

# UP2DATA'S COMMERCIAL POLICY

Version 1.6

## SUMMARY

<b>CONTROL INFORMATION .....</b>	<b>4</b>
<b>1 INTRODUCTION .....</b>	<b>5</b>
<b>2 ABOUT UP2DATA .....</b>	<b>5</b>
<b>2.1 CHARACTERISTICS.....</b>	<b>5</b>
<b>2.2 TYPES OF UP2DATA'S DATA.....</b>	<b>6</b>
<b>2.3 AVAILABLE DATA AND INFORMATION CHANNEL STRUCTURE .....</b>	<b>7</b>
2.3.1 REGULATORY DATA CHANNEL.....	7
2.3.2 ECONOMIC INDICATORS .....	8
2.3.3 LEGACY/OLD DATA CHANNEL .....	8
2.3.4 MARKET CHANNEL.....	8
2.3.5 SPECIALIZED DATA CHANNEL .....	9
<b>3 PARTIES CONTRACTING UP2DATA'S SERVICE .....</b>	<b>11</b>
<b>3.1 DISTRIBUTOR .....</b>	<b>11</b>
<b>3.2 REDISTRIBUTOR .....</b>	<b>11</b>
<b>3.3 MEDIA COMPANIES.....</b>	<b>12</b>
<b>3.4 END USER .....</b>	<b>12</b>
<b>4 MEANS OF ACCESSING UP2DATA'S SERVICE.....</b>	<b>13</b>
<b>5 DISCLOSURE AND DISTRIBUTION OF UP2DATA'S DATA .....</b>	<b>14</b>
<b>5.1 RULES FOR USING THE DATA FOR DISTRIBUTION OR DISCLOSURE .....</b>	<b>15</b>
<b>5.2 DISTRIBUTORS' AND REDISTRIBUTORS' RIGHTS AND DUTIES .....</b>	<b>16</b>
<b>6 UP2DATA SERVICE AND DISTRIBUTION AGREEMENT .....</b>	<b>17</b>

<b>6.1</b>	<b>Required documentation.....</b>	<b>17</b>
<b>6.2</b>	<b>Economic Group .....</b>	<b>19</b>
<b>7</b>	<b>CHARGING POLICY .....</b>	<b>19</b>
<b>7.1</b>	<b>UP2DATA'S SOLUTION ACCESS FEES .....</b>	<b>21</b>
7.1.1	Additional facilities for direct access .....	22
<b>7.2</b>	<b>FEE FOR ACCESSING SPECIALIZED CHANNELS FOR INTERNAL USAGE .....</b>	<b>22</b>
<b>7.3</b>	<b>PRICES FOR UP2DATA'S DATA DISTRIBUTION .....</b>	<b>23</b>
7.3.1	External distribution fee – display .....	24
7.3.2	External distribution fee – non display .....	25
7.3.3	Fee for publishing on open websites with no access control .....	28
<b>7.4</b>	<b>DISCOUNT GRANTING .....</b>	<b>28</b>
<b>8</b>	<b>ADJUSTMENT OF PRICE LISTS .....</b>	<b>28</b>
<b>9</b>	<b>MONTHLY DISTRIBUTION REPORT .....</b>	<b>29</b>
<b>9.1</b>	<b>CLIENT COUNTING UNIT.....</b>	<b>29</b>
<b>9.2</b>	<b>MONTHLY REPORT FORMAT AND SUBMISSION.....</b>	<b>29</b>
9.2.1	MONTHLY REPORT .....	30
<b>9.3</b>	<b>RETROACTIVE ADJUSTMENTS .....</b>	<b>31</b>
<b>10</b>	<b>AUDIT .....</b>	<b>32</b>
<b>10.1</b>	<b>SPECIAL CASES AND FAQ.....</b>	<b>32</b>
<b>11</b>	<b>FREE TRIAL.....</b>	<b>33</b>

## CONTROL INFORMATION

**Effective from:** 01/29/2018.

**1<sup>st</sup> version:** 01/29/2018

### Registration of amendments:

VERSION	AMENDED ITEM	REASON	DATE
1.1	Original Version	N/A	01/29/2018
1.2	6.5 – Free-of-charge period	Inclusion of validation by the B3 team	03/22/2019
1.3	6. Price List	Inclusion of the Corporate Event channel	04/01/2019
1.4	6. Price List data availability (early order only)	Regulatory data exempted	10/23/2019
1.5	General review of the Commercial Policy	New UP2DATA'S Distribution Policy	12/11/2019
1.5.1	Inclusion of the Debenture Channel	New <b>SPECIALIZED DATA</b> Channel	04/23/2020
1.5.2	Price adjustment and inclusion of the energy channel	Out of date price data and launch of the energy channel.	08/20/2021
1.5.3	Inclusion of the Alternative Data Channel	New Channel included in the Commercial Policy	12/30/2021
1.6	New UP2DATA'S Commercial Policy	Combining UP2DATA'S Service Policy and UP2DATA'S Distribution Policy and disclosure of new prices for Services	10/20/2022

## 1 INTRODUCTION

The purpose of this **COMMERCIAL POLICY** is to describe the rules of the **UP2DATA'S** data **ACCESS** and **DISTRIBUTION** of market information, which will be provided in an organized, consolidated and standardized manner through regulatory data, economic indicators, legacy files, market and specialized data from the markets managed by B3 ("UP2DATA DATA"), including the clients' rights and duties involving **ACCESS TO** the **UP2DATA'S** service and/or those who seek to operate as **DISTRIBUTORS** or **REDISTRIBUTORS** of UP2DATA's DATA.

Regarding the **UP2DATA'S DISTRIBUTION** policy, it is important to underline that it is the responsibility of the **DISTRIBUTOR** and/or **REDISTRIBUTOR** of **UP2DATA DATA** to set up their own distribution policies according to the rules and procedures described in this document and in the contract signed with B3.

## 2 ABOUT UP2DATA

**UP2DATA** is a technological solution developed by B3 aimed at simplifying data delivery. This service categorizes the **UP2DATA's DATA** as described in [item 2.3](#) of this **COMMERCIAL POLICY**, allowing the **ACCESS, DISTRIBUTION** and **REDISTRIBUTION** of **UP2DATA DATA** according to the terms set forth in this policy.

For further information on the product, please access: [https://www.b3.com.br/en\\_us/up2data](https://www.b3.com.br/en_us/up2data) and for the agreement documentation, please access [https://www.b3.com.br/en\\_us/market-data-and-indices/data-services/up2data/how-to-hire-and-access/](https://www.b3.com.br/en_us/market-data-and-indices/data-services/up2data/how-to-hire-and-access/).

Further details on **UP2DATA DATA** standardization and available information are presented below.

### 2.1 CHARACTERISTICS

The main features of **UP2DATA** are described below:

- **Automation:** A structured platform to facilitate the automation of processes and information usability on a daily basis;

- **Diversified format:** Files may be delivered in different formats, such as CSV, TXT, JSON, XML, and only Regulatory Data will be provided by B3 exclusively as a CSV file;
- **Organization:** A single communication channel to receive data;
- **Timeliness:** End-of-day information delivered after the close of each market managed by B3;
- **Specialized technical support:** Should there be any question about the software installation, delivery of files and/or available information, our team will be willing to help you via email [suporte@up2data.com.br](mailto:suporte@up2data.com.br) or just call (+55-11) 2391-2776;
- **Attendance:** An exclusive **UP2DATA** service page displaying the time schedules for disclosure and general communication about file delivery status (<https://up2data.b3.com.br/status>).

## 2.2 TYPES OF UP2DATA'S DATA

The **UP2DATA'S** service allows for the access to different information on markets managed by B3 in files standardized according to specific topics, which are divided and classified as follows:

- a) Security List** – The files so classified will provide the characteristics of securities or other financial instruments authorized for trading and/or registration;
- b) Open Position** – These files will address the balance of unsettled and unexpired positions held by the total group of principals in a given derivative contract;
- c) Trade Information** – These files will bring a summary of the operations carried out in a specific day in B3's trading and registration environment with consolidated prices and amounts, as well as other material asset trading statistics;
- d) Settlement Price** – These files will provide the quotation determined every day by B3 and used for the daily adjustment of positions in the futures market. The settlement price is generally determined during an electronic

closing auction aimed at setting a price that is representative and visible to the market. Any exceptions may be found in [B3 Operations Manuals](#);

- e) **Reference Price** – These files will address the value parameter of an asset admitted for trading or registration in the markets managed by B3, calculated on a daily basis and used as a reference for assets with no daily adjusted financial settlement;
- f) **Schedule** – These files will bring consolidated information on the payment schedule of instruments related to their respective channels and/or corporate event channel;
- g) **Issuer** – These files show information on issuers register;
- h) **Other** – The remaining types of files are specific for certain channels and explained in the next section.

For further information on each type of file, please access the Data Dictionary on the website [https://www.b3.com.br/en\\_us/market-data-and-indices/data-services/up2data/available-data/](https://www.b3.com.br/en_us/market-data-and-indices/data-services/up2data/available-data/) at the footnote of page.

## 2.3 AVAILABLE DATA AND INFORMATION CHANNEL STRUCTURE

**UP2DATA'S DATA** is made available through **CHANNELS** that were grouped according to the characteristics of the data available and their consumption by the market as detailed below:

### 2.3.1 REGULATORY DATA CHANNEL

It should be mentioned that in addition to making regulatory data available on B3's institutional website, provided according to the applicable regulation, the regulatory data will be made available on the regulatory data **CHANNEL** of **UP2DATA'S** service.

The files in this **CHANNEL** are offered exclusively in the CSV format, and it is not possible to choose any other format or request data customization.

Files available are Security List (OTC Segment), Security List (Listed Segment), Consolidated Trades (OTC Segment), Consolidated Trades (Listed

Segment), Consolidated Trades of the Trading Session – After Market (Listed Segment), Open positions for security lending, Open positions for derivatives (Listed Segment) and Summary of security lending.

2.3.2 ECONOMIC INDICATORS

This channel provides consolidated information on assets linked to economic indicators delivered in a single folder as follows:



2.3.3 LEGACY/OLD DATA CHANNEL

This **CHANNEL** has files not native from **UP2DATA**, which are provided by other **B3**’s systems, in a temporary folder, since it is possible to find information contained in this channel in other **UP2DATA’S** files and therefore anticipate the information receipt. The files in this folder are made available after market closes and may be later deactivated after the migration to **UP2DATA’S** native files.

2.3.4 MARKET CHANNEL

The files available in the **MARKET CHANNEL** have consolidated information on the Commodities, Interest, Currency, Equities and U.S. Treasury markets. The folders of this channel are divided by type of market and information, as showcased below:

<b>Commodities</b> Security List Open Positions Trade Information Settlement Price Reference Price		<b>Interest Rate</b> Security List Open Positions Trade Information Settlement Price Reference Price	
<b>Currency</b> Security List Open Positions Trade Information Settlement Price Reference Price	<b>Equities</b> Security List Open Position Trade Information Settlement Price Reference Price	<b>U.S. Treasury</b> Security List Open Positions Trade Information Settlement Price	



### 2.3.5 SPECIALIZED DATA CHANNEL

The files available in the specialized data **CHANNELS** include consolidated information or information developed by B3 that went through some type of data processing, such as calculation, transformation based on intelligence processes, internal analytical capacity or any other means and methodologies developed by B3. Specialized data **CHANNELS** are presented as follows:

- a) **Analytics Channel for BDR** – This channel provides consolidated information on BDRs, such as the number and financial volume of operations issued, total balance of BDRs in stock, among other information, provided in a single folder, as follows:

**Analytics BDR**

Balance Stock

- b) **Channel for Real Estate Receivables Certificates (CRI) and Agribusiness Receivable Certificates (CRA)** – This channel provides a set of consolidated information on CRIs and CRAs, which is organized in three folders based on the type of information to be accessed, as follows:

**CRI and CRA**

Security List

Trade Information

Schedule

- c) **Curves Channel** – This channel provides information on the curves as well as on the theoretical rate, the characteristics of the vertex, and other information, which are organized in a single folder, as follows:

**Curves**

Curves

- d) **Debentures Channel – MTM** – This channel provides data on the debenture market, which is made available in four folders organized by type of information, as presented in the table below:

Debentures - MTM
Security List
Trade Information
Reference Price
Schedule

- e) **Energy Channel** – This channel provides information produced over the day by the B3's energy market. The Energy Channel has two configurations, as follows: (i) the **Energy Market**, that can be accessed by **PARTIES CONTRACTING UP2DATA** in general and (ii) the **Energy B3 Agents** of the Energy Platform, that includes exclusive information on this market agents. In both channels the files are broken down into the three categories as follows:

Energy market	Energy Agents B3
Security List	Security List
Forward Curve	Forward Curve
Issuer	Issuer

- f) **Corporate Action Channel** – This channel has information extracted from the issuer's corporate event data referring to the assets issued by it and deposited at the central depository. Events are identified, organized, classified and disclosed based on structured and standardized data in four folders in accordance with the required information, as follows:

Corporate Action
Corporate Action
Issuer
Life Cycle
Schedule

- g) **Index Channel** – This channel provides consolidated information on indices traded on B3, which is standardized in files divided into five folders as follows:

Index
Portfolio Composition
Intraday Information
Trade Information
Stock per index
Stock Behavior

- h) **Volatility Surface Channel** – This channel provides consolidated information on the volatility surface such as delta, implied volatility, and other information made available in a single folder, as follows:



### 3 PARTIES CONTRACTING UP2DATA'S SERVICE

The **PARTY CONTRACTING** the **UP2DATA'S SERVICE** is any institution and/or organization (legal entity) that has **DIRECT ACCESS** (capture of B3's infrastructure) or **INDIRECT ACCESS** (capture of data on the infrastructure of a **DISTRIBUTOR** or **REDISTRIBUTOR**) to **UP2DATA'S** data through the execution of an **UP2DATA MASTER AGREEMENT** with B3. The **CONTRACTING PARTIES** will be classified in the items below.

#### 3.1 DISTRIBUTOR

**DISTRIBUTOR** is any organization that **DISTRIBUTES** or **DISCLOSES** **UP2DATA'S DATA** to its **CLIENTS**.

These **CLIENTS** may be classified as **END USERS** or **REDISTRIBUTORS**, being either internal or external to the organization.

Non-exhaustive examples of **DISTRIBUTORS** are: banks, security brokers, security distributors, vendors, and independent software providers (ISV).

**DISTRIBUTORS** will be classified as follows:

- **LOCAL**: a legal entity duly incorporated in Brazil.
- **INTERNATIONAL**: a legal entity duly incorporated abroad.

#### 3.2 REDISTRIBUTOR

**REDISTRIBUTOR** is any organization that receives **UP2DATA'S DATA**, from a **DISTRIBUTOR**, for the purpose of **DISCLOSING** or **DISTRIBUTING** it to its

**CLIENTS**, upon entering the respective **UP2DATA MASTER AGREEMENT** with B3.

The **REDISTRIBUTOR'S CLIENTS** can be classified as **END USERS** and/or **REDISTRIBUTORS**, either internal or external to the organization.

**REDISTRIBUTORS** will be classified as follows:

- **LOCAL**: a legal entity duly incorporated in Brazil.
- **INTERNATIONAL**: a legal entity duly incorporated abroad.

### 3.3 MEDIA COMPANIES

A **MEDIA COMPANY** is any communication vehicle that exercises journalism and other informative communication activities (e.g. press media, digital web media television or radio media) that **DISTRIBUTES** or **DISCLOSES** the **UP2DATA'S DATA** to its clients. All clients of a **MEDIA COMPANY** will be considered **END USERS**.

For the purpose of this **COMMERCIAL POLICY**, **MEDIA COMPANIES** are considered a specific type of **DISTRIBUTOR** or **REDISTRIBUTOR**.

**MEDIA COMPANIES** will be classified as follows:

- **LOCAL**: a legal entity duly incorporated in Brazil.
- **INTERNATIONAL**: a legal entity duly incorporated abroad.

### 3.4 END USER

**END USERS** are the ones who use **UP2DATA'S DATA** exclusively for their own purposes, and the distribution and/or disclosure of this data is barred. **END USERS** can access the data directly from **B3** or from a **DISTRIBUTOR** or **REDISTRIBUTOR**.

**END USERS** who have access to data through a **DISTRIBUTOR** or **REDISTRIBUTOR** can be: individuals, employees or providers of the **DISTRIBUTORS'**, **REDISTRIBUTORS'** and **MEDIA COMPANIES'** services who access **UP2DATA DISTRIBUTION** exclusively for internal or own use.

#### 4 MEANS OF ACCESSING UP2DATA'S SERVICE

**UP2DATA'S SERVICE** can be accessed in two main ways by the contracting parties with **DIRECT ACCESS** to the platform:

- **UP2DATA CLIENT:** in this model of access, the software is installed in the user's structure and the files are directly delivered to the **CONTRACTING PARTY** structure. For further technical information, please access the UP2DATA Client's Manual available on our website [https://www.b3.com.br/en\\_us/market-data-and-indices/data-services/up2data/how-to-hire-and-access/](https://www.b3.com.br/en_us/market-data-and-indices/data-services/up2data/how-to-hire-and-access/).
- **UP2DATA CLOUD:** in this model of access, the **CONTRACTING PARTY** accesses the **UP2DATA'S** cloud infrastructure, and the **CONTRACTING PARTY** is responsible for capturing the files when these are available, through a command line or graphic interface. B3 is not able to send the files directly to the client's infrastructure. For further technical information, please access the UP2DATA Cloud's Manual available on our website [https://www.b3.com.br/en\\_us/market-data-and-indices/data-services/up2data/how-to-hire-and-access/](https://www.b3.com.br/en_us/market-data-and-indices/data-services/up2data/how-to-hire-and-access/).

The table below shows the differences between access to **UP2DATA CLIENT** and to **UP2DATA CLOUD**:

FUNCTIONALITIES	UP2DATA CLIENT	UP2DATA CLOUD
Operational system - Windows	X	X
Operational system - Linux		X
Automatic download	X	
Download by command line		X
Early delivery	X	X
Selection of the folders hierarchy	X	
Multiple formats (CSV, JSON, TXT and XML)	X	X
Certificate valid for two years	X	X
Access SAS key required		X

It should be mentioned that the files in the UP2DATA Client remain available in the directory of the contracting client until the latter excludes these files, whereas in the UP2DATA Cloud files remain available for 30 (thirty) calendar days.

With respect to the access key (SAS key) of the **UP2DATA CLOUD**, the **PARTY CONTRACTING** is responsible for generating their own key based on information emailed after the engagement. This key is valid for 3 (three) months and the step-by-step for generating it is included in the **UP2DATA CLOUD'S** Manual available on our website [https://www.b3.com.br/en\\_us/market-data-and-indices/data-services/up2data/how-to-hire-and-access/](https://www.b3.com.br/en_us/market-data-and-indices/data-services/up2data/how-to-hire-and-access/).

## 5 DISCLOSURE AND DISTRIBUTION OF UP2DATA'S DATA

**UP2DATA** segregates the **DISTRIBUTION** and **DISCLOSURE** in accordance with the type of access to **UP2DATA DATA** by the **CONTRACTING PARTY** and the purpose of the use. Therefore, we consider:

- **DISTRIBUTION:** it is the availability of **UP2DATA'S DATA** in a restricted access environment, such as those that require login and password. Commercialize data is also included in this category;

This category also breaks data down into **DISPLAY** and **NON-DISPLAY**. The **DISPLAY** solution is when data is mostly displayed on the screen and the **NON-DISPLAY** solution is when data is delivered in a format that can be manipulated through files, APIs, enterprise solutions and others.

- **DISCLOSURE:** it is the practice of making **UP2DATA'S DATA** available in a public access environment, without any form of commercialization of this data and not allowing **UP2DATA** data download. It is important to note that the **UP2DATA DATAS** made available on the screen must be previously evaluated by B3 and be at least one day late in relation to the data provided by the **UP2DATA** service. In addition, the **DISTRIBUTOR** must indicate that the data is B3's property and inform the terms of use of the information.

It is important to inform that for any form of **DISTRIBUTION** or **DISCLOSURE** of the **UP2DATA DATA**, **B3** reserves the right to previously evaluate each request for contracting this service and the type of website on which the **UP2DATA DATA** will be made available.

If **B3** finds any irregularity in the use and **DISTRIBUTION** of the **UP2DATA'S DATA**, **B3** will have the right to demand from the violator the immediate and written suspension of the **ACCESS, DISTRIBUTION** and **DISCLOSURE** of the **UP2DATA DATA** and apply the sanctions applicable to any **REDISTRIBUTOR** or **END USER** as per prescribed in this **COMMERCIAL POLICY** and in the **UP2DATA MASTER AGREEMENT**.

## **5.1 RULES FOR USING THE DATA FOR DISTRIBUTION OR DISCLOSURE**

All clients who have the intention of **DISTRIBUTING, REDISTRIBUTING** and **DISCLOSING UP2DATA'S DATA (DISTRIBUTORS AND REDISTRIBUTORS)** must sign the **UP2DATA MASTER AGREEMENT** and fill out its respective attachments. The use of **UP2DATA'S DATA** for these purposes must follow the following rules:

- **DISTRIBUTORS, REDISTRIBUTORS** and **MEDIA COMPANIES** may sell **UP2DATA's DATA**, subject to the rules provided for in this **COMMERCIAL POLICY**, such as those related to payments due and reports when applied.
- If **CONTRACTING PARTY** want to use **UP2DATA'S DATA** for developing, creating, calculating or generating any type of index, rates, benchmarks or any other derived data, as well as financial instruments and securities (such as options and derivatives), they must obtain a formal authorization from **B3** through a specific contractual instrument and respective consideration.
- **CONTRACTING PARTY (DISTRIBUTORS, REDISTRIBUTORS and MEDIA COMPANIES)** must not use **UP2DATA'S DATA** for: (i) a purpose other than the one set up in this **COMMERCIAL POLICY**, (ii) using any

type of tool, technology, reverse engineering or any other method aimed at making information available on an individualized basis to identify the individualized operations or parts of these operations and (iii) coercing third parties.

- The **DISTRIBUTORS** and/or **REDISTRIBUTORS**, before providing the **UP2DATA'S DATA**, will require their clients classified as **REDISTRIBUTORS** to enter into an **UP2DATA MASTER AGREEMENT** and fill out its respective attachment of **DISTRIBUTION** with B3, and the transmission of **UP2DATA'S DATA** to **REDISTRIBUTORS** who have not entered into an agreement with B3 is barred.

## 5.2 DISTRIBUTORS' AND REDISTRIBUTORS' RIGHTS AND DUTIES

The **DISTRIBUTOR**, **REDISTRIBUTOR** and **MEDIA COMPANY**, in the event of **SPECIALIZED DATA DISTRIBUTION**, in the types of packages described in items [7.3.1.2](#), [7.3.2.2](#) and [7.3.2.3](#), that require user reporting, must report the classification of their **CLIENTS**, who may be **END USERS** or **REDISTRIBUTORS**, to B3 every month, as described in [item 3](#) of this **COMMERCIAL POLICY**.

This obligation should be complied by providing B3 with a **MONTHLY REPORT** with information on [item 9](#) of this **COMMERCIAL POLICY**.

It is the responsibility of the **DISTRIBUTOR**, **REDISTRIBUTOR** and **MEDIA COMPANY** to create their own mechanisms to ensure the provision of required information in a **MONTHLY REPORT**.

The **DISTRIBUTOR** or **REDISTRIBUTOR**, before providing the **UP2DATA'S DATA**, will require their clients classified as **REDISTRIBUTORS** to enter into a **UP2DATA MASTER AGREEMENT** with B3, and the transmission of **UP2DATA'S DATA** to **REDISTRIBUTORS** who have not entered into an agreement with B3 is barred.

If the **DISTRIBUTOR** or **REDISTRIBUTOR** carries out this type of **DISTRIBUTION** or **DISCLOSURE** known as **ENTERPRISE**, they will be



exempted from sending the **MONTHLY REPORT**. The pricing of the **ENTERPRISE** type is different and is described in items [7.3.1.1](#) and [7.3.2.1](#) of this Policy.

## 6 UP2DATA SERVICE AND DISTRIBUTION AGREEMENT

The **UP2DATA MASTER AGREEMENT** sets out the **CONTRACTING PARTIES'** and B3's rights and duties and provides for the conditions for using the **UP2DATA DATA** by the **CONTRACTING PARTY**.

The **UP2DATA MASTER AGREEMENT** must be entered into by all the **CONTRACTING PARTIES**, who directly access data from B3 (**DIRECT ACCESS**), and by all **UP2DATA'S DISTRIBUTORS** and **REDISTRIBUTORS**.

### 6.1 Required documentation

To contract out the services, the following documentation must be provided in a digitalized format alongside the **UP2DATA MASTER AGREEMENT**:

- **Parties in the negotiation:** The **UP2DATA MASTER AGREEMENT** must be entered into by representatives with powers granted, in accordance with registration files at B3 or who are included in corporate documents, such as Articles of Incorporation/Bylaws, Minutes of Election or Letter of attorney.
- **Other institutions:** documentation substantiating the powers granted by the contracting party to legal representatives and/or proxies, such as Articles of Incorporation/Bylaws, Minutes of Election or Letter of attorney.
- **For any institution:**
  - **Attachment I:** this Attachment to the **UP2DATA MASTER AGREEMENT** must be filled out and sent to B3, even if just by email, by all who sign the **CONTRACT** with B3, as it comprises the **REGISTRATION DATA** of the **CONTRACTING** company.
  - **Attachment II:** this Attachment to the **UP2DATA MASTER AGREEMENT** must be filled out and sent to B3, even if just by

email, by everyone who accesses the **UP2DATA** solution directly with B3, as it includes the channels purchased by the institution. This document must be updated whenever the **CONTRACTING** institution needs to change the services purchased.

- **Attachment III:** this Attachment to the **UP2DATA MASTER AGREEMENT** must be filled out and sent to B3, even if just by email, by all **DISTRIBUTORS** and **REDISTRIBUTORS** of the **UP2DATA** data, as it comprises the distribution formats and data. This document must be updated whenever the **CONTRACTING** institution needs to modify the model or the distributed data.
- **Attachment IV:** this Attachment to the **UP2DATA MASTER AGREEMENT** must be filled out and sent to B3, even if just by email, by all **REDISTRIBUTORS**, as it comprises information from the institutions that provide them with **UP2DATA** data (Carrier).
- **Attachment V:** this Attachment to the **UP2DATA MASTER AGREEMENT** must be filled out and sent to B3, even if just by email, since it includes the institutions in the economic group of the **CONTRACTING** institution allowed to have access to **UP2DATA**. This document must be updated whenever the **CONTRACTING** institution needs to include a new institution not previously registered in its economic group.
- **Attachment VI:** this Attachment to the **UP2DATA SERVICE AND DISTRIBUTION AGREEMENT** must be filled out and sent to B3, even if just by email, by all **DISTRIBUTORS** or **REDISTRIBUTORS**.

It is worth mentioning that modifications to agreement **ANNEXES** must have the legal representative of the agreement (**ATTACHMENT I**) copied in the email sent to B3 and, in the event of absence of this representative, another person with powers granted by the **CONTRACTING** institution will replace them by submitting supporting documents.

## 6.2 Economic Group

The authorization for using **UP2DATA** may be extended to companies that are members of the same **ECONOMIC GROUP** of the **CONTRACTING PARTIES**, through which the service purchased will be shared, and the **CONTRACTING PARTY** will pay for and access the channels subscribed to the companies included in Attachment V of the **UP2DATA MASTER AGREEMENT**.

The term “**ECONOMIC GROUP**” of the **CONTRACTING COMPANY** refers to the group of institutions composed of: (i) legal entities directly or indirectly controlled by a single legal entity; and/or (ii) a parent company and its directly or indirectly controlled companies.

The names of all companies included in the **CONTRACTING COMPANY'S** group must be previously informed to **B3** in a proper form, included in Attachment III of the **UP2DATA MASTER AGREEMENT**. This inclusion must be authorized by B3 and any change in the group composition must also be previously informed to B3 by updating the attachment and emailing it to the contracting team [servicecontracting@b3.com.br](mailto:servicecontracting@b3.com.br) for document validation and approval.

## 7 CHARGING POLICY

The **CONTRACTING PARTIE** will be charged for the **USE** and/or **DISTRIBUTION** of **UP2DATA** services in accordance with the terms, conditions and fees listed below, subject to the execution of the **UP2DATA MASTER AGREEMENT**, as well as the mandatory filling out of the respective ANNEXES.

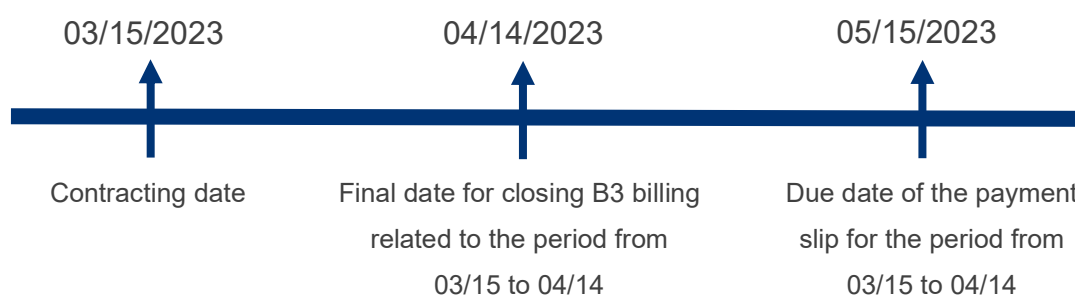
Below is a summary of the current rates applicable to **UP2DATA**, in order to make it easier for the **CONTRACTING PARTY** to visualize the existing models and choose which one(s) best meet his/her needs. The values presented in this item are exclusive to international customers that who are not headquartered in Brazil.

FEE SCHEDULE AND UP2DATA CHANNELS*									
SOLUTION ACCESS FEE** - DIRECT: USD 300   INDIRECT: USD 150									
CHANNELS HIRING	INDEX	CURVES	VOLATILITY SURFACE	DEBENTURES MTM	ENERGY	CORPORATE ACTION	CRI/CRA	ANALYTICS BDRs	REGULATORY MARKETS ECONO. IND. LEGACY
INTERNAL USE	USD 50	USD 50	USD 50	USD 75	USD 20	USD 75	USD 50	USD 50	Included in the access fee
DISPLAY ENTERPRISE	USD 350	USD 350	USD 350	USD 525	USD 200	USD 525	USD 350	USD 350	
DISPLAY WITH ACCESS CONTROL	USD 8.00 per user								
NON DISPLAY ENTERPRISE	USD 3,000	USD 3,000	USD 3,000	USD 4,500	USD 200	USD 4,500	USD 3,000	USD 3,000	
NON DISPLAY REVENUE SHARE	75% of Revenue Share								
NON DISPLAY TRANSFER	Possibility of passing on the payment and fee determined by the model chosen by the DISTRIBUTOR'S CUSTOMER								
DISCLOSING	Included in the access fee								

\* The values are monthly charged and each model has specific rules placed in the next items of this Commercial Policy.

\*\* Fee applied to all UP2DATA hirings.

Collection is carried out on a monthly basis through a payment slip due on the third Monday of each month subsequent to the billing period. For registration purposes, the month when the service is provided and billing of the service begins on the 15<sup>th</sup> day of the month and ends on the 14<sup>th</sup> day of the subsequent month. An example of the collection is as follows:



When hiring **UP2DATA**, a monthly fixed **ACCESS** fee will be charged to the **CONTRACTING PARTIE**, as well as additional monthly fees depending on the use of the product and the **CHANNELS** accessed by the **CONTRACTING PARTIE**, as described in detail in the following topics.

It is important to point out that the higher rates encompass the lower rates, in the case of specialized **CHANNEL** hiring. For example, if a **CONTRACTING**

**PARTIE** opts for Display Enterprise Distribution for a certain **CHANNEL**, the same **CONTRACTING PARTIE** can make internal use of this **CHANNEL** inside the Company, without having to pay the fee for internal use. If you have any questions on this point, you can contact the product's commercial team at [dataproductions@b3.com.br](mailto:dataproductions@b3.com.br).

## 7.1 UP2DATA'S SOLUTION ACCESS FEES

The fee for accessing the **UP2DATA** solution is charged in accordance with the way the access is provided, as shown below:

Solution access fees	Amount to national clients	Amount to internacional clients
Direct	R\$1,500.00	USD 300.00
Indirect	R\$750.00	USD 150.00

The **DIRECT ACCESS FEE** applies to **CONTRACTING PARTIES** who directly access data through B3. For this type of access, contracting parties will be entitled to access the platform and the following **CHANNELS**:

- Regulatory Data **CHANNEL**;
- Market **CHANNELS** (Commodities, U.S. Treasury, Equities, Currency, and Interest Rates);
- Economic Indicators **CHANNEL**; and
- Legacy Data **CHANNEL** (OLD/Legacy Archives).

In the case of **DIRECT ACCESS**, in addition to access to the **CHANNELS** above, the **DIRECT ACCESS FEE** will entitle the **CONTRACTING PARTIE** to two installation keys, being the **CONTRACTING PARTIE** choice to access the platform by means of a client software or by means of the Cloud solution. The details of these means of access are in [item 4](#) of this Policy.

The **INDIRECT ACCESS FEE** is applicable to **CONTRACTING PARTIE** who access the **UP2DATA's DATA** indirectly, i.e., through a **DISTRIBUTOR** or

**REDISTRIBUTOR** of the **UP2DATA DATA** and intend to distribute and/or use the data in accordance with the rules set forth in this **COMMERCIAL POLICY** or in the **UP2DATA MASTER AGREEMENT**.

For the case of **INDIRECT ACCESS**, in the event of passing on the billing or redistribution of **UP2DATA DATA**, it is up to the **DISTRIBUTORS** or **REDISTRIBUTORS** to guide their respective clients on the forms of access and payment of **UP2DATA**, referring them to the signing of a contract with B3 if necessary.

## 7.1.1 Additional facilities for direct access

If the **COMPANY CONTRACTING UP2DATA** requires additional keys, it must request them from **B3** upon contracting the service or later by filling up **ANNEX II** of the **UP2DATA MASTER AGREEMENT**. In this **ANNEX**, it will be possible to indicate the total quantity of keys needed by the **CONTRACTING PARTIE**, each key additional to the two included in the access fee, will be charged five hundred reais per month (R\$ 500,00) for national clients and one hundred U.S. dollars per month (USD 100.00) for international clients. This fee is charged per month per additional key.

## 7.2 FEE FOR ACCESSING SPECIALIZED CHANNELS FOR INTERNAL USAGE

The consumption of **UP2DATA'S** specialized channels exposed in [item 2.3.5](#) are not covered by the **ACCESS FEE**. Below is the fee table per hired CHANNEL for internal use of the **CONTRACTING** institution.

Specialized Channel	Monthly fee for internal use	
	Applied to national clients	Applied to international clients
Indices	R\$ 250,00	USD 50.00
Volatility Surface	R\$ 250,00	USD 50.00
Curves	R\$ 250,00	USD 50.00
Debentures	R\$ 375,00	USD 75.00
Energy	R\$ 100,00	USD 20.00
Corporate Events	R\$ 375,00	USD 75.00
CRI/CRA	R\$ 250,00	USD 50.00
Analytics BDR	R\$ 250,00	USD 50.00

It is worth mentioning that these fees apply for **DIRECT** and **INDIRECT USE**. For **INDIRECT ACCESS**, **DISTRIBUTORS** or **REDISTRIBUTORS** are responsible for instructing the client about how to access and pay for the product, if applicable, directing the client to enter into an agreement with B3 if the client wants to redistribute information.

Below is an example of a fee for internal use, if the **CONTRACTING** institution chooses to receive the data directly through **B3** and makes internal use of the data included in access fees, Debentures and Indices channels (specialized data), the amount that the **FINAL INSTITUTION** must pay to **B3** will be:

direct access fee + indices fee + debentures fee=

150 + 50 + 75= USD 275.00 (monthly)

## 7.3 PRICES FOR UP2DATA'S DATA DISTRIBUTION

The **CONTRACTING** company intending to distribute or disclose **UP2DATA'S DATA (DISTRIBUTORS and REDISTRIBUTORS)** will be charged according to the terms, conditions and fees listed below, subject to the execution of the **UP2DATA MASTER AGREEMENT** and fill out of the ANNEX III of this agreement.

Although the **ACCESS FEES** give the right to **ACCESS** and **DISTRIBUTE** the **CHANNELS**: regulatory, markets, economic indicators and legacy data (Legacy/OLD), at no additional cost, if the **CONTRACTING PARTY** wishes to **DISTRIBUTE** the **UP2DATA DATA** referring to the contracted **CHANNELS**, it must indicate its intention in ANNEX III to the **UP2DATA MASTER AGREEMENT**.

It's important to mention that, no matter how data is distributed, **B3** reserves the right to previously evaluate each request for contracting this service analyzing the usage and **DISTRIBUTION** that the **CONTRACTING PARTY** intend to do.

The fees listed below may apply to clients who have access to **UP2DATA** either directly through B3 (**DIRECT ACCESS**) or through a **DISTRIBUTOR** or



**REDISTRIBUTOR (INDIRECT ACCESS)** and intend to **DISTRIBUTE** or **DISTRIBUTION UP2DATA'S DATA**. The **DISTRIBUTION** processes may be carried out under the **DISPLAY**, **NON DISPLAY** or **divulgation** model, as detailed on sub-items below:

### 7.3.1 External distribution fee – display

The **DISPLAY** distribution happens when the distribution is mainly aimed to make data visualization available, that is, data is mostly provided through terminals, screens and applications with limited data export possibility (export from the screen with a clear limit of the volume of data to be downloaded).

It is important to underline that this type of access does not allow data to be delivered through API, systems or other types with unlimited download and aimed at the mass delivery of data that can be manipulated. For this type of distribution we have **NON-DISPLAY** packages in place.

The **CONTRACTING PARTY** of the **DISPLAY** package who chooses to have the download of data available in their terminal must limit it and get in touch with the **B3 DATA PRODUCTS** team through the email [dataproduts@b3.com.br](mailto:dataproduts@b3.com.br) so that the team can analyze and send B3 consent by email.

#### 7.3.1.1 Enterprise Display

If the **DISTRIBUTOR** or **REDISTRIBUTOR** chooses this package, they will be charged fixed monthly fees as shown in the table below, based on the channels to be distributed and regardless of the number of users.

Specialized Channel	Monthly distribution fee with no need to inform about users	
	Applied to national clients	Applied to international clients
Indices	R\$ 1.750,00	USD 350.00
Volatility Surface	R\$ 1.750,00	USD 350.00
Curves	R\$ 1.750,00	USD 350.00
Debentures	R\$ 2.625,00	USD 525.00
Energy	R\$ 1.000,00	USD 200.00
Corporate Events	R\$ 2.625,00	USD 525.00
CRI/CRA	R\$ 1.750,00	USD 350.00
Analytics BDR	R\$ 1.750,00	USD 350.00



Below is an example of a Display Enterprise DISTRIBUTION fee, if the **DISTRIBUTOR** distributes the information from the index channel (specialized data) and market channel (included in access fees) to its **END USERS** in the **DISPLAY ENTERPRISE** model, the amount that the **DISTRIBUTOR** must pay to B3 will be:

direct access fee + display fee for indexes =

$$300 + 350 = \text{USD } 650.00$$

#### 7.3.1.2 Display with access control

If the **DISTRIBUTOR** or **REDISTRIBUTOR** chooses this package, they will be charged a fixed monthly fee of **USD 8** per user, based on the number of single logins with access to the distributed data, regardless of the number of channels made available, and B3 must be informed on a monthly basis about the number of users based on the monthly report with layout available in the [item 9](#).

Below is an example of a Display DISTRIBUTION fee with access control, if the **DISTRIBUTOR** distributes information on the index channel (specialized data) and market channel (included in access fee) to 500 **END CUSTOMERS**, the amount to be paid to **B3** will be:

direct access fee + (flat fee\* number of customers) =

$$300 + (8 * 500) = \text{USD } 4,300$$

#### 7.3.2 External distribution fee – non display

The **DISTRIBUTION** is considered **NON DISPLAY** when **UP2DATA'S DATA** is made available in a format that can be manipulated and mass-delivered data through files, APIs, processes, programs, systems, servers, devices, algorithms, among others, which allow the automation of the client who receives it. The fees charged for this type of distribution are presented below.

## 7.3.2.1 Enterprise – Non display

If the **DISTRIBUTOR** or **REDISTRIBUTOR** chooses this package, they will be charged fixed monthly fees as shown in the table below, based on the channels to be distributed regardless of the number of users.

Monthly distribution fee with no need to inform about users		
Specialized Channel	Applied to national clients	Applied to international clients
Indices	R\$ 15.000,00	USD 3,000.00
Volatility Surface	R\$ 15.000,00	USD 3,000.00
Curves	R\$ 15.000,00	USD 3,000.00
Debentures	R\$ 22.500,00	USD 4,500.00
Energy	R\$ 1.000,00	USD 200.00
Corporate Events	R\$ 22.500,00	USD 4,500.00
CRI/CRA	R\$ 15.000,00	USD 3,000.00
Analytics BDR	R\$ 15.000,00	USD 3,000.00

Below is an example if the **DISTRIBUTOR** distributes information on the index channel (specialized data) and market channel (included in access fee) in the **NON DISPLAY** model to its **END USERS**, the amount that the **DISTRIBUTOR** must pay to **B3** will be:

direct access fee + non display fee for indexes channel =

$$300 + 3000 = \text{USD } 3300.00$$

If the contracting party is a **REDISTRIBUTOR**, accessing the data through a distributor, the fee would be indirect access, as in the calculation below:

indirect access fee + enterprise non display rate of indexes channel =

$$150 + 3,000 = \text{USD } 3,150.00$$

## 7.3.2.2 Non display through revenue share

If the **DISTRIBUTOR** or **REDISTRIBUTOR** chooses this type of distribution, B3 must be informed on a monthly basis about his Clients with access to the platform and the channels accessed by these users.

For this type of **DISTRIBUTION** the percentage of 75% (seventy five percent) of revenue share will be charged on the value of the **SPECIALIZED CHANNELS** hired by the Client of the **DISTRIBUTOR** or **REDISTRIBUTOR**, as in the following examples:

#### EXAMPLE 1 - DISTRIBUTOR with revenue share for internal use

If the **DISTRIBUTOR** distributes information from the index channel (specialized data) and its **END USERS** makes internal use of this channel, the amount that the **DISTRIBUTOR** must pay to **B3** will be:

Direct access fee + (internal use fee\* 0.75) =

$$300 + (50*0.75) = \text{USD } 337.50$$

#### EXAMPLE 2 - REDISTRIBUTOR with revenue share for internal use

If the contracting party is a **REDISTRIBUTOR**, accessing the data through a **DISTRIBUTOR**, the fee would be indirect access, as in the calculation below:

indirect access fee + (internal usage fee \* 0.75) =

$$150 + (50*0.75) = \text{USD } 187.50$$

#### 7.3.2.3 Non display with transfer of charging

If the **DISTRIBUTOR** or **REDISTRIBUTOR** chooses this model, B3 must receive the report every month about the logins with access to the platform and channels accessed. For this type of distribution, the **CLIENT** of the **DISTRIBUTOR** and **REDISTRIBUTOR** may pay directly to **B3**, based on the applicable table, by signing the **UP2DATA MASTER AGREEMENT** and completing the respective ANNEXES III and IV, as follows:

If the **DISTRIBUTOR** distributes information from the index channel and its **END USERS** makes internal use of this channel, the amount that the **END CUSTOMER** must pay to **B3** will be:

indirect access fee + internal usage fee =

$$150 + 50 = \text{USD } 200.00$$

### 7.3.3 Fee for publishing on open websites with no access control

For **CONTRACTING PARTIES** with access to UP2DATA directly through B3 (**DIRECT ACCESS**) or through a **DISTRIBUTOR** or **REDISTRIBUTOR** (**INDIRECT ACCESS**) who intend to distribute data on open websites, the terms of use, which bar this data distribution or monetization, must be made available on these websites. The fixed monthly fee for this type of distribution will be charged in accordance with the table below.

Monthly values for disclosure (included in the access fee)		
Type of access	Applied to national clients	Applied to international clients
B3	R\$ 1.500,00	USD 300.00
Authorized distributors	R\$ 750,00	USD 150.00

It should be noted that, in this type of distribution, the data made available on screen must be provided at least one day later than the data provided, cannot contain a history of more than 6 months of data in a screen environment and making the data available in a format that can be manipulated is barred, that is, it must be provided only on screen without the possibility of data downloading.

## 7.4 DISCOUNT GRANTING

*For the hiring of 5 or more specialized channels, B3 may grant a discount to be consulted with the [dataproductions@b3.com.br](mailto:dataproductions@b3.com.br)*

## 8 ADJUSTMENT OF PRICE LISTS

All price lists mentioned in this policy will be adjusted once a year based on a predefined inflation rate (IPCA), calculated based on the accumulated variation of the period from July before last to June of the year prior to the adjustment. The adjustment will be applied to the first business day of the year and will be billed in February.

We underline that B3 has no obligation to inform the market in advance about the annual price adjustment, and that **DISTRIBUTORS**, **REDISTRIBUTORS** and

**MEDIA COMPANIES** must take upon themselves to set up controls and policies to conform with this mechanism.

## 9 MONTHLY DISTRIBUTION REPORT

**DISTRIBUTORS, REDISTRIBUTORS** and **MEDIA COMPANIES** must monthly report the number of **CLIENTS** to whom they have transmitted the **UP2DATA'S DATA** to **B3**, as provided for in items [7.3.1.2](#), [7.3.2.2](#) and [7.3.2.3](#) of this Policy.

### 9.1 CLIENT COUNTING UNIT

The counting unit adopted by B3 aimed at measuring, pricing and sending the **MONTHLY REPORT** is the **END USER'S** or **REDISTRIBUIDOR'S** ID and its respective access point. Accesses carried out in one month by the same login will be counted as one access in that month.

### 9.2 MONTHLY REPORT FORMAT AND SUBMISSION

The **MONTHLY REPORT** must be submitted to **B3** in CSV (Comma Separated Values) text format or .txt or .zip extensions.

If the **MONTHLY REPORT** is originally generated in Excel format, the file must be saved as .txt before submission so that the field for the Individual (CPF)/Corporate (CNPJ) taxpayer's registry number is not considered invalid.

Additionally, the following rules must be applied when submitting the **MONTHLY REPORT**:

- **DISTRIBUTORS, REDISTRIBUTORS** and **MEDIA COMPANIES** with access to CSNET must submit the **MONTHLY REPORT** through this tool;
- **DISTRIBUTORS, REDISTRIBUTORS** and **MEDIA COMPANIES** **without** access to CSNET must send the **MONTHLY REPORT** to email [servicecontracting@b3.com.br](mailto:servicecontracting@b3.com.br), at B3's Department of Service Contracting.

## 9.2.1 MONTHLY REPORT

It is the responsibility of the **DISTRIBUTOR**, **REDISTRIBUTOR** and **MEDIA COMPANIES** to send files strictly in the format specified in this item.

The **MONTHLY REPORT** must have a header in the first line including the fields filled out as shown in the table below.

Header – Information on the DATA DISTRIBUTOR			
B3 Code of the <b>DATA DISTRIBUTOR</b>	Type: (1) <b>Distributor</b> (2) <b>Redistributor</b> (3) <b>Media company</b>	Period: MM/YYYY	Number of records of the file, excluding the header line

Following the header, the **MONTHLY REPORT** must include information on **END USERS** and **REDISTRIBUTORS** taking into account the items shown in the table below:

Field's name	Description	Type
<b>CLIENT's name</b>	<b>END USER's</b> or <b>REDISTRIBUTOR's name</b> (individual/legal entity)	Text
<b>Individual (CPF) Corporate (CNPJ) taxpayer's registry number</b>	Individual's CPF/ID or legal entity's CNPJ/VAT CODE	Text
<b>Email</b>	<b>CLIENT's email</b>	Text
<b>Country</b>	Country– code for each country available on <a href="http://www.iso.org/iso-3166-country-codes.html">www.iso.org/iso-3166-country-codes.html</a>	Text
<b>Nationality</b>	Inform the data access place: (1) <b>Local</b> (2) <b>International</b>	Numeric
<b>Channel accessed</b>	Inform the data channel accessed by the client: (1) <b>MARKET CHANNELS</b> (2) <b>INDICES</b> (3) <b>VOLATILITY SURFACES</b> (4) <b>CURVES</b> (5) <b>CORPORATE EVENTS</b> (6) <b>DEBENTURES - MTM</b> (7) <b>Energy Market</b>	Numeric
<b>Number</b>	Number of <b>CLIENTS</b> who have accessed the data	Numeric
<b>Retroactive adjustments</b>	In the event of retroactive adjustment, inform the period in which the adjustment must be made (MM/YYYY)	Numeric

Field's name	Description	Type
Indication of transfer	(1)Transfer of payment responsibility	Numeric
DISTRIBUTOR'S or REDISTRIBUTOR'S code	Code of the <b>DISTRIBUTOR</b> or <b>REDISTRIBUTOR</b> who transferred the responsibility for the <b>MONTHLY REPORT</b> or assumed this responsibility	Numeric

It is worth mentioning that if an institution (**DISTRIBUTOR'S** or **REDISTRIBUTOR'S CLIENT**) has more than one login, all of them must be informed in the "Number" line.

### 9.3 RETROACTIVE ADJUSTMENTS

The "Retroactive Adjustments" field has been added to enable **DISTRIBUTORS**, **REDISTRIBUTORS** and **MEDIA COMPANIES** to adjust the number of **CLIENTS** mistakenly informed in previous monthly reports in a period of up to 90 (ninety) days after the submission of said **MONTHLY REPORT**.

To accurately inform the retroactive adjustment in the **MONTHLY REPORT** and duly have it billed, the **DISTRIBUTOR**, **REDISTRIBUTOR** and **MEDIA COMPANIES** must carry out the procedures below:

- Fill out the **MONTHLY REPORT** with the **CLIENTS'** data.
- In the event it needs to adjust the **MONTHLY REPORT** due to a lack of information on **CLIENTS** or failure to report it, please fill out the month and year in which the access of a certain **CLIENT** was not informed in the "Retroactive Adjustments" field. Accordingly, the number of **CLIENTS** informed in the column "Number" must be positive so that a retroactive collection is carried out.
- In the event it needs to adjust data on a mistakenly reported **CLIENT**, please fill out the month and year in which the additional **CLIENT** was mistakenly reported in the "Retroactive Adjustments" field. Therefore, the number of additional **CLIENTS** informed must be negative, so that the discount related to this **CLIENT** is given.

From the moment B3 informs **DISTRIBUTORS**, **REDISTRIBUTORS** and **MEDIA COMPANIES** that an audit will be carried out, in accordance with [item 10](#) of this **COMMERCIAL POLICY**, no retroactive adjustments will be able to be made, specifically related to the audited periods.

## 10 AUDIT

B3 reserves the right to directly audit all **DISTRIBUTORS, REDISTRIBUTORS** and **MEDIA COMPANIES**, in accordance with the **UP2DATA'S SERVICE AND DISTRIBUTION AGREEMENT**. All the rules and guidelines provided for in this **UP2DATA'S DISTRIBUTION AGREEMENT**, and in this **COMMERCIAL POLICY**, are auditable.

In a possible audit carried out by B3, B3 will request the application logs, which must include the data requested in the **MONTHLY REPORT**, as well as the means used to access the **UP2DATA'S DATA**.

In the event of any irregularities, B3 may reclassify, at its exclusive discretion, the types of clients informed by the **DISTRIBUTOR, REDISTRIBUTOR** and **MEDIA COMPANY**, as well as the information previously declared as **REGULATORY DATA** to **SPECIALIZED DATA**, at its sole discretion, by means of a written notice, and apply penalties provided for in the **UP2DATA'S SERVICE AND DISTRIBUTION POLICY**, without prejudice to the collection of any amounts due but not reported.

Any other irregularity found will be stated in a specific report, in which the **DISTRIBUTOR, REDISTRIBUTOR** or **MEDIA COMPANY** will submit an action plan to regularize their situation with B3. Any collections, if due, will be carried out in the end of the process.

Further information on B3 possibly auditing the **DISTRIBUTORS, REDISTRIBUTORS** and **MEDIA COMPANIES** is found in the **UP2DATA MASTER AGREEMENT**.

### 10.1 SPECIAL CASES AND FAQ

Considering the particularities and different scenarios of the data DISTRIBUTION market, some illustrative cases are listed below to help answer any questions that may arise in specific situations of the **MONTHLY REPORT** for customers of the rates expressed in items [7.3.1.2](#), [7.3.2.2](#) and [7.3.2.3](#).



- In the event one **CLIENT** has different logins to access one and the same platform, the total number of logins must be informed in the **MONTHLY REPORT**.
- In the event one **CLIENT** accesses more than one **UP2DATA'S DATA** channel, this **CLIENT** must be reported once for each information channel, in accordance with [item 2.3](#) of this policy.
- In the event the responsibility for the submission of the **MONTHLY REPORT** is transferred from a **DISTRIBUTOR** to a **REDISTRIBUTOR**, both must enter into the **UP2DATA SERVICE AND DISTRIBUTION AGREEMENT** and inform this event to B3.
- In the case above, the **DISTRIBUTOR**, who has transferred the responsibility for the **MONTHLY REPORT**, must inform in this report the number of **CLIENTS** to be reported and detailed by the **REDISTRIBUTOR**. These **CLIENTS** will not be charged by the **DISTRIBUTOR**; however, the latter must ensure that **CLIENTS** are being reported by the institution that has assumed the responsibility for submitting the report.

## 11 FREE TRIAL

B3 may grant, at its sole discretion, a free trial period of 15 (fifteen) days for the first service purchase. The granting of different free trial periods will depend on the approval from proper B3's internal committees. If any registered institution is not willing to keep on using the service, it may request its cancellation, since, after the free-trial period is over, the service will become automatically effective and will be charged.