including, among others, information typically disclosed in the ordinary course of their business.

25.2. The confidentiality obligation under this **AGREEMENT** will survive the termination or expiration of this **AGREEMENT**.

25.3. Notwithstanding the above, **ATIVA** may provide information to regulatory and judicial authorities when and if requested by them within their respective legal duties, and in such cases, **ATIVA** must notify the **CLIENT** about the submission of such confidential information to regulatory or judicial authorities, unless expressly prohibited by the request.

25.4. All **PARTIES** agree not to make any advertising involving the names of the other **PARTIES** without prior written consent from them.

25.5. For the purposes of this clause, **ATIVA** includes companies under the same common control, parent companies, subsidiaries, and/or affiliates, and their respective directors, employees, consultants, representatives, service providers, and agents.

26. GENERAL PROVISIONS

26.1. All communications from **ATIVA** addressed to the **CLIENT** should preferably be sent by email to the address listed in the Registration Form. A message correctly sent will be considered fully valid for all legal purposes and will constitute proof of its dispatch.

26.2. This **CONTRACT** is duly registered with the Registry of Deeds and Documents.

26.3. Any amendments to this **CONTRACT** will be registered with the Registry of Deeds and Documents and will take effect from the date they are communicated to the **CLIENT**.

26.4. In the case of disagreement regarding an amendment to the **CONTRACT**, the **CLIENT** must express their objection in writing within 30 (thirty) days from the date of receipt of the communication, under penalty of the amendments being considered accepted.

26.5. All clauses and conditions of this **CONTRACT** will continue to prevail for transactions carried out until the end of the term and that remain pending settlement after its termination.

26.6. This **CONTRACT** may be amended, regardless of the formalities provided in this chapter, whenever such amendment exclusively results from the need to comply with legal or regulatory requirements, with the amendments having immediate effect, regardless of communication to the **CLIENT**.

26.7. **ATIVA's** tolerance regarding any of the obligations assumed by the **CLIENT** under this **CONTRACT** will not imply novation or waiver of its rights.

26.8. The **PARTIES** may not assign or transfer the rights and obligations set forth in this **CONTRACT** to third parties without the prior consent of the other party.

26.9. This **CONTRACT** is executed on a non-exclusive basis, both with respect to **ATIVA** and the **CLIENT**.

26.10. In cases where there is a relationship between the **CLIENT** and representatives, including autonomous investment agents linked to **ATIVA**:

a) The **CLIENT** should not deliver or receive any cash, securities, or other Assets to representatives, including autonomous investment agents linked to **ATIVA**;

b) The **CLIENT** should not make payments to representatives, including autonomous investment agents linked to **ATIVA**, for the provision of any services;

c) The representative or autonomous investment agent cannot be the attorney or representative of the **CLIENT** before **ATIVA** for any purpose;

d) The **CLIENT** should not engage with the representative, including the autonomous investment agent linked to **ATIVA**, even on a gratuitous basis, for services related to securities portfolio management, consulting, or analysis of securities; and

e) The **CLIENT** should not provide passwords or electronic signatures to **ATIVA** representatives, including autonomous investment agents linked to them.

26.11. The **CLIENT** hereby declares and undertakes to conduct their activities considering sustainable practices, such as protecting and preserving the environment, not employing discriminatory or illegal labor practices or practices analogous to slavery, and not employing minors, except as apprentices and in accordance with current legislation.

26.12. The **PARTIES**, by signing this **CONTRACT**, undertake to observe and fulfill their obligations in accordance with the provisions of this **CONTRACT** and the applicable CVM regulations for the activities covered by this **CONTRACT**.

26.13. This **CONTRACT** is signed irrevocably and irreversibly and binds and obliges the **PARTIES** and their respective heirs and successors.

26.14. The obligations and rights arising from this **CONTRACT** may be assigned or transferred to third parties by **ATIVA**, with prior communication to the **CLIENT**, who may, if not in agreement, request the termination of this **CONTRACT**.

27. JURISDICTION AND APPLICABLE LAW

27.1. This **AGREEMENT** will be governed and interpreted in accordance with the laws of the Federative Republic of Brazil.

27.2. The **PARTIES** choose the Court of the Capital of Rio de Janeiro to resolve any disputes arising from this **AGREEMENT**, with the waiver of any other jurisdiction, regardless of its level of privilege.

27.3. By this instrument, the **CLIENT** expressly declares that they have read, understood, and agree with all the provisions set forth in this **AGREEMENT**, authorizing **ATIVA** to take the measures provided herein whenever necessary.

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