CODE OF ETHICS AND CONDUCT
MARCUS VINICIUS BARBOSA ADVOGADOS

Version 1.0, approved on November 1, 2026

I. PURPOSE AND SCOPE

1.1. This Code sets out the principles and rules of conduct of Marcus Vinicius Barbosa Advogados ("MVB" or the "Firm") and guides its professional work and its relationships with clients, colleagues, authorities, suppliers and society, with respect for the independence of the legal profession and for human dignity.

1.2. It applies to the partners and to anyone who is part of MVB's team or acts on its behalf, in any capacity, having regard to the duties and legal regime of each relationship ("Members"). Correspondent firms, consultants, suppliers and other external service providers observe the provisions relevant to the contracted activity, subject to prior notice and appropriate contractual provisions.

1.3. This Code is construed together with the applicable legislation, in particular the Statute of the Legal Profession and of the Brazilian Bar Association (OAB) (Law No. 8,906/1994), the OAB Code of Ethics and Discipline, the Brazilian Anti-Corruption Law (Law No. 12,846/2013) and its implementing regulation (Decree No. 11,129/2022), and the Brazilian General Data Protection Law (Law No. 13,709/2018), and it supplements the applicable legal and professional duties.

1.4. No order, commercial target, urgency, personal relationship or client interest authorizes a breach of this Code.

II. PRINCIPLES AND PROFESSIONAL INDEPENDENCE

2.1. MVB's work is grounded in integrity, good faith, technical rigor, loyalty, diligence, confidentiality and respect for the democratic rule of law and fundamental rights. Legitimate interests are defended firmly, without personal hostility and without resorting to unlawful means.

2.2. Professional judgment is independent of economic, political, hierarchical or personal pressure. No legal conclusion is adapted to a predetermined result and no material risk is concealed from the client. All work is signed with the effective participation and review of the founding partner, except where a personal conflict of interest removes him from the matter, in which case the review is carried out by a partner who is not involved. This exception does not extend to legal impediments, which prevent the Firm itself from acting under item 5.4 and may not, under any circumstances, be circumvented by reassigning the work.

2.3. Clients receive a candid assessment of alternatives, costs, risks and uncertainties. Consensual solutions are considered whenever appropriate, and the client's informed choice prevails over the Firm's convenience.

2.4. Representing a person under investigation, accused or involved in a dispute does not imply endorsement of that person's conduct. Legal services are intended to defend rights and guarantees and are not provided to carry out, facilitate or conceal unlawful acts.

III. RESPECT, DIVERSITY AND WORKPLACE

3.1. All persons are treated with courtesy, dignity and consideration. Hiring, compensation, allocation of opportunities and professional evaluation follow criteria relevant to the role, without discrimination on grounds of race, color, marital status, origin, sex, gender identity, sexual orientation, age, religion, disability, health condition, pregnancy, family situation or any other illegitimate factor.

3.2. Moral or sexual harassment, threats, humiliation, intimidation, violence, embarrassment and retaliation are prohibited in relationships among Members and with third parties, in physical or digital environments, including during business travel and professional events. Isolated conduct may also breach this Code, even if it does not amount to a specific offense.

3.3. Performance demands, reviews and technical disagreements are objective and respectful, with due regard to the complexity of the work, deadlines and health and safety conditions.

3.4. No one may require electoral, religious or ideological support, financial contributions or participation in such activities as a condition for joining, remaining with or advancing at the Firm.

3.5. The Firm respects the private life and freedom of expression of its Members. This Code covers external conduct only where it has a concrete connection with professional duties, the rights of third parties or MVB's activities.

IV. QUALITY OF SERVICES AND CLIENT RELATIONSHIPS

4.1. Before an engagement is accepted, the client's identity, the powers of its representatives, the intended scope, the capacity to handle the matter and any applicable conflicts or impediments are verified. Each matter has a partner responsible for supervising and reviewing the work produced, without prejudice to item 2.2 and to the responsibility of the other professionals involved.

4.2. Scope, responsibilities, fees, expenses and limits of the engagement are clearly formalized. Urgent steps taken before formalization require documented authorization and timely regularization, and the essential checks are maintained.

4.3. Relevant deadlines, commitments and instructions are recorded and monitored. Clients are informed of material developments, emerging risks, settlement proposals and decisions that require their authorization. No results are promised and estimates are not presented as certainties.

4.4. Legal sources, precedents, citations, data and calculations are checked against reliable materials and, whenever possible, against the original source. It is prohibited to invent references, attribute to a source content it does not support, manipulate evidence or withhold from the client qualifications that are decisive for the analysis.

4.5. Errors, missed deadlines, security failures and other events that may affect the client are reported immediately to the responsible partner for containment, correction and timely notice to the person concerned. It is prohibited to conceal failures, alter records or delay notification.

4.6. The refusal or termination of representation complies with professional duties, the protection of deadlines, notice to the client, accounting and the return of the appropriate documents. The Firm does not abandon a case and does not retain client property or documents to press for payment of fees.

V. CONFLICTS OF INTEREST AND PUBLIC OFFICE

5.1. Conflict checks precede engagement and are updated when new parties become involved, the scope expands or relevant changes occur. They cover clients and former clients, counterparties, persons and entities related to the matter, personal interests and prior professional work. The identification of a prior relationship or a related entity requires a specific assessment of its connection with the matter, of the protected information and of the applicable professional rules. The result and the decision are recorded with restricted access. The record indicates, where applicable, whether the restriction arises from a legal prohibition, from additional caution or from internal policy.

5.2. The Firm does not accept representation of opposing interests prohibited by OAB rules, even with the client's consent, separate teams or information barriers. If a conflict arises during an engagement, the affected work is reassessed immediately, with the appropriate professional measures and preservation of confidentiality.

5.3. Financial interests, family ties, business relationships and other circumstances that may compromise independence are disclosed to a partner who is not involved, and the interested person does not take part in the decision on his or her own conflict. The prohibitions on acting before authorities with whom the professional has business or family ties, and on challenging acts in whose making he or she took part, are observed.

5.4. Members who hold or have held public office observe the incompatibilities and impediments set out in Articles 27 to 30 of the Statute of the Legal Profession, the rules of their respective career, position or entity and any post-employment restrictions. The Firm does not act, in litigation or advisory work, against the public entity to which they are bound, nor in matters in which they took part in the exercise of their office, and reassigning the work to another partner does not serve to circumvent an impediment. The impediment is recorded in the Firm's articles of association and disclosed to the client in the fee proposal, indicating the excluded matters and, where appropriate, a correspondent firm, without any share of the respective fees for MVB.

5.5. It is prohibited to use public office, personnel, resources, systems, restricted documents or non-public information obtained in public office to benefit MVB or its clients. The institutional experience of Members is presented as technical qualification and may not be associated with any promise of privileged access, favoritism or influence over decisions.

5.6. Outside activities, including consulting, board positions, expert work, arbitrations and dispute boards, are subject to a compatibility check where they may affect the Firm or its clients. Service as arbitrator, mediator or dispute board member observes the specific duties of independence, impartiality and disclosure.

VI. PROFESSIONAL SECRECY AND DATA PROTECTION

6.1. Information learned in the course of professional work is protected, including during preliminary consultations and after the end of the engagement or of the relationship with MVB. The duty of secrecy does not depend on a request from the client and covers communications, strategies, documents and information about persons and organizations.

6.2. Access and sharing are limited to what the service requires and take place through authorized means. Confidential matters are not discussed in inappropriate settings or transmitted through third-party accounts or to recipients without a professional need.

Requests from authorities are assessed as to their enforceability and scope, preserving professional prerogatives.

6.3. Client information, internal documents and personal data are entered only into external tools, including artificial intelligence systems, whose conditions of retention, third-party access, location of processing, security and use for training have been assessed and considered adequate. Merely removing names does not amount to anonymization.

6.4. Personal data are processed for specified purposes, on an appropriate legal basis, with data minimization, access controls and justified retention, in accordance with MVB's Privacy and Personal Data Protection Policy and the specific requirements applicable to sensitive data, to children and adolescents and to international transfers.

6.5. Suspected loss, unauthorized access, misdirected transmission or compromise of data is reported without delay to the responsible partner and to the data protection officer, preserving records and taking the containment measures within each person's reach, without improvised investigations or deletion of evidence.

6.6. Marcus Vinicius Barbosa is the data protection officer (encarregado). Privacy requests may be sent to contato@mvblaw.com.br, to the attention of the data protection officer.

VII. RELATIONS WITH PUBLIC AUTHORITIES AND ANTI-CORRUPTION

7.1. Interactions with judges, members of the Public Prosecution Service, arbitrators, regulators, political officials, public servants and oversight bodies are professional and legitimate, in compliance with procedural rules and the prerogatives of the legal profession. Well-founded legal criticism and a firm defense of the client are exercised with respect for authority.

7.2. It is prohibited to promise, offer, authorize, solicit or receive any undue advantage, directly or indirectly, including through third parties, in public or private,

domestic or international dealings. The prohibition covers money, favors, sham contracts, job opportunities, travel, donations and benefits to family members or related persons.

7.3. Informal payments to speed up services, release documents or influence decisions are not permitted. Official fees are paid through regular channels and with proof of payment. Requests for undue advantages are refused and reported immediately, through a channel that preserves the safety of those involved.

7.4. It is prohibited to take part in bid rigging, anticompetitive agreements, sham contracts, forgery, concealment of beneficial owners or manipulation of contractual claims. Studies, data and assumptions underlying tariff or economic-financial rebalancing requests are verifiable and presented without distortion. The defense of a technically sound legal interpretation or methodology is legitimate, even when contested, provided that its assumptions are identified and there is no falsification, concealment of decisive information or presentation of estimates as proven facts.

7.5. Relevant meetings, contacts and referrals have an identifiable professional purpose and are recorded in proportion to the matter, without prejudice to confidentiality. Rules on scheduling, access, transparency and procedural communication are observed, and private contacts that are prohibited or incompatible with the office held by the counterpart are avoided.

7.6. Defending prerogatives and challenging unlawful measures are part of the regular practice of law. It is prohibited to destroy or tamper with evidence, coach false testimony or unlawfully hinder inspections. Cooperation with authorities complies with the law, professional secrecy and the rights of defense.

VIII. GIFTS, HOSPITALITY AND DONATIONS

8.1. Courtesies, gifts, meals, invitations and other benefits are not offered or accepted in order to influence a decision, obtain an engagement, create an obligation of

reciprocity or disguise an undue advantage. Cash and cash equivalents, including convertible vouchers, are prohibited as professional courtesies.

8.2. In dealings with public officials, MVB does not offer or pay for personal benefits. A strictly lawful institutional courtesy requires verification of the rules applicable to the recipient, a professional justification, prior approval by a partner with no interest in the matter, and a record.

8.3. Courtesies in private relationships are moderate, occasional, transparent and compatible with the recipient's rules. Situations involving a pending decision, travel, accommodation, significant entertainment or doubt as to appropriateness require prior approval by a partner with no interest in the matter and a record. Inappropriate courtesies received are reported so that they may be refused, returned or given another lawful and documented destination.

8.4. Donations and sponsorships on behalf of MVB require verification of the recipient, a legitimate purpose, approval by the partners and a record, and are not used for favoritism, improper solicitation of clients or political party financing.

IX. FEES, FUNDS AND THIRD-PARTY ENGAGEMENTS

9.1. Fees and expenses correspond to the engagement terms and professional rules, with proper invoicing and records. Hours, travel and reimbursements reflect actual activities and expenses. Duplicate charges, fictitious expenses and descriptions intended to conceal the nature of payments are prohibited.

9.2. Funds and documents received on behalf of clients are identified and controlled separately from the Firm's own resources, with timely accounting. The set-off, retention or transfer of funds requires a basis, a documented purpose, sufficient powers and the client's specific authorization, in compliance with the other professional rules. Third-party payments or atypical transactions require clarification and verification proportionate to the risk.

9.3. The Firm does not allow its services, accounts or documents to be used for money laundering, unlawful concealment of assets or sham transactions. Signs of irregularity are assessed with the responsible partner, and any external reporting depends on an analysis of the applicable obligations and of professional secrecy.

9.4. Correspondent firms, consultants and suppliers are selected on the basis of qualifications, need, integrity and justifiable commercial terms, with due diligence proportionate to the risk. Ties with Members or public officials are disclosed and assessed without the participation of the interested person in the approval. MVB does not use intermediaries to do what it is itself prohibited from doing.

9.5. It is prohibited to pay for brokering or improper solicitation of cases, including by persons not authorized to practice law. Partnerships and fee sharing among authorized professionals are documented and comply with OAB rules.

9.6. Equipment, credentials, collections and materials are used for authorized purposes, with respect for intellectual property, client rights and security. It is prohibited to misappropriate documents, share passwords, install unauthorized software or use restricted information for personal advantage, including in investments. The end of a relationship entails the return of property and the revocation of access, subject to legally required retention.

X. COMMUNICATION, ADVERTISING AND ACADEMIC ACTIVITY

10.1. Professional communication is informative, truthful, sober and compatible with OAB rules. Promises of results, misleading comparisons, self-promotion prohibited by those rules and improper solicitation of clients are prohibited. Titles, experience and qualifications disclosed are verifiable.

10.2. Advertising does not disclose lists of clients or matters, nor does it exploit specific cases and results in breach of professional rules, even with the client's authorization.

The fact that proceedings are public does not release the data, documents and information they contain.

10.3. Statements on behalf of MVB require authorization from the partners. Personal statements are clearly distinguished from institutional positions and preserve confidentiality, the rights of third parties and professional duties. Discriminatory attacks, threats, defamation and the deliberate dissemination of false information are not permitted.

10.4. Teaching, research and publications preserve intellectual freedom, accuracy of sources and recognition of authorship and contributions. Plagiarism is prohibited. Academic opinions do not necessarily represent the Firm or its clients. Potential conflicts and protected information are assessed in advance.

10.5. Relationships with other law firms are based on loyalty and courtesy. It is prohibited to spread rumors, personally disparage colleagues, obtain information by unlawful means or contact represented parties directly in breach of professional rules.

XI. SOCIAL RESPONSIBILITY AND CIVIC PARTICIPATION

11.1. The Firm values the improvement of institutions, the responsible dissemination of legal knowledge and access to justice. *Pro bono* work, when undertaken, complies with OAB rules and with the same duties of quality, conflict checks and confidentiality.

11.2. Individual political participation is free, subject to professional duties and to the separation between personal and institutional positions. MVB's resources, brand, premises and contact lists are not used for campaigns, propaganda or political party contributions. Any form of electoral coercion in the workplace is prohibited.

11.3. Members use the Firm's resources responsibly and take the environmental care appropriate to their activities.

XII. GOVERNANCE AND RAISING CONCERNS

12.1. The partners are responsible for ensuring the conditions for compliance with this Code and for monitoring its application.

12.2. Questions and reports may be addressed to any partner not involved in the facts, in person or in writing.

12.3. Anyone involved in a report or with a relevant conflict does not take part in its receipt, investigation or the decision on his or her own case. Their access to the materials needed for their defense is organized so as to protect whistleblowers and third parties.

12.4. A good-faith report does not require certainty of a breach or conclusive evidence. Anonymous reports are assessed according to their consistency and the possibility of verification. Retaliation against anyone who consults, reports, testifies or cooperates in good faith is prohibited, including through unjustified changes in work, exclusion, threats or professional harm.

12.5. Reports are handled confidentially, with access limited to those who need to act. Any disclosure, when required by a valid legal obligation or necessary for the defense, is limited to what is strictly necessary and is reasoned. The internal procedure does not prevent recourse to the OAB, the courts or other competent authorities.

XIII. INVESTIGATION, RESPONSES AND REVIEW

13.1. Receipt is acknowledged, where there is a means of contact, within five business days, with an initial assessment of urgency, risk of retaliation, conflicts, need for protection and preservation of evidence. Immediate risks are addressed without waiting for that period. Simple inquiries are answered within fifteen business days, and complex situations are given a reasoned time frame, which is communicated.

13.2. The investigation is impartial and proportionate, with lawful gathering of information. Direct confrontation between whistleblower and the person reported is not

required. Preventive measures do not imply a presumption of guilt and observe legal and contractual limits.

13.3. Before an adverse decision, the person under investigation receives a sufficiently clear description of the facts alleged and an opportunity to respond and present relevant materials, within a period compatible with the complexity of the case. The conclusion is not based solely on allegations that cannot be verified.

13.4. The assessment of the reported case distinguishes between good-faith error, lack of guidance or procedure, negligence and deliberately improper conduct. Self-reporting, cooperation and the adoption of containment measures are taken into account, without excluding appropriate accountability. Acknowledging a failure does not, in itself, constitute grounds for sanction.

13.5. The analysis seeks to reach a conclusion within sixty calendar days from receipt of the report. Any extension requires justification, a new deadline and information to those concerned to the extent possible. The deadlines in this section are internal commitments and do not suspend legal obligations, mandatory notifications or urgent measures.

13.6. The conclusion records the facts examined, the evidence considered and the reasons for closing the matter or for the measures recommended. Lack of proof does not turn a good-faith report into a breach. The deliberate fabrication of evidence or a knowingly false accusation may be the subject of a separate investigation.

13.7. The whistleblower and any person affected by the decision may request a reasoned review within fifteen business days of notice of the conclusion. The review is carried out by a partner with no conflict who did not make the decision. Relevant new facts may justify reopening the matter, subject to legal limits.

13.8. Investigation records and the data of those involved are protected and retained only for the period justified by their purpose, legal obligations or the exercise of rights.

Feedback to those concerned reports the outcome without improperly disclosing personal data, professional secrets or disciplinary details concerning third parties.

XIV. CONSEQUENCES AND REMEDIATION

14.1. Proven breaches receive a response proportionate to their seriousness, intent or fault, harm or risk, recurrence and circumstances. Measures may include guidance, correction of procedures, warning and, where legally appropriate, suspension, removal or termination, in accordance with the regime applicable to each relationship. The measures apply regardless of position, revenue generated or partnership status.

14.2. The decision is reasoned and taken by someone who has authority and is not conflicted, without prejudice to the corporate resolutions required by law. The Firm stops irregularities and corrects their causes, without prejudice to client service and client rights.

14.3. Internal measures do not replace the powers of the OAB or of public authorities. External reporting and the pursuit of redress comply with the law, the rights of defense, professional secrecy and data protection.

XV. ADOPTION, GUIDANCE AND UPDATES

15.1. Members receive this Code and acknowledge it upon joining or after its adoption. The Firm provides initial guidance and periodic updates, at least annually, with attention to the risks of the activities performed.

15.2. The partners monitor the application of this Code and review it at least every two years, or earlier in the event of relevant changes. Supplementary rules are consistent with this text and duly communicated.

15.3. Questions of interpretation are resolved by the partners, with external support where necessary. Internal interpretations and authorizations do not exempt compliance with a mandatory rule.

15.4. This Code enters into force on the date of its approval by the partners, as indicated in the version published on the Firm's website.

15.5. The Portuguese, English and Spanish versions are updated jointly. In the event of any discrepancy, the Portuguese version prevails.