



POLICY FOR THE SELECTION, ENGAGEMENT AND MONITORING OF THIRD PARTIES

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1 Definitions

1.1 For the purposes of this DOMO Policy for the Selection, Engagement and Monitoring of Third Parties, the following terms shall have the meanings set forth below:

- “Fiduciary Administrator”: institution engaged to provide fiduciary administration services to the Funds, pursuant to the legislation in force.
- “ANBIMA”: Brazilian Financial and Capital Markets Association.
- “Variable Income Assets”: shares, convertible securities (debentures), warrants, derivatives (traded on an exchange or over the counter, including *interest rate* swaps, futures and options), share certificates and warrants, among other securities available in the Brazilian and international financial and capital markets as so defined by Brazilian legislation and regulation or that of other jurisdictions, as applicable.
- “DOMO” or “Manager”: DOMO Venture Capital Gestora de Ativos Financeiros e Valores Mobiliários Ltda.
- “Managed Portfolio(s)”: managed portfolios managed by the Manager.
- “COAF”: Financial Activities Control Council.
- “Code”: DOMO’s Code of Ethics and Conduct.
- “Employee” or “Employees”: all those who hold an employment relationship, position, function, corporate, commercial or contractual relationship of a permanent nature with DOMO.
- “Private Credit”: financial assets representing non-sovereign debts or obligations.
- “CVM”: Brazilian Securities and Exchange Commission.
- “Portfolio Management Officer”: Officer responsible for the management of securities portfolios.
- “Distributor”: institution engaged to provide the service of distribution of the Funds’ quotas, pursuant to the legislation in force.
- “Direct Family Members”: spouses, domestic partners, children and stepchildren, provided that they live in the same household as the Employee.
- “FIP”: private equity investment funds regulated by CVM Instruction No. 578/16, managed by the Manager.
- “Fund(s)”: FIPs managed by the Manager.
- “Privileged Information”: material non-public information that may significantly influence the decision of market investors to sell or buy certain securities.
- “Investor(s)”: jointly, the quotaholders of the Funds and the investors of the Managed Portfolios.
- “PEP”: Politically Exposed Person, as defined in CVM Resolution No. 50.
- “Related Persons”: investment funds, whether exclusive or not, investment clubs, companies or investment vehicles primarily controlled by the Employee or their Direct Family Member, and further over which they hold discretionary management power.
- “SEC”: *Securities and Exchange Commission*.

2 Purpose

- 2.1 This Policy for the Selection, Engagement and Monitoring of Third Parties ("Policy") has as its objective to establish the principles governing the process of engagement of service providers and suppliers of DOMO ("Third Party"), acting on behalf of the Funds. Through the development of this Policy, DOMO seeks to comply with the rules set forth in the regulations in force, in particular in the ANBIMA Codes of Regulation and Best Practices for Third-Party Asset Management and for the Distribution of Investment Products ("ANBIMA Codes").
- 2.2 Furthermore, the processes defined in this Policy aim to mitigate the risks of illicit payments and to provide DOMO with the appropriate means to terminate the agreements whenever there is a violation of the rules set forth herein.

3 Responsibilities

- 3.1 For purposes of compliance with this Policy, it is the duty of all DOMO Employees to:
- Prioritize the interests of the Funds and of the respective quotaholders of the Funds in all transactions involving the engagement of Third Party services, ensuring the proper use of the contracted resources, especially in cases where there is a direct or indirect connection between the contracted party and the other service providers of the funds, or investors in the event of potential conflicts of interest;
 - Report to the *Compliance* area the existence of a conflict of interest in relation to the product(s) or service(s) under analysis, including any family or friendship relationship with the supplier(s) in question, or its knowledge of the relationship between the Third Party and the Manager; and
 - In the engagement of brokerage firms, additionally observe the procedures and criteria for the engagement of brokerage firms, as well as the additional procedures for the engagement of Third Parties if and when the investment funds make investments abroad.
- 3.2 At the discretion of the Compliance area, the application of the rules set forth in this Policy to Third Parties shall take into account the size of the contracted Third Party, the volume of transactions, as well as the criticality of the activity, seeking to act with reasonableness and common sense.

4 Initial Due Diligence – Know Your Partner - KYP

- 4.1 From the outset of the negotiations, any Third Parties with which DOMO has an interest in doing business and that carry out activities for the Investment Funds must undergo a process of verification as to their integrity, proportional to the level of risk of the agreement to be entered into, in accordance with the risk classification defined by the *Compliance* area.

- 4.2 Certain contracted Third Parties may be called upon to adhere to certain DOMO policies, at the Manager's sole discretion, and to sign confidentiality agreements (which may be by electronic means), if they have access to confidential information of DOMO, its Investment Funds or investors, at the discretion of the *Compliance* area.

4.3 Minimum Documents required in the Initial *Due Diligence*

- **For the Distributor to be engaged:** verification methodology for the suitability of the recommended investments (suitability), registration process and KYC policy (*know your client*), business continuity plan, data protection tools and procedures including security procedures against external system threats, internal controls report, information security policy and, if applicable, the Policy for the Engagement of Independent Investment Agents - AAI;
- **For the qualified service providers (custodian, bookkeeper and controller):** business continuity plan, data protection tools and procedures including security procedures against external system threats, internal controls report and information security policy; and
- **For the other service providers:** description of the process adopted by the participating institution, in accordance with its own criteria, including the documents used by the institution for the engagement.

4.4 Service Provider Evaluation Process and Market Analysis

- 4.4.1 The initial *Due Diligence* consists of the process of prior verification of the company's data, prior to the commencement of any relationship.
- 4.4.2 This process is based on public information made available on the internet and on the request for documents and internal policies of the potential Third Party, as further detailed below. The initial phase will follow the minimum parameters established by the *Compliance* area and will be coordinated by it.
- 4.4.3 In its process of engaging Third Parties, DOMO will require, at its sole discretion and as required by law, that the Third Party respond to the ANBIMA *Due Diligence* questionnaire specific to the contracted activity, when applicable, in accordance with the templates made available by ANBIMA on its website, without prejudice to the request for additional information at DOMO's discretion, depending on the Third Party's risk classification, pursuant to item 8 below.
- 4.4.4 In the case of the engagement of Third Parties for activities self-regulated by ANBIMA that do not have an ANBIMA *Due Diligence* questionnaire, DOMO must observe an additional internal procedure, using its own questionnaire (it being understood that if the Third Party does not adhere to the ANBIMA Codes applicable to its respective activity it will be considered High Risk, pursuant to the classification in item 8 below).
- 4.4.5 The decision-making process for the engagement of a service must take into consideration,

among other aspects, quality, expertise, price, cost, useful life of the product/service, obsolescence, cash flow and budget, as applicable.

- 4.4.6 The commencement of the Third Party's activities must be linked to the formalization of the engagement, and no type of payment may be made before the execution of the respective agreement or the respective approval formalized in writing by DOMO's *Compliance* area.

4.4.7 Additional Measures in the case of Distributors

- Verify the operational structure (transaction control system, order execution criteria and recording of requests, filing and form of protection) for the proper provision of the service;
- Verify the process for maintaining the quotaholder register;
- Verify the structural capacity (processes, procedures, systems, among others) to meet the regulatory requirements in force regarding the responsibilities of distribution on behalf of and by order of third parties; and
- Verify the internal *Due Diligence* policy for the engagement of Independent Investment Agents (AAIs).

4.4.8 Additional Measures in the case of Qualified Service Providers

- Verify the structure and operational capacity for the provision of the service, pursuant to the regulations in force and the rules described in the ANBIMA Code of Regulation and Best Practices for Qualified Services to the Capital Markets.

5 Service Provider Approval Process

- 5.1 Every service engagement process must be previously approved by the Officer responsible for the area that requested the engagement (requesting area/contract manager) and then by the Compliance area, which will coordinate the process. Likewise, all payments related to the engagement of services must always be approved by means of the signature/authorization of at least one authorized person of DOMO (authorized person is understood to mean those who have access to DOMO's payment system with authorization to approve payments).

6 Contractual Formalization and Registration

- 6.1 The rules for the formalization of the agreement and the registration of the Third Party must be established by the *Compliance* area, in accordance with the level of risk of the agreement (see item 8 below), especially in terms of the sensitivity of the information to be transmitted during the contractual relationship, assessing: *(i)* whether the service may impact the Funds; *(ii)* whether the conditions for contractual termination are well dimensioned and any termination will not impact DOMO; and *(iii)* the existence of a confidentiality and anti-corruption clause, among other aspects that prove necessary for the specific case.
- 6.2 All documentation of the service provider selection process must be kept on file under the responsibility of the *Compliance* area for a period of not less than 5 (five) years, including the

budgets received (when applicable), the technical characteristics of the service, warranties, maintenance service, refills, e-mail, receipts and purchase invoices and any other documents that prove relevant.

- 6.3 Obligations and conditions discussed by telephone must be formalized by e-mail, so as to maintain a record of the decisions taken and of any existing conflicts.

7 Risk-Based Classification of Third-Party Risks

- 7.1 DOMO's *Compliance* area is responsible for carrying out periodic assessments, whenever necessary in the best interest of the Manager and of the Funds, of the contracted Third Parties, in accordance with the Third Party's risk classification (exclusively those that carry out activities for the investment funds).
- 7.2 Risk-based supervision aims to devote greater attention to contracted Third Parties that demonstrate a greater likelihood of failures in their performance or that potentially represent greater harm to investors and to the integrity of the financial and capital markets. DOMO has developed the following internal risk classification:
- **Low Risk:** Third Parties whose activity does not generate strategic, legal/compliance, operational, financial/credit or reputational risks for DOMO.
 - **Medium Risk:** Third Parties whose activity generates at least one of the risks indicated above, or that have access to confidential information of the investment funds or investors, but that demonstrate apparently satisfactory procedures and controls when responding to the *Due Diligence* questionnaire, given that DOMO will not carry out tests to confirm the effectiveness of the controls, nor is it responsible for the management of these controls. The assessment will be made solely by means of the Third Parties' declaration in questionnaires and/or conversations, meetings and interviews.
 - **High Risk:** Third Parties whose activity generates at least one of the risks indicated above, and that are not able to demonstrate the existence of controls and/or that present problems whose nature may bring liability/implications to DOMO, as in the case of Third Parties that have already been involved in corruption or money laundering scandals, or that are being sued or investigated for the practice of any act related to their activity or to the activity to be provided to DOMO.
- 7.3 Third Parties that, being required to, are not Members of or Adherents to the ANBIMA Codes, or that, carrying out an activity self-regulated by ANBIMA, do not have a standard ANBIMA DDQ questionnaire will be automatically classified as High Risk. For these Third Parties, the *Compliance* area must adopt additional criteria for supervision as per the table below, and they must be supervised at least every 12 (twelve) months.
- 7.4 Based on the classification above, DOMO must develop a list of the contracted service providers/suppliers and their internal risk classification, which must be kept updated by DOMO's

Compliance area, by means of a system used by the Manager (e.g.: Compliasset system).

8 Risk-Based Monitoring of Service Providers – Periodic Reviews

8.1 Minimum frequencies for reviews of Third Parties

8.2 **Low Risk:** Whenever necessary in the best interest of the Manager and of the Funds

8.3 **Medium Risk:** 24 (twenty-four) months

8.4 **High Risk:** 12 (twelve) months

8.5 Notwithstanding the frequency defined above, if new facts arise in relation to the business or to the person of the Third Party, such as changes in the scope of the initial engagement, at the discretion of the *Compliance* area, a reassessment of the Third Party must be conducted on account of such facts, even before the frequency mentioned herein.

8.6 If significant changes are identified in the conditions set forth in the *Due Diligence* process, their agreement may be terminated, as decided by the Risk, *Compliance* and AML/CTF Committee.

8.7 The *Compliance* area must formalize this in its own report, for subsequent submission to DOMO's management bodies or, in the event of the identification of any non-compliance, for the adoption of the necessary measures.

9 Non-Compliance and Crisis Management

9.1 In the event of the identification of non-compliance in the contractual relationship or if, at any time during the relationship, the Third Party is involved in transactions related to corruption, bid rigging, bribery, or any other crime or administrative offense, the *Compliance* area will **(i)** instruct the requesting area/contract manager to immediately terminate the relationship by sending a contractual termination notice; and **(ii)** carry out a survey of the Third Party's history with DOMO and prepare a dossier on the case for the Risk, *Compliance* and AML/CTF Committee, which will decide on the legal and regulatory measures to be taken by DOMO, including notification to the competent authorities.

ANNEX I

GUIDE OF PROCEDURES FOR CONDUCTING INITIAL DUE DILIGENCE AND FORMALIZATION OF AGREEMENT AND REGISTRATION OF DOMO.

The procedures listed below are recommended when engaging any Third Party that carries out an activity directly related to DOMO's *core business*.

1. Initial Due Diligence

- Copy of the CNPJ card, obtained from the Federal Revenue Service website, and QSA/Capital Stock;
- Qualification of the main partners and officers (or attorneys-in-fact, if applicable) (at a minimum, obtain the full name, with the qualification being recommended);
- Internet searches to verify whether there is any derogatory information about the company, its partners and officers, consulting, in particular, the website of the Federal Government's Transparency Portal, which contains the National Register of Disreputable and Punished Companies;
- If necessary, consult the SERASA/SPC database; and
- If necessary, consult the websites of the courts of justice of each state/federal courts, the Superior Labor Court, the Superior Court of Justice and the Federal Supreme Court.

The area requesting the engagement and the *Compliance* area may request additional information regarding the Third Party, its partners and officers, if they deem it necessary or convenient in order to better assess the Third Party.

At the discretion of the Compliance area, the procedures listed below may be waived or supplemented with further measures, as applicable.

2. Formalization of Agreement and Registration

In addition to the documents and public searches, the *Compliance* area will be responsible for requesting from the Third Party, as applicable to the activities carried out by it:

- Copy of the ID/CPF of the individuals authorized to sign on behalf of the potential Contracted Third Party;
- Updated Corporate Documents;
- ANBIMA DDQ Questionnaire, completed and signed, if applicable;
- Verification Methodology for the Suitability of the Recommended Investments (Suitability Policy);
- Registration Process and *Know Your Client* ("KYC") Policy of the Contracted Third Party;
- Business Continuity Plan;
- Data Protection Tools, Procedures and Policies;
- Internal Controls Policy;
- Information Security Policy;

- Policy for the Engagement of Independent Investment Agents (AAI), if applicable; and
- Anti-Money Laundering and Counter-Terrorism Financing Policy.

Any document that DOMO deems necessary in order to carry out the analysis of the potential Contracted Third Party, observing the criteria established in DOMO's Policy for the Selection, Engagement and Monitoring of Third Parties.

Furthermore, the area requesting the engagement and the Legal/*Compliance* area must use their best efforts to assess, during the engagement process, **(i)** the level of satisfaction of other clients, past and current, and **(ii)** the structure to meet the object of the engagement.

After examining the documents, in order to declare the fitness of the potential Contracted Third Party, the *Compliance* area will take into account:

- Information on the absence of a negative record in the SERASA/SPC credit databases;
- Absence of lawsuits involving corruption, bribery, bid rigging and other crimes;
- Absence of derogatory information, in the local and/or foreign media, about the company, its partners and officers.
- Security standards and internal controls of the potential Contracted Third Party;
- The Governance levels of the potential Contracted Third Party;
- Economic and financial viability of the business of the potential Contracted Third Party; and
- Any other factor that the *Compliance* area deems relevant for the analysis of the specific case.

Once in possession of the information necessary and relevant for the analysis, it must be consolidated in an internal DOMO document – containing a complete risk assessment of the Third Party. If possible considerable exposure to risk is identified (in the sense of the nature of the information to be exchanged with or exposed to the Third Party, especially if the potential services provided impact the investors), the *Compliance* area must substantiate its decision as to whether or not to engage the Third Party – which may be submitted to the review of the Risk, *Compliance* and AML/CTF Committee, as necessary.

The Employees involved in the engagement must also use their best efforts to verify and confirm the information received from the Third Party.

Minimum clauses of any agreement entered into by DOMO on behalf of the Investment Funds:

- I. The obligations and duties of the parties involved;
- II. The description of the activities that will be contracted and performed by each of the parties;
- III. The obligation to perform their activities in accordance with the provisions set forth in this Code and in the specific Regulation in force, as applicable, for each type of Investment Fund; and
- IV. That the contracted Third Parties must, within the limits of their activities, make available to the Fiduciary Administrator all documents and information required by the Regulation in force that are necessary for the preparation of mandatory periodic documents and reports, except for those considered confidential, pursuant to the Regulation in force.