



Subject **Cybersecurity and Information Security Policy**
Date March 27, 2024 *Pages.* 15

From Rubens Brandão
Area Operations *Telephone* 55 11 4369-3521

To Administrators, managers, employees, and other collaborators of Southtree Capital

General Terms

This Cybersecurity and Information Security Policy ("Policy") aims to establish the principles, concepts, values, and practices that must be adopted by the administrators, employees, and other collaborators of Southtree Capital (hereinafter collectively referred to as "Collaborators" and "Southtree") in their internal operations and with the market. It is also the objective of this Policy to ensure that Southtree operates in accordance with the "Anbima" code, with CVM Instructions, and with the Cayman Islands Data Protection Law.

Southtree incorporates into its corporate values the belief that the conduct of its activities and the expansion of its business should be based on ethical principles shared by all its Collaborators. In the constant pursuit of its development and customer satisfaction, Southtree seeks transparency and compliance with the legislation applicable to the activities of administration and management of third-party resources.

The publication of this Policy represents the commitment of all those who work at Southtree to values and practices based on integrity, trust, and loyalty. Therefore, the continuous pursuit of Southtree's development and the defense of clients' interests will always be guided by the guidelines outlined here.

The Policy consists of basic rules regarding business practices, as well as professional and personal conduct. These rules require honesty and impartiality in the execution of activities by Collaborators, including compliance with applicable regulations. As established below, these rules have implications both personally and corporately.

Every Southtree Collaborator must read this Policy carefully. After reading it, they must (i) confirm that they have read and agree to its rules and procedures by signing the Annexes; and (ii) adhere to it in the performance of their activities.

This Policy cancels and replaces any prior communications, policies, rules, practices, standards, and/or guidelines to the contrary, whether written or verbal.

In this regard, this Policy establishes the following corporate guidelines:

- ✓ Act with integrity, competence, diligence, respect, and ethically towards the public, clients, prospective clients, other collaborators, fellow professionals, investors, and other participants in the financial and capital markets.

- ✓ Prioritize the integrity of the profession and the interests of clients over personal interests;
- ✓ Provide sufficient assistance and exercise independent professional judgment when conducting investment analysis, recommending investments, placing investment orders, and engaging in other related professional activities;
- ✓ Practice and encourage third parties to act in a professional and ethical manner; and
- ✓ Promote integrity and uphold the rules governing financial and capital markets.

Information and Data Protection Policy

Southtree must maintain absolute confidentiality regarding client information. Therefore, it is strictly prohibited to discuss outside of Southtree's premises the names of clients or any matters related to them. Client information can only be used for professional purposes and may not be provided or shared with third parties who are not involved in the administration, management, custody, brokerage, or other activities inherent to the management of third-party resources.

If a collaborator becomes aware that any information has, in any way, come to the knowledge of any unauthorized persons, or if the collaborator has any suspicion that this has occurred or may occur, they must immediately and in writing inform Southtree about it.

Any materials generated by Southtree, as well as all data and information in general that supported them, must also comply with the policy of absolute confidentiality. Therefore, it is strictly prohibited to pass on information or opinions obtained at Southtree or in contact with members of its team. Similarly, it is strictly prohibited to send, using any means, materials generated by Southtree as well as all data and information in general that supported them.

Therefore, all Southtree collaborators must sign the "Confidentiality Agreement" (Annex 1 of this Policy) attesting to their full agreement with the policy described above.

Information Confidentiality

In order to preserve the privacy of clients' personal and/or financial information, the confidential nature of data, information, communications, balances, positions, and any other type of client-related information that is not publicly known shall prevail as a rule and in any situation of doubt.

Southtree's collaborators must maintain the confidentiality of any information related to clients, obtained in the course of their professional or personal activities, even after their relationship with Southtree has ended. Failure to observe confidentiality will be subject to investigation of responsibilities by the competent authorities.

The disclosure of such information to governmental authorities or pursuant to judicial, arbitral, or administrative decisions must be communicated promptly and in advance by the Collaborators to their superiors, so that they can decide on the most appropriate manner for such disclosure.



In view of the high specialization of the activities carried out by Southtree, as well as the principles governing the securities market, the disclosure of portfolios and investment strategies of any product analyzed or managed by Southtree to any person or institution outside of Southtree is strictly prohibited, whether it be to the Press, personal acquaintances, immediate family members, or marital status. Non-compliance with this provision will be subject to investigation of responsibilities by the competent authorities.

Transmission of Information

All information sent electronically to clients, whether they are existing or prospective, can only be sent in PDF format.

Insider Information

Insider information is considered any relevant information about any company that has not been publicly disclosed or obtained through privileged means, as a result of a professional or personal relationship maintained with a client, employees of analyzed or invested companies, or third parties, or as an employee's status.

Examples, for illustrative purposes only, of insider information: verbal or documented information regarding companies' operational results, corporate changes (mergers, splits, and acquisitions), information about the purchase and sale of companies, securities, or other assets, and any other fact that is the subject of a confidentiality agreement signed by a company with Southtree or with third parties.

Insider information must be kept confidential by all who have access to it, whether due to professional activity or personal relationship.

Anyone who has access to insider information must immediately disclose it to their superiors and the Compliance department, and must not disclose it to anyone, not even to other Southtree members, market professionals, friends, or relatives, nor use it for their own benefit or that of third parties.

If there is any doubt about the privileged nature of the information, those who have access to it must immediately report it to their superiors and the Compliance department. Anyone who has access to insider information must minimize the circulation of documents and files containing this information as much as possible.

Ownership of Information

Authorized use of the Information shall not be construed as a transfer of ownership, assignment, or license of intellectual or non-intellectual property rights, or any other rights related to such Information for the benefit of the collaborator. All information is solely and exclusively owned by Southtree.

Equipment and Software



All resources (e.g., equipment, software, and communication systems) used by Southtree are considered exclusively owned by Southtree. Such resources are provided for use by Southtree employees to manage the company's business and should not be used for personal, private, or non-business-related communication.

It is the intention of Southtree to use only properly registered software, in accordance with licensing agreements with suppliers. No employee is authorized to install/use unlicensed software.

All software necessary for conducting business will be provided by Southtree to its employees. Therefore, Southtree employees (excluding those authorized by the Technology department) are not permitted to copy software from any source over the local network or computers participating in the network. Such action constitutes illegality, exposing the computer and the network to the risk of virus contamination. Additionally, it cannot be assumed that all software is compatible with the network environment supported by Southtree. Unauthorized installation may affect the operation of existing systems, the computer used by employees, the mail system, and the local network environment.

Telephony

The telephone system provided to employees is intended to support the needs of the business.

Internal procedures for call control will generate reports with expenses identified by extension, which can be used to control reimbursements for personal calls.

Server and Internet Access Policy

The daily routine of using workstations (computers) that provide access to Southtree's server is directly linked to information and data protection practices.

Each Southtree collaborator will have a "username" and "password" that provide access to the network and servers. The creation of a personal password (which should not be disclosed to others) will be requested the first time the network is accessed. For security reasons, the password must be changed periodically, as requested by the system. After 5 unsuccessful login attempts, the user's login will be blocked. In this case, only the Technology Department can perform the unlocking. If collaborators are away from their desks, they must lock their respective workstations according to the procedure defined by the Technology Department.

Internet access, given the risk of "infection" of the entire Southtree network and the dispersal power of its collaborators, must adhere to the following rules: (i) only visit sites directly related to Southtree's activities; (ii) emails from unknown or suspicious sources should not be opened, and the Technology Department must be immediately notified.

Employees are prohibited from accessing websites that: may violate existing copyrights or patents; contain pornographic content, child exploitation, or pedophilia-related crimes; advocate illegal activities; and incite sexual or religious prejudice.



Remote Access

The corporate email can be accessed by the Employee when they are outside the company, provided that such access is authenticated via digital certificate.

Data Criticality Classification

In general, each user will have access to documents related to their area or saved in their folder, in the case of documents saved on the network. User access to documents is granted upon request from the department director or the IT area manager, which depends on approval from the Compliance Officer.

Additionally, the Compliance Officer will have access to all documents and information in the group (physical copies and those saved on the network).

Southtree's information will be classified in 3 (three) possible ways: (i) Ordinary; (ii) Confidential; and (iii) Highly Confidential. (i) Ordinary information is those that all professionals in the respective area can access without restrictions; (ii) Confidential information will be considered those with restricted access only to professionals predetermined by the Director of Operations or Compliance Officer; and (iii) Highly Confidential information will be those that only a few professionals will have access to, which may often represent information that the Registration area will not have access to and will be archived in Southtree's safe.

Definition of User and IT Department Responsibilities, Restrictions on Password Usage, and Tools Used for Access Management

All professionals at Southtree sign, upon joining the company or when the respective policy is significantly altered, a statement of responsibility, which encompasses information accessed through corporate email and other documents (physical or accessed via the network).

As mentioned above, the Compliance Officer has total access to Southtree's files, documents, and information. Additionally, the IT Manager has access to all information available through systems/networks, etc.

It is worth noting that all corporate use documents must be saved on the network.

Regarding the passwords of each user for network access, each user's password must have at least 8 (eight) characters ("password complexity activated"), which will be valid for 180 (one hundred and eighty) days.

Questions

Any aspects not covered by this policy can be addressed in writing to the Compliance Department.

APPENDIX I

PROFESSIONAL AND CONFIDENTIALITY RESPONSIBILITY AGREEMENT

SOUTHTREE CAPITAL LTDA., headquartered in the capital of the State of São Paulo, at Avenida Brigadeiro Faria Lima 2,601, 6th floor, CNPJ No. 57.922.200/0001-40, herein represented in accordance with its Articles of Association, hereinafter referred to as SOUTHTREE; and

INTERN: [Name] CPF nº [CPF number]

Considering that:

- a) the parties declare, for all purposes, that they understand that the term Confidential Information shall encompass all kinds of information, whether written or presented in any other tangible or intangible form, including but not limited to: know-how, techniques, copies, diagrams, models, samples, computer programs, disks, diskettes, technical information, financial information, or information related to commercial strategies, operations, structures, and other transactions, action plans, customers, and commercial counterparts, as well as strategic or market information relating to SOUTHTREE and its clients, hereinafter collectively referred to as "CONFIDENTIAL INFORMATION".
- b) the above-identified parties enter into a Professional Responsibility and Confidentiality Agreement, hereinafter referred to simply as the CONTRACT;
- c) as of this date, [Name], hereinafter referred to as INTERN, has gained access to Confidential Information related to the various areas of operation of SOUTHTREE.

The parties hereby agree to enter into this instrument, which shall be governed by the following clauses and conditions:

1- The INTERN shall dedicate their service exclusively to SOUTHTREE, subject to the provisions established in the CONTRACT and in accordance with the function assigned to them, or in another compatible role with their technical abilities, at the discretion of SOUTHTREE.

2- The INTERN undertakes, during the validity of the CONTRACT and even after its termination, to maintain absolute professional secrecy regarding the Confidential Information which, by virtue of their position within the functional framework of SOUTHTREE, they may have become aware of.

2.1- The aforementioned breach of confidentiality shall constitute a civil offense, giving rise to grounds for termination of the CONTRACT, without prejudice to the claim for compensation for damages caused, including lost profits.

3- The INTERN acknowledges and declares to be aware that:

a) all documents related directly or indirectly to the Confidential Information, including contracts, letters, facsimiles, client presentations, emails, and all types of electronic correspondence, files, computerized systems, spreadsheets, action plans, evaluation and analysis models, and memoranda prepared or obtained through their internship at SOUTHTREE, during the term of the CONTRACT, are and shall remain the exclusive property of SOUTHTREE. Therefore, the INTERN undertakes to use such documents, now and in the future, exclusively for the purposes outlined in the CONTRACT, with all documents remaining in the possession of SOUTHTREE during the term of the CONTRACT and even thereafter.

b) All Confidential Information accessed by the INTERN by virtue of the position they will hold, related to SOUTHTREE, as well as strategic or market information and any other nature of information obtained from partners, directors, employees of SOUTHTREE, its representatives, consultants, advisers, clients, and contacts in general, shall also be considered Confidential Information. Therefore, the INTERN undertakes to use such Confidential Information or contacts only for the purposes expressed in the CONTRACT, further committing not to disclose such Confidential Information during the term of the CONTRACT or thereafter.

c) that under the terms of Law 9.609/98, the database, computerized systems developed entirely, computerized models of analysis and evaluation of any nature, as well as electronic files are the exclusive property of SOUTHTREE, and their total or partial reproduction by any means or process is strictly prohibited; their translation, adaptation, reordering, or any other modification; the distribution of the original or copies of the database or its communication to the public; the reproduction, distribution, or communication to the public of partial information, of the results of operations related to the database, or even the dissemination of rumors, subject, in case of infringement, to the penalties provided for in the said law.

d) that the use of emails and all applications related to Internet use must be exclusively for matters relevant to the development of the INTERN's activities with SOUTHTREE, with SOUTHTREE being solely responsible for the correspondence received or sent from its premises. The INTERN may be held liable for losses and damages in the event of network intrusion by third parties unrelated to SOUTHTREE, or for machine or network contamination by viruses introduced by the INTERN or as a result of their negligent actions. The INTERN is prohibited from accessing sites with sexual content, chat rooms (chats), or accessing personal email addresses.

e) that the use of tools ("Tools") such as computers, telephones, fax machines, email accounts, instant messaging programs, computer software, and other similar equipment, resources, and/or tools owned, leased, licensed, or provided to SOUTHTREE by third parties and made available to the INTERN to provide



greater agility, efficiency in work, and assist professionals in performing their daily tasks, must be used diligently and for professional purposes only.

f) SOUTHTREE reserves the right to access, at any time and without prior notice, all Tools, as well as any emails, documents, files, and data stored in the Tools, for operational support, audit, protection of its information assets, reputation, and image, and compliance with applicable legislation. This procedure will be carried out solely by the Compliance department.

g) All documents, files, reports, listings, and other data and/or information, not in the public domain, produced, stored, and/or transmitted through or by means of the Tools, are the property of SOUTHTREE and must be kept strictly confidential, and may not be disclosed to third parties. The duty of confidentiality and non-disclosure referred to herein does not apply to the exchange of information among SOUTHTREE Professionals or with third parties, when and to the extent that such exchange of information is strictly necessary for the performance of the activities inherent to the Professionals' roles.

h) All messages and other data that constitute documents for internal use of SOUTHTREE should not be kept in the individual mailboxes of the Professionals, but transferred to areas of the network with controlled and shared access by the respective areas.

i) In order for the company to have legal support in operational situations of doubt, SOUTHTREE is authorized to record telephone calls.

3.1- Non-compliance with the commitments established above shall be considered a civil offense, giving rise to grounds for termination of the CONTRACT, without prejudice to Southtree's right to claim compensation for any damages suffered, losses, and/or lost profits, through appropriate legal measures.

4- Any financial or technological product, contract drafts, reports, and spreadsheets, particularly computerized systems for evaluation and analysis of any nature, developed by the INTERN, alone or not, using Southtree's material resources, facilities, or information, shall be considered the property of SOUTHTREE.

5- The INTERN further declares that, subject to the usual procedures adopted or permitted by SOUTHTREE, they shall not maintain any business ties with other individuals or companies whose activities conflict with the interests of SOUTHTREE.

6- The disclosure restrictions set forth in this document shall not apply to any confidential information that: (i) at the time or after its provision or acquisition, is or becomes public knowledge through publication or any other means of disclosure, without such disclosure being in violation of this Confidentiality Agreement; or (ii) at the time of disclosure, is known to the recipient without violation of the law and/or this Confidentiality Agreement; or (iii) subsequently to the time of disclosure



SOUTHTREE
CAPITAL

becomes part of the public domain for any reason other than an act or omission of the INTERN in violation of this Confidentiality Agreement; or (iv) by law, judicial or administrative decision, must be disclosed to any person; or (v) has its disclosure approved by SOUTHTREE.

The present instrument forms, for all legal purposes, part of the CONTRACT.

Therefore, in agreement with the conditions mentioned above, they sign this document in 02 counterparts of equal content and form, for one sole effect, in the presence of the undersigned witnesses.

São Paulo, ____ of _____ of 20__.

[Name]

SOUTHTREE CAPITAL LTDA

Witnesses

1.

ID

2.

ID



SOUTHTREE
CAPITAL

PROFESSIONAL RESPONSIBILITY and CONFIDENTIALITY AGREEMENT

SOUTHTREE CAPITAL LTDA., headquartered in the capital of the State of São Paulo, at Avenida Brigadeiro Faria Lima 2,601, 6th floor, CNPJ N° 57.922.200/0001-40, herein represented in accordance with its Articles of Association, hereinafter referred to as SOUTHTREE; and

XXX [Name and full qualification], hereinafter referred to as COLLABORATOR;

Together, imply referred to as PARTIES.

Considering that :

- a) the PARTIES declare, for all purposes, that they understand that the term Confidential Information shall encompass all types of information, whether written or presented in any other tangible or intangible form, including but not limited to : know-how, techniques, copies, diagrams, models, samples, computer programs, disks, diskettes, technical information, financial information, or information related to commercial strategies, operations, structures, and other operations, action plans, clients and business partners, as well as strategic or market information related to SOUTHTREE and its clients, hereinafter collectively referred to as « CONFIDENTIAL INFORMATION. »
- b) As of this date, the COLLABORATOR has gained access to Confidential Information related to the different areas of operation of SOUTHTREE.

The PARTIES hereby agree to enter into this instrument, which shall be governed by the following clauses and conditions :

- a- The COLLABORATOR undertakes to maintain absolute confidentiality regarding the Confidential Information of SOUTHTREE with which they have come into contact.
- b- Any breach of the aforementioned confidentiality shall constitute a civil offense, without prejudice to the claim for compensation for the damages caused, including lost profits.

2- The COLLABORATOR acknowledges and declares to be aware that :

- a) All documents related directly or indirectly to the Confidential Information, including contracts, letters, facsimiles, client presentations, emails, and all types of electronic correspondence, files, computerized systems, spreadsheets, action plans, evaluation and analysis models, and memoranda prepared or obtained through their position at SOUTHTREE, during the period they remain with the company, are and



shall remain the exclusive property of SOUTHTREE. Therefore, the COLLABORATOR undertakes to use such documents, now and in the future, exclusively for the purposes envisaged by SOUTHTREE, and all documents must remain in the possession of SOUTHTREE during their tenure and even after it.

b) All Confidential Information accessed by virtue of the position held, related to SOUTHTREE, as well as strategic or market information and other information of any nature obtained from partners, directors, employees of SOUTHTREE, or from their representatives, consultants, advisors, and clients in general, shall also be considered Confidential Information. Therefore, the COLLABORATOR undertakes to use such Confidential Information or contacts only for the purposes envisaged by SOUTHTREE, further committing not to disclose such Confidential Information during the term of the CONTRACT or thereafter.

c) Under the terms of Law 9.609/98, databases, internally developed computer systems, computerized models for analysis and evaluation of any nature, as well as electronic files, are the exclusive property of SOUTHTREE. It is strictly prohibited to reproduce them in whole or in part, by any means or process; their translation, adaptation, reordering, or any other modification; the distribution of the original or copies of the database or its communication to the public; the reproduction, distribution, or communication to the public of partial information, results of operations related to the database, or the dissemination of rumors. In case of infringement, the violator is subject to the penalties stipulated in the aforementioned law.

d) The use of emails and all Internet-related applications shall be exclusive to matters relevant to the development of their activities at SOUTHTREE. The COLLABORATOR is solely responsible for the correspondence received or sent from Southtree's premises and may be liable for damages in the event of network intrusion by third parties unrelated to SOUTHTREE, or for the contamination of machines or the network by viruses introduced by them. Access to sites with sexual content, chat rooms (chats), or private electronic addresses is prohibited.

e) The use of tools ("Tools") such as computers, telephones, fax machines, email accounts, instant messaging programs, computer software, and other equipment, resources, and/or similar tools owned, leased, licensed, or provided by third parties to SOUTHTREE and made available to the COLLABORATOR to provide greater agility, efficiency in work, and assist professionals in their daily tasks, must be used diligently and for exclusively professional purposes.

f) SOUTHTREE reserves the right to access, at any time, and without any notice or notification, all Tools, as well as any documents, files, data stored in the Tools, for the purposes of operational support, auditing, protection of its information assets, reputation, and image, and compliance with applicable legislation. This procedure will be applied solely and exclusively by the Compliance areas.



SOUTHTREE CAPITAL

g) All documents, files, reports, listings, and other data and/or information, which are not in the public domain, produced, stored, and/or transmitted through the Tools, are the property of SOUTHTREE and must be kept strictly confidential, and may not be

disclosed to third parties. The duty of confidentiality and non-disclosure referred to herein does not apply to the exchange of information among SOUTHTREE professionals or with third parties when and to the extent that such exchange of information is strictly necessary for the performance of the professionals' duties.

h) All messages and other data that constitute internal use documents of SOUTHTREE should not be kept in the individual mailbox of the Professionals but transferred to areas of the network with controlled access shared by the respective areas.

2.1- The breach of the commitments established above will be considered a civil offense, without prejudice to Southtree's right to claim compensation for any damages suffered, losses, and/or lost profits, through the appropriate legal measures.

3- Any financial or technological products, contract drafts, reports, and spreadsheets, particularly computerized systems for evaluation and analysis of any kind, developed by the COLLABORATOR, alone or in collaboration, using material resources, facilities, or information from SOUTHTREE, will be considered as Southtree's property.

4- The COLLABORATOR further declares that, subject to the procedures usually adopted or allowed by SOUTHTREE, they will not maintain any commercial ties with other individuals or companies whose objectives conflict with those of SOUTHTREE during the exercise of their activities with SOUTHTREE.

5- The disclosure restrictions outlined in this document shall not apply to any confidential information that: (i) at the time of or after its provision or acquisition, becomes or is made public through publication or any other form of disclosure, without such disclosure being in violation of this Confidentiality Agreement; or (ii) at the time of disclosure, is known to the recipient without violation of the law and/or this Confidentiality Agreement; or (iii) subsequently to the time of disclosure, becomes part of the public domain for any reason other than an act or omission of the COLLABORATOR in violation of this Confidentiality Agreement; or (iv) must be disclosed to any person by virtue of law, judicial or administrative decision; or (v) has its disclosure approved by SOUTHTREE.



SOUTHTREE
CAPITAL

Therefore, in agreement with the conditions mentioned above, the PARTIES sign this document in 2 (two) copies of the same tenor and form, to produce the same legal effects, in the presence of the undersigned witnesses.

São Paulo, ... of ... of 20__.

XXX

SOUTHTREE CAPITAL LTDA.

Witnesses

1. _____ 2. _____

ID

ID

APPENDIX II

UNDERTAKING AGREEMENT

I, _____, bearer of Identity Card ID No _____ and enrolled in the CPF/MF under the number _____, hereby declare for the proper purposes that:

1. I have full knowledge of the existence of Southtree's Information Security Policy ("Policy"), which I have received, read, and keep in my possession.
2. I have absolute knowledge of the content of the Policy. Furthermore, I declare that I am aware that the Policy, as a whole, becomes part of my duties as an EMPLOYEE, incorporating itself into the rules provided in the Individual Employment Contract (in the case of employees) and other conduct rules adopted by Southtree.
3. In addition to knowing the content of the documents mentioned in the previous items, I commit to fully observe their terms.
4. I know that, from this date, failure to comply with the Policy may result in the characterization of a serious offense, which may be subject to appropriate penalties, including dismissal for just cause or exclusion from the company's shareholder body for just cause.
5. The rules established in the Policy do not invalidate any provision of the Individual Employment Contract (for employees), nor any other rule established by Southtree, but serve as a complement and clarify how to deal with certain situations related to my professional activity.

São Paulo, ____ of ____ of ____.

(collaborator)

APPENDIX III

AUTHORIZATION FOR ACCESS TO ELECTRONIC MESSAGES

I, _____ **(EMPLOYEE'S NAME)**, holder of Identity Card ID No. _____ and registered with the CPF/MF under No. _____, I acknowledge that the email system provided to me is a tool for exclusive use in carrying out the activities for which I have been hired.

In this capacity, I AUTHORIZE Southtree, headquartered in the city of São Paulo, State of São Paulo, at Brigadeiro Faria Lima No. 2601, 6th floor, to monitor all electronic messages sent or received by me.

São Paulo, ____ of _____ of 20____.

(collaborator)