

January 02, 2025 002/2025-VPC

CIRCULAR LETTER

Listed B3 Participants

Re.: New Nonresident Traders Incentive Program – Cycle 2025

B3 hereby informs you that, as of **January 2, 2025**, it will renew the New Nonresident Traders Incentive Program (Cycle 2025 Program), valid until December 31, 2025.

The Cycle 2025 Program is aimed at traders associated to proprietary firms headquartered abroad and with no previous experience of the Brazilian market. It encourages traders to join the markets operated by B3 and offers them fee exemptions on transactions with listed instruments (derivatives and cash equities) via a points system.

Annex A hereto details the Rules of the New Nonresident Traders Incentive Program - Cycle 2025, encompassing eligibility rules, eligible products, timeframes, calculation of points and fee policy.

Further information can be obtained from the Investor Relations Department - International, by email at InternationalBusinessDevelopment@b3.com.br.

Viviane El Banate Basso Chief Operating Officer – Issuers, Depositary and OTC Mario Palhares Chief Operating Officer – Electronic Trading and CCP



Annex A to CIRCULAR LETTER 002/2025-VPC

Rules of the New Nonresident Traders Incentive Program - Cycle 2025

B3 S.A. – Brasil, Bolsa, Balcão (B3), a corporation headquartered at Praça Antonio Prado, 48, 7th floor, São Paulo, São Paulo State, Brazil, corporate taxpayer number CNPJ/MF 09.346.601/0001-25, will offer the New Nonresident Traders Incentive Program (Cycle 2025 Program) in accordance with the terms and conditions set forth in these Rules.

1. Eligibility

The participants eligible for the Cycle 2025 Program are proprietary trading firms, and investors registered by them, who trade in accordance with Brazilian legislation and regulations applicable to nonresident investors and who upon adhering to the Cycle 2025 Program and during its term comply with the respective requirements as set out below.

1.1 Eligible firms must:

- (i) Be nonresident institutions in compliance with the provisions of CMN Resolution 2.687/2000 or CMN Resolution 4.373/2014.
- (ii) Trade exclusively with their own resources.
- (iii) Have at least 50 traders trading in global markets (other exchanges than B3).
- (iv) Have a day-trade volume of more than 75% of their total trading volume during the participation in the Cycle 2025 Program.

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- (v) Not participate and not request participation, during the term of the Cycle 2025 Program, in other Incentive Programs for New Nonresident Investors.
- (vi) Not be registered in the High Frequency Traders program or as a market maker in the same accounts that will be used for the Cycle 2025 Program.
- (vii) Trade solely by unautomated or ISV synthetic order generation strategies with human parameterization throughout the day in the accounts registered in the Cycle 2025 Program.
- (viii) Not trade with high frequency and systematic trading models.
- (ix) Not use co-location as their DMA connectivity.

1.2 Traders' eligibility

To register in the Cycle 2025 Program, traders must meet the following conditions:

- (i) No previous experience in trading the eligible products traded in the markets operated by B3, described in item 2 below. A trader with previous experience is one who has performed any type of transaction involving eligible products in the markets operated by B3.
- (ii) No previous participation in this Program, even representing another firm, nor in Cycles 2018, 2019, 2020, 2021, 2022, 2023 and 2024 of the Nonresident Traders Incentive Program, as set forth in Circular Letters 006/2017-DN, 001/2019-VPC, 001/2020-VPC, 186/2020-VPC, 012/2021-VPC, 009/2023-PRE and 224/2023-PRE respectively.

1.3 Adhesion to the Cycle 2025 Program

Interested firms shall formally join the Cycle 2025 Program by sending the Instrument of Agreement for B3's assessment as per the template attached hereto



as Annex I and which will be shared by the international team (InternationalBusinessDevelopment@b3.com.br) via email.

The Instrument of Agreement must be submitted to B3 by a trading participant (PN) or full trading participant (PNP), which will be responsible for verifying the firm's powers of representation by filing a request with B3's Service Portal at Programa de Incentivo para Novos Operadores Não Residentes Ciclo 2025, at https://atendimento.b3.com.br/programadeincentivo?id=non_resident_investor.

B3 will analyze the request to join the Program, and once compliance with all requirements has been confirmed, it will inform the requesting PNP or PN of the firm's approval.

1.4 Trader registration

A firm may register up to eighty (80) traders while the Cycle 2025 Program is in place. Traders must comply with the requirements in item 1.2.

Once a firm is formally accepted as eligible, i.e., after the procedure described in item 1.3, it must request individual registration of each trader who will participate in the Cycle 2025 Program.

To this end, the Trader Instrument of Agreement (Annex II to this Circular Letter) must be submitted to B3 by a PNP or PN filing a request with B3's Service Portal, which can be accessed at https://atendimento.b3.com.br/programadeincentivo?id=non_resident_investor.

B3 will analyze the request to join the Program, and once compliance with all the requirements has been confirmed via the call at the <u>Portal Atende B3</u>, it will inform the requesting PNP or PN of the firm's approval.



Each trader must have a trading account (transitory) and a post-trade account (definitive) for individual and non-transferable use to control the benefits granted in the Cycle 2025 Program.

2. Eligible products

On applying for registration, the firm must designate which of the eligible products listed below will be traded by each trader, for program control purposes.

Interest Rates Group

- One-Day Interbank Deposit Futures Contract (DI1)
- DI x IPCA Spread Futures (DAP)
- DI x US Dollar Spread Forward Rate Agreement (FRC)

FX Group

- U.S. Dollar Futures Contract (DOL)
- Mini U.S. Dollar Futures Contract (WDO)
- Structured U.S. Dollar Rollover Transaction (DR1)
- Structured Mini U.S. Dollar Rollover Transaction (WD1)

Equities Group

- Ibovespa Futures Contract (IND)
- Mini Ibovespa Futures Contract (WIN)
- Structured Ibovespa Rollover Transaction (IR1)
- Structured Mini Ibovespa Rollover Transaction (WI1)



- Cash equities (stocks, BDRs, ETFs, units, investment fund shares, subscription warrants, subscription receipts, subscription rights)
- Options on Single Stocks,
- Index Options IBOV11 and BOVA11)

Commodities Group

- 4/5 Arabica Coffee Futures Contract (ICF)
- Cash-Settled Live Cattle Futures Contract (BGI)
- Cash Settled Hydrous Ethanol Futures Contract (ETH)
- Cash-Settled Corn Futures Contract (CCM)

3. Timeframe

Traders will receive the incentives until all the points are used up, or for up to 12 months from the Trader's registration into the Cycle 2025 Program, whichever occurs first.

4. Incentives

All registered traders will be entitled to exemptions on fees arising from transactions in eligible products, as described below.

The fee exemption amounts granted as incentives will be represented as 10,000 points per trader, individual and untransferable, which may be used exclusively in trading eligible products. Traders may be substituted during the course of the Cycle 2025 Program, whether or not they consume the points.

Each traded contract represents the equivalent of a volume of fixed points, regardless of the nature of the contract month or term, calculated considering



the average values of the exchange fees, fixed and variable registration fees, permanence fee and settlement fee, as set out in the table below.

Product	Points per contract
Interest Rate Group	
DI1	0.12
DAP	0.21
FRC	0.38
FX Group	
DOL	0.67
WDO	0.14
DR1	1.34
WD1	0.36
Equities Group	
IND	0.20
WIN	0.03
IR1	0.53
WI1	0.11
Commodities Group	
BGI	0.30
ССМ	0.10
ETH	0.73
ICF	0.65

Product	Points per BRL 1.00 of traded volume
Cash equities (stocks, BDRs, ETFs, units, investment fund shares, subscription warrants, subscription receipts, subscription rights)	0.000041
Equity options	0.00020
Options on indices (IBOV11 and BOVA11)	0.00012



After the trader has been approved it may request that the incentive be extended to other eligible products by resubmitting the Instrument of Agreement as described in item 1.4. In this case, B3 may at its sole discretion accept the changes. The Trader's link to the Cycle 2025 Program and the points already used will not change.

5. Calculation of points used and fee policy

B3 will track use of the available points daily. Upon completion of the 12- month timeframe for using the incentive, or upon full use of the points available, whichever comes first, B3 will resume charging all the exchange and other fees applicable to each transaction executed through a trader's account, according to the fee schedule in place.

Additionally, the firms that participated in Cycle 2018, Cycle 2019, Cycle 2020, Cycle 2021, Cycle 2022, Cycle 2023 and/or Cycle 2024 of the Program must maintain, on a quarterly basis, a maximum correlation of 50% between the total number of contracts (among eligible products) traded in accounts benefited by the incentive and points used in regular accounts during the course of the Cycle 2025 Program. This rule does not apply to firms that are joining the program for the first time.

In the event of noncompliance with the requirements of the Cycle 2025 Program, the exchange fees and other fees corresponding to the points used by all the firm's traders may be charged retroactively at B3's sole discretion, with each point corresponding to USD1.00 (one United States Dollar), converted at the exchange rate (PTAX sell) for the last business day prior to the billing date. Noncompliance



with the eligibility requirements will also result in exclusion of the firm and all its traders from the Cycle 2025 Program.

The firm must specify in the Instrument of Agreement in which account the retroactive value must be charged.

Example

At the end of the 10th month of participation in the program, a trader given 10,000 points has traded the following quantities of contracts:

Product	Contracts traded	Status
DI1	10,000	10,000 x 0.12 = 1,200 points
DOL	5,000	5,000 x 0.67 = 3,350 points

At the end of the 10th month of participation, the trader spent 4,370 points out of a total of 10,000 points, leaving 5,630 points for use in the next two months.

6. Traders registered in Cycle 2018, Cycle 2019, Cycle 2020, Cycle 2021, Cycle 2022, Cycle 2023 and Cycle 2024 of the Program

The firms that participated in Cycle 2018, Cycle 2019, Cycle 2020, Cycle 2021, Cycle 2022, Cycle 2023 and/or Cycle 2024 of the Program must submit the Instrument of Agreement related to the Cycle 2025 Program to include new traders.

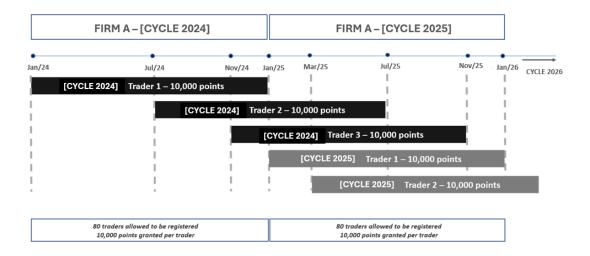
The traders registered in Cycle 2024 of the Program will continue to be subject to the rules described in Circular Letter 224/2023-PRE.



At any given time, traders of up to two cycles of 2024 and 2025 of the Program may coexist under the same firm. In this case, there may be a number of traders per firm greater than 80.

Example

Suppose that the same firm participates in both the Cycle 2024 Program and the Cycle 2025 Program. Its traders will be subject to the rules of the cycle in which they are registered.



In the scenario above, firm A will have traders registered under the rules of both the Cycle 2024 Program and Cycle 2025 Program simultaneously between January 2025 and November 2025.

7. FINAL PROVISIONS

Each firm must agree to provide B3 or a designated third party, via the PN or PNP responsible for the firm's enrolment in the Cycle 2025 Program, with any information or reports that contain data proving the firm's or the trader's



compliance with the requirements and rules of the Cycle 2025 Program, and must agree to provide access to its premises for audits of registrations, if necessary.

To exit the program before the end of the term, the firm must send the Instrument of Voluntary Deregistration from the Agreement, which will be shared by the international team (InternationalBusinessDevelopment@b3.com.br) via email.

Successful conclusion of the deregistration request process will immediately result in (i) the automatic cancellation of the registration of all of the firm's traders in connection with the Cycle 2025 Program, (ii) the cancellation of any sort of incentive, exemption and/or benefit granted by B3, (iii) the loss of the benefits under the Cycle 2025 Program and (iv) B3 charging the applicable exchange fees and other fees in accordance with the prevailing pricing policy.

The Instrument of Voluntary Deregistration from the Agreement, set out in Annex III hereto, must be submitted to B3 by a trading participant (PN) or full trading participant (PNP), which will be responsible for verifying the firm's powers of representation, by filing a request at: <u>Service Catalog - Programa De Incentivo</u>.

Considering the firm's authorized sharing of the traders' personal data, as per Annex II of these Rules, it has been established that such data will be collected for the strict purpose of allowing analysis of the eligibility of the trader's participation in activities linked to the New Nonresident Traders Program – Cycle 2025, subject to compliance with the applicable principles and legislation for the protection of personal data and privacy.

After the termination or expiration of the New Nonresident Traders Program – Cycle 2025, or in the event of Voluntary Deregistration, the registrations of traders participating in the Program will be systematically canceled, with B3 expressly



safeguarding the right to store the personal data of the traders, in a safe technological environment protected by B3, within the legal and institutional timeframes applicable to this storage, also based on the prevailing legislation for the protection of personal data and privacy, for the purposes of, individually or cumulatively: (I) carrying out audits, (II) regular exercise of rights, as well as (III) to comply with a legal and/or regulatory obligation to which B3 is subject.



Annex I to CIRCULAR LETTER 002/2025-VPC

Annex I to the Rules of the New Nonresident Traders Incentive Program – Cycle 2025

Instrument of Agreement for the New Nonresident Traders Incentive Program – Cycle 2025

By the present instrument, [CORPORATE NAME OF THE FIRM], headquartered at [ADDRESS], under Corporate Taxpayer number (CNPJ) 0000000000, herein represented by [NAME, ADDRESS AND TAXPAYER ID OF REQUESTING PNP OR PN], hereby states that it has read and understood the Rules of the New Nonresident Traders Incentive Program – Cycle 2025 and that it undertakes to respect and comply with all the procedures and rules therein, being aware that noncompliance with any of these procedures or rules shall result in deaccreditation from the New Nonresident Traders Incentive Program – Cycle 2025 and the consequent loss of the incentive and in retroactive charges as described in item 5 of these Rules.

Account to be used for retroactive charges (if any):

Applicant's email address:

	[place], [date]	
	[Name and signature of the firm]	
Name and	signature of the Trading Participant (PN)) or Full Trading

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Participant (PNP)]



Annex II to CIRCULAR LETTER 002/2025-VPC

Annex II to the Rules of the New Nonresident Traders Incentive Program – 2025 Cycle

Trader Instrument of Agreement for the New Nonresident Traders Incentive

Program – 2025 Cycle

A soft copy of the trader's passport or equivalent ID must accompany all the applications.

First name:
Surname:
Date of birth: (MM/DD/YYYY)
Place of birth:
Country of origin:
No. of passport or equivalent document:
Time of experience in listed markets trading:
Professional background as a trader in other markets (if applicable):
1. Period, Market, Products:
2. Period, Market, Products:
3. Period, Market, Products:



Company:
Location:
Definitive and Transitory Accounts to be used in the Cycle 2025 Program:
Select the products that will be part of the Cycle 2025 Program:
() One-Day Interbank Deposit Futures Contract (DI1)
() DI x IPCA Spread Futures (DAP)
() Structured Transaction of Forward Rate Agreement on DI $\rm x$ U.S. Dollar Spread (FRC)
() U.S. Dollar Futures Contract (DOL)
() Mini U.S. Dollar Futures Contract (WDO)
() Structured US Dollar Rollover Transaction (DR1)
() Structured Mini US Dollar Rollover Transaction (WD1)
() Ibovespa Futures Contract (IND)
() Mini Ibovespa Futures Contract (WIN)
() Structured Ibovespa Rollover Transaction (IR1)
() Structured Mini Ibovespa Rollover Transaction (WI1)
() 4/5 Arabica Coffee Futures Contract (ICF)
() Live Cattle Futures Contract (BGI)
() Hydrous Ethanol Futures Contract (ETH)



Attestation and authorization
() Options on Indices (IBOV11 and BOVA11)
() Options on Single Stocks
() Cash Equities (stocks, BDRs, ETFs, units, investment fund shares, subscription bonuses, subscription receipts, and subscription rights)
() Corn Futures Contract (CCM)

I hereby acknowledge and agree to abide by the requirements of the New Nonresident Traders Incentive Program – Cycle 2025. I also agree to comply with

[place], [date]

[Name and signature of the trader]

[Name and signature of the firm]

all the rules, regulations and policies of B3.

[Name and signature of the Trading Participant (PN) or Full Trading Participant (PNP)]



Annex III to CIRCULAR LETTER 002/2025-VPC

Annex III to the Rules of the New Nonresident Traders Incentive Program – Cycle 2025

Instrument of Voluntary Deregistration from the Agreement for the New Nonresident Traders Incentive Program – Cycle 2025

By the present instrument, [CORPORATE NAME OF THE FIRM] (Firm), headquartered at [ADDRESS], under Corporate Taxpayer number (XXX), herein represented by [NAME, ADDRESS(S) AND TAXPAYER ID OF REQUESTING PNP OR PNP], hereby states that it has joined the New Nonresident Traders Incentive Program – Cycle 2025 (Cycle 2025 Program) on [mm, dd 2025] and has complied with all the provisions of the Rules of the New Nonresident Traders Incentive Program – Cycle 2025, B3's regulations, as well all the procedures, requirements and rules contained therein and hereby requests by this instrument of Voluntary Deregistration from the Agreement for the New Nonresident Traders Incentive Program – Cycle 2025 (Instrument of Voluntary Deregistration from the Agreement), spontaneously and by its own free will and choice, disconnection from the Program.

The Firm hereby states that the abovementioned deregistration will immediately result, as the date of the conclusion of its request to B3 for deregistration, in (i) the automatic cancellation of the registration of all traders of the firm in connection with the Cycle 2025 Program, (ii) the cancellation of any sort of incentive, exemption and/or benefit granted by B3, (iii) the loss of the benefits





under the abovementioned Program and (iv) B3 charging the applicable exchange fees and other fees in accordance with the prevailing pricing policy.

The firm hereby states that it has already notified all of its traders registered in the Cycle 2025 Program about this Instrument of Voluntary Deregistration from the Agreement and of all the consequences expressed above, and shall be liable for any and all damages resulting from the absence and/or incompleteness of the information set forth in this Instrument of Voluntary Deregistration from the Agreement.

Applicant's email address:

[Name and signature of the firm]

[Name and signature of the Trading Participant (PN) or Full Trading Participant (PNP)]