

BM&FBOVESPA

A Nova Bolsa



This is a free translation offered only as a convenience for English language readers and is not legally binding.

Any questions arising from the text should be clarified by consulting the original in Portuguese.

BM&FBOVESPA ACCESS RULES

August 2017

TABLE OF CONTENTS

CHANGELOG	3
TITLE I: INTRODUCTION	4
SOLE CHAPTER: OBJECT	4
TITLE II: AUTHORIZED PARTICIPANTS	6
CHAPTER I: ACCESS AUTHORIZATION	6
Section I: Classes of access authorizations	7
CHAPTER II: ADMISSION PROCESS	8
Section I: Requirements for access authorization grant and maintenance	8
Section II: Access authorization grants	10
Section III: Qualification	13
CHAPTER III: ACCESS DUTIES AND RIGHTS OF AUTHORIZED PARTICIPANTS	15
CHAPTER IV: SANCTIONS	18
CHAPTER V: SUSPENSION OF ACCESS AUTHORIZATION	20
CHAPTER VI: CANCELLATION OF ACCESS AUTHORIZATION	21
CHAPTER VII: EVENTS OF CHANGE IN ACCESS AUTHORIZATION OWNERSHIP	24
TITLE III: REGISTERED PARTICIPANTS	25
SOLE CHAPTER: PARTICIPANT REGISTRATION	25
TITLE IV: GENERAL PROVISIONS	30
TITLE V: TRANSITORY PROVISIONS	31

CHANGELOG

Chapter	Version	Date
TITLE I. INTRODUCTION		
Sole chapter: Object	02	08/28/2017
TITLE II. AUTHORIZED PARTICIPANTS		
Chapter I. Access authorization	02	08/28/2017
Chapter II: Admission process	02	08/28/2017
Chapter III: Access duties and rights of authorized participants	02	08/28/2017
Chapter IV: Sanctions	02	08/28/2017
Chapter V: Suspension of access authorization	01	08/28/2017
Chapter VI: Cancellation of access authorization	02	08/28/2017
Chapter VII: Events of change in access authorization ownership	02	08/28/2017
TITLE III: REGISTERED PARTICIPANTS		
Sole chapter: Participant registration	02	08/28/2017
TITLE IV: GENERAL PROVISIONS		
	01	08/28/2017
TITLE V: TRANSITORY PROVISIONS		
	02	08/28/2017

TITLE I: INTRODUCTION

SOLE CHAPTER: OBJECT

Article 1. These rules govern:

I. Under Title II:

- (i) The grant of **access authorization** by BM&FBOVESPA to applicants seeking to become **authorized participants** in the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA;
- (ii) The classes of **access authorization**;
- (iii) The rights and duties of **authorized participants** associated with their access to the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA;
- (iv) The sanctions applicable in the event of noncompliance with the established access conditions;
- (v) The situations of change in ownership of the **access authorizations** granted;
- (vi) The suspension of **access authorization**; and
- (vii) The cancellation of **access authorization**.

II. Under Title III, these rules govern **participant registration** with BM&FBOVESPA, pursuant to the admission and registration process through which applicants may become **registered participants**.

Paragraph 1. Authorized participants are legal entities, funds, or collective investment entities that hold an **access authorization** granted by the BM&FBOVESPA Board of Directors, pursuant to the BM&FBOVESPA bylaws and applicable regulations, and submit to these access rules, as established by BM&FBOVESPA. The following are considered **authorized participants**: (i) **full trading participant**; (ii) **trading participant**; (iii) **clearing member**; (iv) **settlement participant**; (v) **custody agent**; (vi) **registration participant**; and (vii) **market infrastructure**.

Paragraph 2. Registered participants are individuals, legal entities, funds, or collective investment entities that follow the **participant registration** procedures, flows and rules. The following are considered **registered participants**: (i) **issuer**; (ii) **registrar**; (iii) **settlement agent**; (iv) **agribusiness depository**; (v) **gold depository**; (vi) **gold refiner**; (vii) **SELIC participant**; (viii) **investment club administrator**; (ix) **guarantee issuing bank**; (x) **agricultural commodity grading supervisor**; (xi) **investor**; (xii) **real estate lender**; and (xiii) others, as established in the BM&FBOVESPA access manual.

Article 2. These rules are supplemented by:

- I. The BM&FBOVESPA access manual;
- II. The BM&FBOVESPA glossary; and
- III. Circular letters and external communications published by BM&FBOVESPA and in force.

Article 3. The terms in bold type, both in the singular and plural forms, as well as the acronyms used in these rules are subject to the definitions and meanings contained in the BM&FBOVESPA glossary of terms and acronyms, which is independent from other rules and regulations issued by BM&FBOVESPA.

Sole paragraph. The terms commonly used in the financial and capital markets, as well as legal, economic and accounting terms, and any other technical terms used in these rules and not included in the BM&FBOVESPA glossary of terms and acronyms have the meanings generally accepted in Brazil.

TITLE II: AUTHORIZED PARTICIPANTS

CHAPTER I: ACCESS AUTHORIZATION

Article 4. Access to the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA is granted pursuant to the **admission process** contemplated by these rules, whereby BM&FBOVESPA:

- I. Acting through its Chief Executive Officer, verifies the fulfillment of the minimum requirements established for each class of **access authorization** that is applied for and recommends the approval thereof, as the case may be, to the Board of Directors;
- II. Acting through its Board of Directors, grants the relevant **access authorization**, according to the class that is applied for; and
- III. Certifies the **qualification** of applicants, authorizing them to access the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, so that each applicant thus qualified is thenceforth considered a BM&FBOVESPA **authorized participant** in the relevant class of **access authorization** that has been granted.

Article 5. The institutions eligible to apply for an **access authorization** are those defined in the BM&FBOVESPA access manual, according to the required class.

Article 6. The **access authorization**:

- I. Is revocable, not securing the maintenance of the access granted to the **authorized participants**;
- II. Is nontransferable, with the exceptions stipulated in chapter VII (Events of change in **access authorization** ownership) of this title;
- III. Is nonnegotiable, and no economic value may be assigned to any **access authorization**; and
- IV. Will not exempt the **authorized participants** from complying with the legal and regulatory requirements in the performance of their activities.

Article 7. Should any **authorized participant** engage a third party to provide support services for the performance of its activities, the concerned **authorized participant** will remain fully accountable for any such third party, thus not becoming exempt from complying with the requirements and duties set forth in these rules, in the BM&FBOVESPA access manual and in any supplementary rules, in addition to the norms issued by BSM.

Section I: Classes of access authorizations

Article 8. The **access authorizations** are classified as follows:

- I. **Access authorization** granted to the **full trading participant** for trading;
- II. **Access authorization** granted to the **trading participant** for **transaction** intermediation through a **full trading participant**;
- III. **Access authorization** granted to the **clearing member** for **settlement** at the **clearinghouse**;
- IV. **Access authorization** granted to the **settlement participant** for the purposes of receiving proprietary and clients' **transactions** from **give-ups**, executing **transactions** in the **lending system**, and providing the **settlement** of such **transactions** with the relevant **clearing member**;
- V. **Access authorization** granted to the **custody agent** for providing custody services;
- VI. **Access authorization** granted to the **registration participant** for **registration**; and
- VII. **Access authorization** granted to the **market infrastructure** for using services provided by the **clearinghouse** or the **central depository** managed by BM&FBOVESPA.

Article 9. The **access authorizations** have different characteristics and requirements, subject to the provisions of these rules and of the BM&FBOVESPA access manual, and also to the following criteria:

- I. The **BM&FBOVESPA markets**, environments and electronic systems;
- II. The model used for operating at BM&FBOVESPA; and
- III. The responsibilities and obligations undertaken before BM&FBOVESPA.

CHAPTER II: ADMISSION PROCESS

Section I: Requirements for access authorization grant and maintenance

Article 10. The grant of any **access authorizations** by BM&FBOVESPA and the maintenance thereof take into account the applicant's organization and human, financial and technical resources, requiring the highest standards of probity and professional aptitude of the persons acting on behalf of the applicant.

Article 11. The applicants for an **access authorization** must meet the following minimum requirements, subject to the provisions of the BM&FBOVESPA access manual:

- I. Obtain and maintain all the authorizations required to conduct their activities from BCB, CVM and any other entities to whose authority they may be bound;
- II. Meet capital, liquidity and other requirements associated with their economic and financial standing and with **collateral posting**, which requirements may differ depending on the class of **access authorization** applied for;
- III. Meet operating requirements, and requirements concerning their functional, organizational and governance structures;
- IV. Meet technical and information security requirements, and minimum standards for technology and communications infrastructure, and adopt adequate operational controls required for the performance of their activities;
- V. Deliver the documentation required for the **admission process**;
- VI. Adhere to these rules, the norms that supplement these rules, and all the rules and regulations issued by BM&FBOVESPA, in particular those associated with the **trading system**, the **clearinghouse**, the **central depository**, the **registration system** and the **lending system** managed by BM&FBOVESPA in which they might participate, by signing the relevant instrument, pursuant to the provisions of the BM&FBOVESPA access manual;
- VII. Make the **payment** of the **costs** and **charges** established by BM&FBOVESPA;
- VIII. Meet the requirements of BM&FBOVESPA's Operational Qualification Program [*Programa de Qualificação Operacional, or PQO*], pursuant to specific regulations;
- IX. Submit to the inspection, supervision and audit rules and procedures adopted by BM&FBOVESPA and BSM; and
- X. Meet performance requirements, as applicable, which may differ according to the class of **access authorization** applied for.

Paragraph 1. The minimum requirements for granting an **access authorization** are likewise applicable to the maintenance of a granted **access authorization**, and the analytical competency to verify compliance with such requirements is incumbent on the BM&FBOVESPA technical staff.

Paragraph 2. The requirements for the admission as an **authorized participant** and for the maintenance of any **access authorization** are subject to the principles of equality of access and respect for competition, which requirements may differ according to the class of **access authorization** applied for.

Paragraph 3. Subject to the provisions of these rules and of the BM&FBOVESPA access manual, the requirements for the admission as an **authorized participant** and for the maintenance of any **access authorization** may also contemplate the segregation of functions, in order to prevent conflicts of interest, and the designation, pursuant to applicable legislation, of a representative-in-charge to be accountable for ensuring compliance with the rules of conduct applicable to the **transactions** executed in the **trading system**, **clearinghouse**, **central depository**, **registration system** and **lending system** managed by BM&FBOVESPA.

Paragraph 4. Pursuant to the provisions of the BM&FBOVESPA access manual, the professional teams acting on behalf of the **authorized participants** in the **trading system**, **clearinghouse**, **central depository**, **registration system** and **lending system** managed by BM&FBOVESPA must be certified by BM&FBOVESPA.

Paragraph 5. BM&FBOVESPA may, at any time, modify the requirements for the grant of **access authorizations** and for the maintenance thereof, subject to applicable legislation and regulations.

Paragraph 6. Modifications to the requirements for the grant of **access authorizations** and for the maintenance thereof will be publicly disclosed prior to their effective date, and the **authorized participants** will be allowed at least thirty (30) calendar days from the date of publication of the relevant modifications to adjust to the new requirements.

Paragraph 7. BCB may act as an **authorized participant** in the markets managed by BM&FBOVESPA.

Paragraph 8. The Chief Executive Officer may exempt BCB from complying with one or more of the requirements established in these rules or in the BM&FBOVESPA access manual.

Article 12. Any applicant requesting **access authorization** grants under more than one class will be expected to meet all the requirements applicable to each class, as set forth in the BM&FBOVESPA access manual.

Section II: Access authorization grants

Article 13. The **access authorization** is granted after completion of the **admission process**, which initiates with the application submitted by the interested party, subject to the rules and procedures established in these rules and the BM&FBOVESPA access manual.

Paragraph 1. It is incumbent on the BM&FBOVESPA Board of Directors to decide on any and all grants of **access authorizations**, pursuant to the BM&FBOVESPA bylaws.

Paragraph 2. It is incumbent on the Chief Executive Officer to review and, as appropriate, validate compliance with the requirements for each market group or category of **access authorization** applied for, and to grant **access authorizations** in new market groups or categories to any **authorized participant** that already holds the same **access authorization** to which the market group or the category newly applied for belongs, pursuant to the provisions of the BM&FBOVESPA access manual, provided the concerned **authorized participant** meets the technical, technological, operational and financial qualification criteria required by BM&FBOVESPA.

Paragraph 3. Any **authorized participant** seeking to obtain another **access authorization** must initiate a new **admission process**, and it is incumbent on the BM&FBOVESPA Board of Directors to decide on the new grant after the Chief Executive Officer has reviewed and, as appropriate, validated compliance with the requirements for the market group or category applied for.

Paragraph 4. The Credit Risk Technical Committee performs a technical analysis of the information filed by the applicants for **access authorizations** in the course of their respective **admission processes** and forwards a written recommendation to the Chief Executive Officer, pursuant to the provisions of the BM&FBOVESPA access manual.

Paragraph 5. The Credit Risk Technical Committee may require applicants for an **access authorization** to submit additional documents, information and clarification associated with their applications and the activities in which they and their affiliated entities are engaged, as well as additional documents, information and clarification regarding the applicants' and their affiliated entities' partners and officers, at the sole discretion of the Credit Risk Technical Committee.

Paragraph 6. The time allowed for analysis of any **access authorization** application submitted to BM&FBOVESPA is only counted from the day on which the Credit Risk Technical Committee decides that the documentation required for the **admission process** has been duly filed by the relevant applicant and is complete, including any additional documents, information and clarification requested by the Credit Risk Technical Committee, at its sole discretion.

Paragraph 7. The Credit Risk Technical Committee forwards to the Chief Executive Officer the recommendation of its review on an application for **access authorization** only after all the documents, information and clarification requested from the applicant have been completely filed, at the sole discretion of the Credit Risk Technical Committee.

Article 14. The **admission process** initiates with the applicant submitting to BM&FBOVESPA a request for an **access authorization** grant or for a change in ownership of an already granted **access authorization** to the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA. In either case, the request must be submitted along with the following:

- I. The documentation and information required by BM&FBOVESPA, subject to the provisions of the BM&FBOVESPA access manual; and
- II. The designation of an executive officer (who must be appointed pursuant to the applicant's bylaws) to serve in the capacity of Market Relations Officer, who will be responsible for the following, regardless of the appointment of other professionals to perform the same functions:
 - (a) Ensuring the truthfulness of any information provided in the **admission process**;
 - (b) Ensuring that data and information provided to BM&FBOVESPA are permanently updated, with modifications being communicated to BM&FBOVESPA within five (5) business days of the date of the relevant modification;
 - (c) Receiving any and all communications, notices and notifications sent by BM&FBOVESPA, taking action as may be appropriate within the relevant deadlines assigned at the time;
 - (d) Ensuring compliance with the obligations, responsibilities and duties of the applicant towards BM&FBOVESPA; and
 - (e) Ensuring that all the communications, notices and notifications sent by BM&FBOVESPA are forwarded to the appropriate in-house departments.

Sole paragraph. The Market Relations Officer must be an executive officer (hence appointed pursuant to the applicant's bylaws) and may accumulate the functions of the executive officer responsible for compliance with the provisions of CVM Instruction #505, of September 27, 2011, or of the executive officer responsible for supervising internal controls and procedures, also under CVM Instruction #505, or of the executive officer responsible for compliance with the provisions of CVM Instruction #542, of December 20, 2013.

Article 15. BM&FBOVESPA reviews the documentation submitted with any application in the **admission process** within sixty (60) calendar days, subject to the provisions of article 13.

Article 16. After completing the procedures designed to verify whether the applicant meets the requirements associated with the **access authorization** applied for, such as review of the documentation submitted in the

admission process and audit of the applicant by BSM, subject to the provisions of the BM&FBOVESPA access manual, BM&FBOVESPA announces to the other **participants**, via the Internet and its official bulletin, that an **admission process** has been initiated, in order for them to file written, identified and reasoned opinion, if any, within ten (10) calendar days after the relevant announcement.

Sole paragraph. The applicant is notified of any such opinions, and must provide the required clarification within ten (10) calendar days after the date of notification.

Article 17. The Credit Risk Technical Committee's technical analysis and recommendation are forwarded to the Chief Executive Officer and, after his/her approval, to the BM&FBOVESPA Board of Directors, which may:

- I. Grant the relevant **access authorization**;
- II. Require additional information, which the applicant must then submit within thirty (30) calendar days after the date of request; and
- III. Subject the **access authorization** grant to the fulfillment by the applicant, within the time frame established by Board, of the requirements and conditions it considers to have been insufficiently met.

Paragraph 1. The BM&FBOVESPA Board of Directors decides on the grant of **access authorizations** preferably at the first Board meeting convening after any requests for additional information are answered and any requirements and conditions pending fulfillment are met. The ensuing decision is then communicated to the applicant by the fifth (5th) business day following the decision date.

Paragraph 2. Should the Board of Directors deny an **access authorization**, the relevant applicant will be informed of the reasons for the Board's denial.

Article 18. In deciding whether to grant an **access authorization**, the BM&FBOVESPA Board of Directors must:

- I. Consider the applicant's compliance with the documental, technical, operational, audit and financial requirements established in these rules and the BM&FBOVESPA access manual, as well as with the additional documents and information required by the Credit Risk Technical Committee; and
- II. Take into account the risk control and management, security, integrity and credibility of the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, considering both BM&FBOVESPA's and its **participants'** exposures.

Article 19. Any decision to deny an **access authorization**, which must be duly justified, may be appealed to the General Meeting of BM&FBOVESPA's Shareholders, which appeal will first be submitted to the BM&FBOVESPA Board of Directors, which may reconsider and reverse the denial decision.

Paragraph 1. Any appeal against a denial decision involving an **access authorization** grant must be filed within thirty (30) calendar days after the date of the relevant notice of denial.

Paragraph 2. Should the BM&FBOVESPA Board of Directors decide to uphold the denial decision, it will call a General Meeting of BM&FBOVESPA's Shareholders to review the appeal and issue a final decision on whether or not to grant the relevant **access authorization**, which final decision will then be communicated to the applicant, to CVM and to BCB, pursuant to the legislation and regulations in force.

Paragraph 3. Should the applicant not appeal the denial decision to the Board, or in case the General Meeting of BM&FBOVESPA's Shareholders decide to uphold the denial decision, the applicant will not be allowed to initiate any subsequent **admission process** before three hundred and sixty (360) calendar days have elapsed following the date of the last decision.

Section III: Qualification

Article 20. After being granted an **access authorization** and completing their **qualification**, the **authorized participants** can initiate their activities in the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, according to the class of **access authorization** granted.

Paragraph 1. As part of the **admission process**, the **authorized participants** are required to qualify within one hundred eighty (180) calendar days after the date of the relevant **access authorization** grant, subject to the cancellation thereof, which deadline may be extended by BM&FBOVESPA upon receiving reasoned written request from the concerned **authorized participant**.

Paragraph 2. Subject to the provisions of the BM&FBOVESPA access manual, the **qualification** process contemplates:

- I. The technical and operating procedures, the examinations and the certification performed by BM&FBOVESPA, in order to assess whether the applicant meets the requirements to act as an **authorized participant** in the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, according to the class of **access authorization** granted;
- II. **Collateral posting** by the applicant, the amount of which may vary depending on the class of **access authorization** granted; and
- III. The applicant's contribution, as the case may be, to the Investor Compensation Mechanism [*Mecanismo de Ressarcimento de Prejuízos, or MRP*].

Paragraph 3. After the **qualification** process has been completed, the applicant is then registered as an **authorized participant** and authorized to access the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA, according to the class of **access authorization** granted.

CHAPTER III: ACCESS DUTIES AND RIGHTS OF AUTHORIZED PARTICIPANTS

Article 21. Without prejudice to other duties contemplated in these rules, in the norms that supplement these rules and in applicable legislation and regulations, the duties of the **authorized participants** include:

- I. Taking direct and indirect civil and criminal liability for continuously meeting the minimum requirements associated with **access authorization** grants and complying with the rules, conditions and procedures established in these rules, in the norms that supplement these rules and in applicable legislation and regulations;
- II. Taking responsibility for the authenticity of all the copies of documents filed with BM&FBOVESPA;
- III. Complying with the rules, requirements and procedures set forth in regulations, manuals, circular letters and external communications, as well as later amendments thereto, issued by both BM&FBOVESPA and BSM;
- IV. Ensuring the protection of the integrity of the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, as well as of the **authorized participants'** own systems;
- V. Abiding by and enforcing the decisions of BM&FBOVESPA and BSM, as well as submitting to their inspection, surveillance, audit, and sanctioning authority, according to the class and category of **access authorization** held;
- VI. Providing timely information to BM&FBOVESPA and BSM, as and when required and established;
- VII. Undertaking responsibility for the **payment of costs and charges** due by the **investors** under their responsibility as a result of the **transactions** executed by such **investors** in the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA;
- VIII. Paying on a timely basis the **costs and charges** owing for use of the infrastructure and services provided by BM&FBOVESPA;
- IX. Complying with performance requirements, as applicable, subject to the provisions of the BM&FBOVESPA access manual;
- X. Requiring directors, officers, employees, representatives and persons acting on their behalf to uphold the highest standards of probity, ethics and professional aptitude demanded by BM&FBOVESPA and BSM, as well as by applicable legislation and regulations;
- XI. Maintaining duly updated their registration information provided to BM&FBOVESPA and the registration details of their directors, officers, employees, representatives and persons acting on their behalf;

- XII.** For each **access authorization** grant, designating a technically qualified officer as the person responsible for operations and technology;
- XIII.** Abiding by the **operational limits** and **custody limits** assigned by BM&FBOVESPA, as applicable;
- XIV.** Observing and complying with the rules governing money laundering, concealment of assets, rights and values, and related crimes, taking the necessary action to prevent such crimes, especially accurate and up-to-date identification and registration of **investors**, and also **registration** and monitoring of **transactions**, in addition to reporting atypical situations to the competent authorities and bodies, in compliance with applicable laws and regulations;
- XV.** Committing to combat forced or slave-like labor and abstain from employing minors under eighteen (18) years of age in night work or for dangerous or unhealthy tasks, and/or under sixteen (16) years of age in work of any kind, except as apprentices, provided they are fourteen (14) or over, and to make the best efforts to ensure that their respective suppliers of goods and services also commit to undertake the best efforts to combat such practices at their own business establishments;
- XVI.** Committing to undertake the best efforts to oppose negative discriminatory practices restricting access to and maintenance of employment, including without limitation discriminatory practices on the grounds of gender, origin, ethnicity, color, physical condition, religion, marital status, age, or family situation, and also to make the best efforts to ensure that their respective suppliers of goods and services also commit to undertake the best efforts to oppose negative discriminatory practices at their own business establishments; and
- XVII.** Committing to undertake the best efforts to protect and preserve the environment and to prevent and combat any harm, danger, or risk of damage to the environment, performing their services in compliance with the law, regulations, and normative and administrative acts associated with the environment, and also to make the best efforts to ensure that their respective suppliers of goods and services also commit to make the best efforts to prevent such practices at their own business establishments.

Sole paragraph. The **authorized participants** declare and warrant that they are familiar with and understand Brazil's anticorruption laws, especially Law #12846/2013, and any later amendments, and commit (i) to refrain from performing any harmful acts to the public administration in Brazil or in any other country, and from promising, offering or giving, directly or indirectly through any third party, undue advantage to a public agent in Brazil or in any other country, or to any third party related to such public agent; (ii) to implement adequate guidelines and controls to prevent and correct deviations, so as to comply with applicable legislation and ensure that their directors, officers, employees, representatives and other agents also comply with applicable legislation; (iii) to provide proof of both the existence and effectiveness of such guidelines and controls from time to time, at BM&FBOVESPA's request, and likewise undertake to not hamper investigation and supervision by, or intervene in the activities of, public bodies and agents, including national financial

system and capital market regulators and supervisory bodies; and (iv) to ensure that an identical commitment is undertaken by any third parties they engage.

Article 22. The rights of the **authorized participants** include:

- I. Participating in the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, according to the class of **access authorization** granted, subject to the rules, conditions and procedures established in these rules, in the norms that supplement these rules and in applicable legislation and regulations; and
- II. Accessing the infrastructure required for connecting to the environments and systems managed by BM&FBOVESPA, in accordance with the class of **access authorization** granted.

CHAPTER IV: SANCTIONS

Article 23. It is incumbent on BSM to investigate and punish violations of the provisions of these rules, of the norms that supplement these rules, or of applicable legislation and regulations, enforcing the sanctions contemplated by BSM's bylaws, in the manner prescribed by its Procedural Rules, as the case may be.

Article 24. Without prejudice to BSM's competence to investigate and punish the violations of the provisions of these rules, of the norms that supplement these rules, or of applicable legislation and regulations, it is incumbent on BM&FBOVESPA, subject to the BM&FBOVESPA access manual:

- I. To apply the penalties of warning and **fine** for late compliance or for noncompliance with the obligations contemplated in these rules and in other rules and regulations issued by BM&FBOVESPA, at the amounts and under the conditions set forth in such other rules and regulations, manuals, circular letters and external communications issued by BM&FBOVESPA;
- II. For noncompliance with any of the requirements involving the maintenance of **access authorizations**, to restrict the right to participate in the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA, or the right to access the infrastructure required for connecting to the environments and systems managed by BM&FBOVESPA, in accordance with the class of **access authorization** granted; and
- III. To order a precautionary suspension of or cancel the **access authorizations** held by the **authorized participants** that fail to meet the requirements for the maintenance of their respective **access authorizations**.

Paragraph 1. In the event that any of the measures referred to in indents I, II and III above is taken, BM&FBOVESPA will notify BSM.

Paragraph 2. It is incumbent on BM&FBOVESPA's relevant department, through delegation by the Chief Executive Officer, to apply the sanctions referred to in indents I, II and III of this article.

Paragraph 3. Where the penalty to be applied is a **fine**, the corresponding amount may be incorporated into the **multilateral net balance** of the violating **participant**, pursuant to the rules and manuals of the **trading system, clearinghouse, BM&FBOVESPA central depository, registration systems** and **lending system** managed by BM&FBOVESPA, regardless of any judicial or extrajudicial notification.

Paragraph 4. The application of the penalty of suspension of an **authorized participant's access authorization** does not alter said **participant's** responsibility for fulfilling his/her/its obligations, pursuant to these rules and further rules and regulations, manuals, circular letters and external communications issued by BM&FBOVESPA.

Article 25. In the event of restriction to participation rights or to infrastructure access rights, and also of suspension or cancellation of **access authorizations** granted to any **authorized participant**, BM&FBOVESPA will give prompt notice thereof to BCB, to CVM, to the **trading environment**, to the **registration environment**, to the **lending environment**, and to the **central depository** and **settlement environments**.

CHAPTER V: SUSPENSION OF ACCESS AUTHORIZATION

Article 26. Subject to the rules and procedures established by the rules and regulations governing the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, BM&FBOVESPA may suspend any **access authorization** in the following situations:

- I. Failure by the relevant **authorized participant** to meet the requirements for maintaining its **access authorization(s)**; and
- II. Failure by the relevant **authorized participant** to comply with these rules and further rules and regulations issued by BM&FBOVESPA.

Paragraph 1. It is incumbent on BM&FBOVESPA's Chief Executive Officer to order a precautionary suspension, pending a decision by the BM&FBOVESPA Board of Directors, as contemplated in the BM&FBOVESPA bylaws and these access rules.

Paragraph 2. The Chief Executive Officer is notified whenever the penalties of suspension and temporary disqualification are applied by BSM, so that he/she can take the appropriate action in connection with the **BM&FBOVESPA markets, environments and systems.**

Paragraph 3. The Chief Executive Officer must justify any decision to suspend an **access authorization** and communicate it to the **authorized participant**, immediately notifying BSM, CVM and BCB.

Paragraph 4. If for any reason it should not be possible to contact the **authorized participant**, BM&FBOVESPA will forward the applicable notices through the messaging system and further means of communication with the **BM&FBOVESPA markets.**

Article 27. A decision by the Chief Executive Officer to suspend any **access authorizations** may be appealed to the BM&FBOVESPA Board of Directors.

Sole paragraph. The effects of such appeals will be established by the BM&FBOVESPA Board of Directors.

Article 28. The suspension of **access authorizations** does not exempt the relevant holder thereof from complying with all the obligations undertaken as an **authorized participant** towards BM&FBOVESPA in the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, and from abiding by applicable rules and regulations, manuals, circular letters and external communications issued by BM&FBOVESPA.

CHAPTER VI: CANCELLATION OF ACCESS AUTHORIZATION

Article 29. Subject to the withdrawal rules and procedures contemplated in the BM&FBOVESPA rules and regulations applicable to the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, **access authorizations** may be cancelled by BM&FBOVESPA in any of the following situations:

- I. In the course of an **admission process** and following an **access authorization** grant by BM&FBOVESPA, failure by the relevant **authorized participant** to complete the **qualification** process within the period of one hundred eighty (180) calendar days counted from the grant date, pursuant to these rules;
- II. Inactivity of the relevant **authorized participant** for a period exceeding one hundred eighty (180) calendar days, subject to the provisions of the BM&FBOVESPA access manual;
- III. Noncompliance of the relevant **authorized participant** with the requirements for admission as an **authorized participant** and for maintenance of its **access authorization**;
- IV. Failure by the relevant **authorized participant** to comply with these rules and further rules and regulations issued by BM&FBOVESPA;
- V. Impossibility of the relevant **authorized participant** to develop its activities regularly, including due to winding-up, intervention, liquidation, court-supervised or out-of-court reorganization, as well as to any other restrictions, whether involuntary or imposed by third parties, which may adversely affect the ability of the **authorized participant** to operate in the **BM&FBOVESPA markets**, environments and systems;
- VI. Failure by the relevant **authorized participant** to make the **payment of costs and charges** for thirty (30) calendar days, as required for the maintenance of its **access authorization** and for the regular course of its activities in the **BM&FBOVESPA markets**, environments and systems, regardless of any prior notice of late payment; and
- VII. Upon a written request by the relevant **authorized participant** to BM&FBOVESPA, subject to the provisions of these rules and the BM&FBOVESPA access manual.

Paragraph 1. It is incumbent on the Credit Risk Technical Committee to conduct a technical analysis of any and all **access authorization** cancellation requests and submit its recommendation to the Chief Executive Officer, who will forward such recommendation in due course to the BM&FBOVESPA Board of Directors for decision.

Paragraph 2. Should an **access authorization** cancellation not be requested by the concerned **authorized participant**, it will be incumbent on the BM&FBOVESPA Board of Directors to decide on the cancellation of the relevant **access authorization**.

Paragraph 3. Any decision to cancel an **access authorization** must be justified and communicated to the **authorized participant**, and also immediately reported to BSM, CVM and BCB.

Paragraph 4. Whenever an **access authorization** is to be cancelled due to the inactivity of the relevant **authorized participant**, BM&FBOVESPA will give such **participant** a thirty (30) calendar days' prior written notice of the impending cancellation, in order for the **authorized participant** to (i) resume its operations, thereby avoiding cancellation of the relevant **access authorization**, (ii) justify its inactivity, or (iii) appeal the cancellation decision.

Paragraph 5. If for any reason it should not be possible to contact the **authorized participant**, BM&FBOVESPA will forward the applicable notices through the messaging system and further means of communication with the **BM&FBOVESPA markets**.

Article 30. A request to reconsider any **access authorization** cancellation decision may be submitted to the BM&FBOVESPA Board of Directors within thirty (30) calendar days after the cancellation notice date.

Paragraph 1. It is incumbent on the BM&FBOVESPA Board of Directors to grant a suspensive effect to the appeal, subject to its own regulations.

Paragraph 2. Should the BM&FBOVESPA Board of Directors uphold an **access authorization** cancellation decision, such decision may be further appealed to the General Meeting of BM&FBOVESPA's Shareholders within thirty (30) days after the date of the notice of the Board decision.

Paragraph 3. A reasoned decision of the General Meeting of BM&FBOVESPA's Shareholders upholding the cancellation of an **access authorization** cannot be appealed in the administrative sphere.

Article 31. Any **access authorization** may be cancelled on request of the relevant **authorized participant**, provided that:

- I. The holder thereof files a written cancellation request together with a withdrawal plan, when applicable; and
- II. The holder thereof submits evidence of compliance with all of its obligations to BM&FBOVESPA undertaken in the capacity of **authorized participant** in the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, and also with the provisions of applicable rules and regulations, manuals, circular letters and external communications issued by BM&FBOVESPA.

Article 32. In the course of any **access authorization** cancellation process, should there be pending obligations undertaken by the **authorized participant** in the capacity of **authorized participant** in the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA, the cancellation process is suspended until all such obligations are met.

Paragraph 1. The suspension of an **access authorization** cancellation process will not exempt the **authorized participant** from the obligation to make the **payment** of all the **costs** and **charges** due.

Paragraph 2. As soon as the **authorized participant** submitting an **access authorization** cancellation request provides evidence of compliance with all of its obligations to BM&FBOVESPA undertaken as an **authorized participant** in the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA, such **participant's access authorization** will be cancelled.

Article 33. The cancellation of an **access authorization** implies the termination of any and all agreements the **authorized participant** may have executed with BM&FBOVESPA in connection with its activities in the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA.

CHAPTER VII: EVENTS OF CHANGE IN ACCESS AUTHORIZATION OWNERSHIP

Article 34. A new **admission process** is required to be conducted in the following situations:

- I. Change in ownership of an **access authorization** resulting from a change of legal form, an acquisition, a merger and a spin-off, or even from the disposal of control of the **authorized participant** holding the **access authorization**; and
- II. Change in ownership of an **access authorization** occurring within the same **financial conglomerate**.

Paragraph 1. Pursuant to the provisions of the BM&FBOVESPA bylaws, it is incumbent on the BM&FBOVESPA Board of Directors to review any changes in the corporate control of **authorized participants** holding **access authorizations**.

Paragraph 2. Unless otherwise determined by BM&FBOVESPA for prudential reasons, any **admission process** initiated due to an ownership change is carried out with no interruption of the operations of the **authorized participant** holding the relevant **access authorization**.

Paragraph 3. Upon completion of the procedure associated with a change in ownership of an **access authorization**, the entity emerging as the new holder thereof, as well as its controlling shareholders, directors and officers, will succeed the former holder and be accountable for any pending obligations undertaken prior to such ownership change.

Article 35. The following additional rules apply in the event that **access authorizations** accumulate as the result of a process for ownership change:

- I. If the same class of **access authorization** accumulates, just one **access authorization** will prevail; and
- II. If different classes of **access authorization** accumulate, the prerequisites, the means of physical access and the access to the **BM&FBOVESPA markets**, environments and electronic systems encompassed by each class of **access authorization** previously held will be taken into account collectively.

TITLE III: REGISTERED PARTICIPANTS

SOLE CHAPTER: PARTICIPANT REGISTRATION

Article 36. Any **participant registration** process at BM&FBOVESPA requires undergoing the process of admission and registration stipulated in the BM&FBOVESPA access manual, subject to the particular requirements set for each type of registration for which an application is submitted.

Sole paragraph. Provided the requirements for each type of registration are met, the relevant applicant becomes a **registered participant**.

Article 37. The **registered participants** act in the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA by performing their related activities.

Article 38. Applicants may seek to register in any of the following **participant** categories:

- I. **Issuer;**
- II. **Registrar;**
- III. **Settlement agent;**
- IV. **Agribusiness depository;**
- V. **Gold depository;**
- VI. **Gold refiner;**
- VII. **SELIC participant;**
- VIII. **Investment club administrator;**
- IX. **Guarantee issuing bank;**
- X. **Agricultural commodity grading supervisor;**
- XI. **Investor;**
- XII. **Real estate lender;** and
- XIII. Other, as established in the BM&FBOVESPA access manual.

Paragraph 1. Whenever **issuers** file applications to list securities for trading, the registration of such **issuers** must follow the rules and procedures set forth in BM&FBOVESPA's rules for issuers listing and admission on securities trading, also being subject to the BM&FBOVESPA **central depository** rules and operating procedures manual.

Paragraph 2. The **participant registration** of unlisted **issuers** or, pursuant to the situations indicated in BM&FBOVESPA's rules for issuers listing and admission on securities trading, of **issuers** that have obtained a waiver from listing, will follow the rules and procedures set forth herein, and also the provisions of the BM&FBOVESPA access manual and the BM&FBOVESPA **central depository** rules and operating procedures manual.

Paragraph 3. The **participant registration of investors** is made by the **authorized participants**, which are liable for the completeness and veracity of the **investors'** registration information, as well as for the permanent update of such information, pursuant to applicable legislation.

Article 39. BM&FBOVESPA may define the characteristics and establish different minimum requirements for each type of **participant registration**, subject to the provisions of these rules and of the BM&FBOVESPA access manual and to the following criteria:

- I. The **trading system, clearinghouse, central depository, registration system and lending system** it manages;
- II. The operating model adopted by BM&FBOVESPA; and
- III. The responsibilities and obligations to BM&FBOVESPA.

Article 40. The **registered participants** must commit to keep any and all authorizations required for the operation of their activities, including authorizations from BCB, CVM and any other entities to whose authority they may be bound, and to adhere to the provisions of these rules, of the norms that supplement these rules, and of all the rules and regulations issued by BM&FBOVESPA, in particular those concerning the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA and in which they participate, by executing the appropriate legal instrument, pursuant to the provisions of the BM&FBOVESPA access manual.

Article 41. **Participant registration** is conducted after completion of the admission and registration process, which initiates upon submission of a request by the applicant and is subject to the rules and procedures established herein and in the BM&FBOVESPA access manual.

Article 42. BM&FBOVESPA's decisions on any **participant registration** are made in compliance with the provisions of the BM&FBOVESPA access manual.

Article 43. After a **participant registration** is approved, BM&FBOVESPA notifies the relevant applicant of its decision.

Article 44. Having received notice of approval, the relevant **registered participant** has one hundred eighty (180) calendar days after the date of approval to complete his/her/its **qualification** process. Failure to do so

may entail cancellation of the approval. However, BM&FBOVESPA may, at its sole discretion, extend the aforementioned deadline in response to a reasoned written request submitted by the **registered participant**.

Article 45. Without prejudice to other responsibilities established in these rules, in the norms that supplement these rules and in applicable legislation and regulations, the duties of **registered participants** include:

- I. Taking direct and indirect civil and criminal liability for continuously maintaining the characteristics and meeting the minimum requirements associated with **participant registration**, and complying with their other obligations under applicable legislation and regulations;
- II. Taking responsibility for the authenticity of all the copies of documents filed with BM&FBOVESPA;
- III. Complying with all the rules, requirements and procedures adopted by BM&FBOVESPA and contemplated in its rules, regulations, manuals, circular letters and external communications, and later amendments;
- IV. Abiding by and enforcing the decisions of BM&FBOVESPA, under the provisions of its rules, regulations, manuals, circular letters and external communications;
- V. Providing timely information to BM&FBOVESPA, as and when required and established;
- VI. Requiring directors, officers, employees, representatives and persons acting on their behalf to uphold the highest standards of probity, ethics and professional aptitude demanded by BM&FBOVESPA, as well as by applicable legislation and regulations;
- VII. Maintaining duly updated their registration information provided to BM&FBOVESPA and the registration details of their directors, officers, employees, representatives and persons acting on their behalf, it being understood that BM&FBOVESPA must be notified of any changes thereto within the time frames stipulated in applicable rules and regulations;
- VIII. Promptly notifying BM&FBOVESPA of the occurrence of any event that might hinder or stop their business operations, or otherwise adversely affect their activities in the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA;
- IX. Observing and complying with the rules governing money laundering, concealment of assets, rights and values, and related crimes, taking the necessary action to prevent such crimes, especially accurate and up-to-date identification and registration of **investors**, and also **registration** and monitoring of **transactions**, in addition to reporting atypical situations to the competent authorities and bodies, in compliance with applicable laws and regulations;
- X. Committing to combat forced or slave-like labor and abstain from employing minors under eighteen (18) years of age in night work or for dangerous or unhealthy tasks, and/or under sixteen (16) years of age in work of any kind, except as apprentices, provided they are fourteen (14) or over, and to make the

best efforts to ensure that their suppliers of goods and services also undertake to make the best efforts to combat such practices at their own business establishments;

- XI.** Committing to undertake the best efforts to oppose negative discriminatory practices restricting access to and maintenance of employment, including without limitation discriminatory practices on the grounds of gender, origin, ethnicity, color, physical condition, religion, marital status, age, or family situation, and also to make the best efforts to ensure that their respective suppliers of goods and services also commit to undertake their best efforts to oppose negative discriminatory practices at their own business establishments; and
- XII.** Committing to undertake the best efforts to protect and preserve the environment and to prevent and combat any harm, danger or risk of damage to the environment, performing their services in compliance with the law, regulations, and normative and administrative acts associated with the environment, and also to make the best efforts to ensure that their respective suppliers of goods and services also commit to undertake their best efforts to prevent such practices at their own business establishments.

Sole paragraph. The **registered participants** declare and warrant that they are familiar with and understand Brazil's anticorruption laws, especially Law #12846/2013, and any later amendments, and commit (i) to refrain from performing any harmful acts to the public administration in Brazil or in any other country, and from promising, offering or giving, directly or indirectly through any third party, undue advantage to a public agent in Brazil or in any other country, or to any third party related to such public agent; (ii) to implement adequate guidelines and controls to prevent and correct deviations, so as to comply with applicable legislation and ensure that their directors, officers, employees, representatives and other agents comply with applicable legislation; (iii) to provide proof of both the existence and effectiveness of such guidelines and controls from time to time, at BM&FBOVESPA's request, and likewise undertake to not hamper investigation and supervision by, or intervene in the activities of, public bodies and agents, including national financial system and capital market regulators and supervisory bodies; and (iv) to ensure that an identical commitment is undertaken by any third party they engage.

Article 46. The **registered participants** in breach of their obligations and duties under these rules and further rules and regulations issued by BM&FBOVESPA may have their registrations cancelled by BM&FBOVESPA, at its sole discretion.

Article 47. The **registered participants** will be subject to the provisions contemplated by the rules and regulations applicable to the **trading system, clearinghouse, central depository, registration system and lending system** managed by BM&FBOVESPA in which they participate.

Article 48. The rights and obligations arising to **registered participants** from their registrations, as provided herein and in the BM&FBOVESPA access manual, cannot be assigned or transferred to any third parties, whether or not belonging to the same economic group or conglomerate.

Article 49. Any and all complaints against any **registered participant** and associated with compliance with the provisions of these rules must be presented to the BM&FBOVESPA Chief Executive Officer in writing, and state the reasons of the relevant complaint and, to the extent possible, include the documentary evidence necessary for the facts of the matter to be taken under consideration.

Sole paragraph. BM&FBOVESPA will take any complaints under consideration and, should there be sufficient elements to prove an irregularity, the necessary measures will be taken, which include giving notice thereof to the complainant and to the other parties involved in the matter.

TITLE IV: GENERAL PROVISIONS

Article 50. BM&FBOVESPA establishes the criteria used in the calculation of **costs** and **charges**, as well as the amounts, time frames and related terms and conditions for the **payment** thereof.

Article 51. These rules are subject to the laws and regulations in force in Brazil in connection with the activities of the **participants**.

Article 52. The BM&FBOVESPA Chief Executive Officer is hereby authorized to take any action required to enforce the provisions of these rules.

Article 53. BM&FBOVESPA may not be held liable for any losses, damages, or expenses resulting from failures in the technological infrastructure, communications, computer programs, or databases of its **participants**, or for improper use of BM&FBOVESPA's systems.

Article 54. BM&FBOVESPA and its **participants** undertake to settle by arbitration, pursuant to the Rules of the Market Arbitration Chamber, any and all disputes or controversies that may arise between them, especially in connection with or deriving from the application, validity, effectiveness, interpretation, violation, and the effects thereof, of the provisions contemplated by these rules, by the BM&FBOVESPA access manual, by the supplementary norms thereto, and by further rules and regulations published by BM&FBOVESPA.

Article 55. For all legal purposes, the provisions of these rules are binding upon the **participants** referred to herein.

Article 56. BM&FBOVESPA will not indemnify any **participants** for any losses deriving from the emergency measures it may come to adopt as provided for in its rules, regulations, manuals and other rules it may have issued.

Article 57. The provisions of these rules must be incorporated expressly or by reference into the contracts and other instruments executed by the **participants**.

Article 58. BM&FBOVESPA may issue supplementary norms for the application of the provisions of these rules.

Article 59. Any matters on which these rules are silent will be determined by the BM&FBOVESPA Chief Executive Officer.

Article 60. The time frame for the **participants** to comply with these rules and later amendments, which will never be less than thirty (30) days, will be established by BM&FBOVESPA by circular letter.

TITLE V: TRANSITORY PROVISIONS

Article 61. The contents of these rules and of the BM&FBOVESPA access manual will come into force on the date of publication of the relevant documents and will apply to the **participants** that hold **access authorizations** or are registered under any category in the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA.

Article 62. The tables below present the denominations of the **participants** that are henceforth subject to these rules, to the BM&FBOVESPA access manual, and to the rules and regulations applicable to the **trading system, clearinghouse, central depository, registration system** and **lending system** managed by BM&FBOVESPA.

FX Clearinghouse participants

Denomination in FX Clearinghouse rules and regulations	Denomination in these rules and BM&FBOVESPA access manual	
	Class	Market group
Agent	Full trading participant	FX
Intermediary	Full trading participant	FX
Clearing Member/Bank authorized to trade FX (BPC)	Clearing member	FX
Correspondent bank	Not contemplated	
Settlement Bank	Settlement agent	
Customer	Investor	

Securities Clearinghouse participants

Denomination in Securities Clearinghouse rules and regulations	Denomination in these rules and BM&FBOVESPA access manual	
	Class	Market group
Clearing Member	Clearing member	Government bonds
Centralized Settlement Participant (PLC)	Settlement participant	Government bonds

TITLE IV. TRANSITORY PROVISIONS

Version 2
(08/28/2017)

Securities Trading Participant (PNA)	Full trading participant	Government bonds
Master Centralized Settlement Participant (PLM) – Manager – DN	Full trading participant	Government bonds
Denomination in Securities Clearinghouse rules and regulations	Denomination in these rules and BM&FBOVESPA access manual	
	Class	Market group
PLC Manager (ADM)	Not contemplated	
Settlement Bank	Settlement agent	
Custodian	SELIC participant	
Messenger (MSG)	Not contemplated	
Customer	Investor	