TRADING
POLICY ON
SECURITIES
ISSUED BY
GRENDENE S.A.





# GRENDENE S.A. Publicly Held Company CNPJ nº 89.850.341/0001-60 – NIRE nº 23300021118-CE

### Trading Policy on Securities Issued by Grendene S.A.

#### 1. Objective

- 1.1. The objective of this Policy for Trading in Securities issued by Grendene S.A. ('the Company') is to establish directives and procedures to ensure compliance by the Company and by persons related to it with practices of good conduct in trading of securities issued by the Company, or referenced to them, and to avoid the use of Privileged Information, as per CVM Resolution 44 (defined below).
- 1.2. The Board of Directors of Grendene S.A., under its powers, has decided, as recorded in minutes of its meeting of February 24, 2022, to approve the new Policy on Trading in Securities Issued by Grendene S.A., and it is the responsibility of the Investor Relations Director to implement all the necessary procedures for obedience to the rules, and overall administration of this Policy.

#### 2. Definitions

2.1. Without prejudice to other terms defined in this Policy, the terms and expressions listed below, when used in this Policy, shall have the following meanings:

'Controlling Stockholder' means the stockholder(s) or group of stockholders bound by a stockholders' agreement, or under common control, who exercise the power of control of the Company, as defined in Article 116 of the Brazilian Corporate Law and in the Regulations of the Novo Mercado.

'Managers' means Members of Grendene's Board of Directors and Executive Board.

'Associates with Access to Privileged Information' means: the members of any bodies with technical or consultative functions, not constituted by the Bylaws, or employees of the Company or other persons working for the Company or the Controlling Stockholder or any Subsidiary or Affiliated company, who, as a result of their job, function or position in the Company, or in the Controlling Stockholder or in a Subsidiary or Affiliated company, may have knowledge or access to any Privileged Information.

'Material Act or Fact' As specified in CVM Resolution 44, a Material Act or Fact means any decision by the Controlling Stockholder or Stockholders, any decision of the General Meeting of Stockholders or of Managers of the Company, or any other fact or event of a policy, administrative, technical, business or economic or financial nature that takes place in or is related to the Company's business, which could materially influence: (i) the trading price of the Securities; and/or (ii) investors' decision to buy, sell or hold such Securities; and/or (iii) the decision of investors to exercise any rights inherent to ownership of securities – including but not limited to the examples of potentially material events or facts specified in CVM Resolution 44.

'General Meeting of Stockholders' means the General Meeting of Stockholders of the Company.

'Employees' means the employees, workers and managers of the Company and its Subsidiaries.

'Affiliated companies' means companies in the management of which the Company has significant influence, as defined by the Brazilian Corporate Law.

'The Company' means Grendene S.A., a listed corporation with head office at Avenida Pimentel Gomes 214, 62040-125, Sobral, State of Ceará, Brazil, registered in the CNPJ (Brazilian registry of corporate taxpayers) under No. 89.850.341/0001-60.

'Members of the Audit Board' means members of the Company's Audit Board (if constituted) and their alternate members.

'Board of Directors' means the Board of Directors of the Company.

'The Audit Board' means the Audit Board of the Company.

'Consultants' means any party other than the Company, who or which provides service to the Company or to any of its Subsidiaries, and has access to material information.

'Subsidiary' means any company in which the Company, individually or jointly, directly or through its subsidiaries, has stockholding or partnership rights which permanently confer upon it preponderant power in decisions and the power to elect the majority of that company's managers.

'CVM' means the Brazilian Securities Commission (CVM).

'Investor Relations Officer' means the member of the Executive Board designated by the General Meeting of Stockholders to exercise the functions and duties specified in the regulations of the CVM, including execution, monitoring and inspection of this Policy.

'Executive Board' means the Company's statutory directors.

'Material Information' the same meaning as 'Material Fact or Event' defined above.

'Privileged Information' means all and any information related to the Company or to its Subsidiary companies that could materially influence the trading price of the Securities, as referred to in CVM Resolution 44 and the Disclosure Policy (Policy on Disclosure of Material Facts or Events), which has not yet been disclosed to the investor public. The presumptions relating to use of Privileged Information are set out in Item 6.1.1 and its Sub-items.

'Brazilian Corporate Law' means Brazil's Law 6404/1976, as amended.

'Significant Trade' refers to any trade or group of trades as a result of which a directly or indirectly held stockholding interest passes (upward or downward) the thresholds of 5% (five per cent), 10% (ten per cent), 15% (fifteen per cent), and so on, successively, of a type or class of shares constituting the Company's share capital.

'Lock-up Period' means any period in which trading in the Securities is prohibited by law and/or by the Investor Relations Officer.

'Persons Subject to the Policy' means the persons described in Item IV.1, and its Subitems, below.

'Bound Parties' means: the Company; its direct or indirect Controlling Stockholders, and any persons they nominate to access Material Information; Managers; Members of the Board of Directors; and Associates with Access to Privileged Information.

'The Policy' or 'the Trading Policy' means this Policy on Trading in Securities of the Company.

'Disclosure Policy' means the Company's Policy for Disclosure of Material Acts or Events.

'CVM Resolution 44' means CVM Resolution 44 of August 23, 2021, or any amendments to it.

'The Commitment Undertaking' means the document stating commitment to the terms of this Policy, to be signed in the form of Appendix I of this Policy.

'Securities' means (i) any security issued by the Company, such as shares, debentures, promissory notes and/or warrants; and/or (ii) any security, contract or agreement related or referenced to any security issued by the Company, such as derivative contracts and/or put or call options, as defined by Article 2 of Law 6385 of December 7, 1976.

#### 3. Agreement and Acceptance Undertaking

- 3.1. The persons referred to in Item "4.1" below must formally agree to and accept the terms of this present Trading Policy, by signature of the Agreement and Acceptance Undertaking, in the form of Appendix I.
- 3.2. The Company's Investor Relations management unit is hereby appointed as the sole and exclusive party responsible for management and safekeeping of Agreement and Acceptance Undertakings, and Acceptance Contracts.
- 3.3. The Company undertakes to maintain all Agreement and Acceptance Undertakings, and Acceptance Contracts, referred to in Item 3.2. above, at its head office, at the disposal of the CVM, with all the information necessary for identification of the signatories of those documents.

# 4. Persons Subject to the Policy

- 4.1. The following persons are subject to this Policy:
  - a) The Company, its direct or indirect Controlling Stockholders, and its Managers, and Members of Boards.
  - b) Former members of the Board of Directors.
  - c) Former members of the Audit Board (when constituted) or of Consultative or Technical Bodies created under the Bylaws, and former statutory directors.

d) The Managers, and any person who, due to their position or function in the Company, or its parent company or any of its subsidiaries or affiliated companies, has knowledge of information relating to a Material Fact or Event, knowing that this information has not yet been disclosed to the market, especially any person having a commercial or professional relationship or relationship of trust with the Company, such as external auditors, securities analysts, consultants and institutions that are part of the securities distribution system, have the responsibility of being informed in relation to disclosure of the information before trading in Securities issued by the Company or any assets referenced to them.

The following also have the status of Persons Subject to the Policy, to whom, therefore, the same prohibition on trading applies:

- a) Portfolio managers, and investment funds, companies or other institutions or entities of which the Persons prevented from trading are the sole stockholders or holders of share units, or in which they can influence trading decisions.
- b) Any legal entity directly or indirectly controlled by any person or persons prohibited from trading.
- c) Any person who has had access to information about the Material Fact or Event through any person prevented from trading.

#### 5. Responsibilities

- 5.1. The Investor Relations Officer is responsible for resolving any doubts and establishing procedures necessary for implementation of this Policy, and also for having up-to-date knowledge of the rules contained herein and communicating it to the Persons mentioned in item IV of this Policy, supported by advice and assistance from the Investor Relations management unit and the Risks and Compliance management unit.
- 5.2. This Policy shall remain in effect for an indeterminate period until there is any express decision to the contrary by the Company's Board of Directors.

# 6. Policy on Trading of the Company's Securities; Prohibition on Trading and Situations in Which Trading is Authorized

- 6.1. General Rule: Direct or indirect trading by Persons Subject to this Policy in securities issued by the Company or referenced to them is forbidden in the period from the date on which such persons become aware of the Material Information until that information is disclosed to the market by a Material Announcement, in accordance with the Policy on Material Announcements.
  - 6.1.1. In the terms of CVM Resolution 44, for the purposes of characterizing undue use of Material Information, it is presumed that:
    - a) any person who traded Securities, and had Material Information not yet published, made use of that information in the trading referred to;

- b) the direct or indirect Controlling stockholders, members of the Executive Board, members of the Board of Directors, and the Company itself, in relation to trading in its own Securities, have access to all information not yet published;
- c) the persons listed in sub-item (b) above, and those who have a commercial or professional relationship or a relationship of trust with the Company, when they had access to Material Information that was not yet published, knew that it was Privileged Information;
- d) a manager who leaves the Company when in possession of Material Information that has not yet been published makes use of that information if he or she trades in Securities issued by the company within 3 (three) months after separation from the Company;
- e) As from the moment when studies or analyses in relation to the matter are begun, any information about any of the following is Material Information: Any transaction of absorption (including absorption of shares), split, merger, or transformation, or any form of corporate reorganization or business combination, or change in control of the Company or of any of its Subsidiaries or Affiliated Companies, including by signature, alteration or rescission of a stockholders' agreement, decision to apply for cancellation of the Company's listed company status or Change in the environment or segment in which the Company's shares are traded; and
- f) As from the moment when studies or analyses in relation to the matter are begun, any information about any of the following is Material Information application for Judicial Recovery, out-of-court reorganization, or bankruptcy.
- 6.1.2. The situations above are statements of principle, and may in some cases be flexible. In particular, they should not be applied to the following:
  - a) Any acquisition, by private transaction, of shares held in treasury, arising from the exercise of a call option under a stock options plan approved by a General Meeting of Stockholders, or in the case of a grant of shares to managers, employees or providers of services as a part of compensation previously approved by a General Meeting of Stockholders.
  - b) Trades involving fixed income securities when they take place as part of back-to-back commitments for repurchase by the vendor and resale by purchaser, for settlement on a pre-established date prior to or equal to that of the maturity of the securities that are the subject of the transaction, carried out with pre-agreed profitability or parameters of compensation.
- 6.1.3. The prohibition in Item 6.1 does not apply to subscriptions of new securities issued by the Company, without prejudice to the rules that govern disclosure of information in the context of the issuance and offering of those Securities.

- 6.2. Trading lock-up periods. Under this Policy, Persons Subject to the Policy may not trade Securities during the Lock-up Period under any circumstances.
  - 6.2.1. The Investor Relations Officer must inform Persons Subject to the Policy of a trading lock-up period, but is not obliged to state the reasons for the decision, and the persons mentioned in item VI.1.1 must maintain secrecy on the decision.
- 6.3. Restrictions on trading after disclosure of a Material Fact or Event. In any of the actions listed above, even after publication of a Material Announcement, the prohibition on trading will continue if it could interfere in the conditions of trading in the Securities in such a way as to cause damage to the Company itself or to its stockholders. The Investor Relations Officer must provide information of any such additional restriction.
- 6.4. Prohibition on trading prior to publication of quarterly information and financial statements. The following parties the Company, its Managers, or its direct or indirect Controlling Stockholders; the members of its Audit Board; any employees with access to the Material Information; members of the Company's other bodies with Technical or Consultative Functions; and any persons who have knowledge of information related to the Material Act or Fact by reason of their position or function in the Company, or in any of its Subsidiaries or Affiliated companies may not trade securities of the Company in the 15 (fifteen) days prior to the disclosure or publication of:
  - i) the Company's Quarterly Information (ITR);
  - ii) the Company's annual information (DF); and/or
  - iii) the Company's annual financial statements (DFP).
  - 6.4.1. Without prejudice to Item VI.4 above, they are also prohibited from trading in the Company's Securities in the period from the date of any decision by a competent body of the Company in relation to an increase or reduction of capital, distribution of dividends, bonus in shares, reverse split, issuance of securities, and the date of the related notification to the market, publication of tender, announcement, etc.
  - 6.4.2. The period of 15 (fifteen) days referred to above shall exclude the date of publication; but trading in the Securities on that day will be allowed only after the said publication.
  - 6.4.3. The prohibition in Item VI does not depend on the existence of Material Information pending disclosure or on there being any intention in relation to the transaction or event in question.
- 6.5. Additional prohibitions. The provisions, assumptions and obligations established in this Policy also apply to trading that takes place: (i) inside or outside the environments of regulated securities markets; (ii) directly or indirectly, whether through controlled companies, or through third parties with whom the person trading has a fiduciary relationship or, for example, a relationship of portfolio management; or (iii) on the trading party's own account or on behalf of other parties.
  - 6.5.1. Trades effected by investment funds or investment clubs of which a Person Subject to the Policy, or a Related Party, is a unit holder, are not considered to be indirect trades or trades through third parties.

- 6.6. Exceptions to the general restrictions on trading in securities. The prohibitions specified in this policy shall not apply to:
  - 6.6.1. Trades involving fixed income securities, when they take place as part of back-to-back commitments for repurchase by the vendor and resale by the purchaser, for settlement on a pre-established date prior to or equal to that of the maturity of the securities that are the subject of the transaction, carried out with pre-agreed profitability or parameters of compensation;
  - 6.6.2. Transactions to comply with obligations assumed prior to the start of the period of prohibition, arising from loans of securities, exercises of put or call options by third parties, and forward purchase or sale contracts; and
  - 6.6.3. Trades made by financial institutions and legal entities that are part of the same economic group, provided they are made in the normal course of business and within the pre-established parameters in the Company's trading policy.
- 6.7. It is the responsibility of the Investor Relations Officer to inform Persons Subject to this Policy, in advance, of the dates of publication of the Company's Quarterly Information (ITR) and annual financial statements (DFP), and any other periods of prohibition that may occur, so that Persons Subject to this Policy are aware of them, enabling such Persons, in practice, to comply. Note, however, that absence of such notification does not exempt Persons Subject to this Policy from compliance with the legislation and regulations relating to prohibition of trading, nor from compliance with the terms of this Policy.

#### 7. Individual Investment Plans

- 7.1. Any person who has a relationship with the Company that results in his/her being subject to the provisions of Item VI.1.1 may formalize an individual investment or disinvestment plan regulating their trading in securities, as per the model in Appendix III, with the objective of removing the applicability of those assumptions ('an Individual Investment Plan').
  - 7.1.1. To remove applicability of the provisions of item 6.1.1., the Individual Investment Plan must:
  - a) be exclusively in writing;
  - b) be able to be verified, including in relation to its institution and whether there has been any change in its content;
  - c) specify the dates and amounts or volume of trades which will be carried out by the participants;
  - d) have at least 3 (three) months available for the plan itself to produce effects;
  - e) be formalized in writing with the Investor Relations Officer; and
  - f) be checked at least every 6 months by the Board of Directors for compliance between the trades made and the participant's Individual Investment Plan.

- 7.2. Additionally, Individual Investment Plans may allow trading in Securities during the period specified in Item 6.4. above, provided that, as well as the requirements of 7.1.1. above:
  - i) the Company has approved a timetable setting specific dates for disclosure of the quarterly accounting information and the annual financial statements: and
  - ii) the related Plan obliges its participants to revert to the Company any losses avoided or potential gains made, in transactions in Securities, arising from any change in the dates of disclosure of the quarterly accounting information or the annual financial statements, as ascertained by criteria, defined by the plan itself, that are reasonable and capable of being verified.
- 7.3. A participant in an Individual Investment Plan is prohibited from:
  - i) keeping more than one Individual Investment Plan in effect simultaneously; and
  - ii) making any transactions that annul or mitigate the economic effects of any transaction determined by an investment or disinvestment plan.
- 7.4. The Investor Relations Officer shall evaluate and comment on the applicability of Plans under the regulations currently in force, and may refuse to file them with the Company if they are not in accordance with this Policy or the current rules.
- 7.5. The Investor Relations Officer shall maintain a file and a specific individualized control of all the Investment Plans, and shall obtain the information necessary for it, and supply it to the Board of Directors, or another corporate body under the bylaws to which such function may be attributed, to check, at least six-monthly, that the transactions carried out by Persons Subject to this Policy are compliant with their respective Investment or Disinvestment Plans; and report with the same frequency to the Board of Directors.
- 7.6. An Investment Plan may be canceled by notification from the Person Subject to the Policy, or due to non-compliance with its terms, as per Sub-item VIII.1 (b), above. In this situation, a new proposal for an Investment Plan may be presented after 3 (three) months from the date of cancellation.
- 7.7. The Investor Relations Officer may ask the participant for explanation in cases of non-compliance, and also any additional explanations about the Investment Plan.
- 7.8. The Investor Relations Officer shall supply the Investment Plan or Disinvestment Plan when requested to do so by regulatory bodies or self-regulation bodies of the markets in which the Company's Securities are traded.
- 7.9. Any subscription or acquisition of shares as a result of exercise of options granted by the Company under a securities options plan previously approved by the Company's General Meeting of Stockholders shall be included in the Individual Investment Plan, independently of any other provisions the Plan may contain.
- 7.10. Whatever is in their Plans, any person adopting an Individual Investment Plan must continue to obey the terms of this Policy.

#### 8. Infringements and Penalties

- 8.1. Any violations of this policy by Persons Subject to the Policy must be communicated immediately to the Investor Relations Officer, who shall take the appropriate disciplinary measures in accordance with the Company's Code of conduct, as well as Persons shall reimburse the Company in full and without limitation for any damages arising from such non-compliance, without prejudice to criminal liability for acts committee.
- 8.2. Without prejudice to the measures taken by the Investor Relations Officer he/she must report the facts to the Audit Committee, which will analyze them and may recommend application of sanctions by the Board of Directors, which may include the infringing party being demoted or dismissed, if in the opinion of the Board of Directors there has been a serious violation.
- 8.3. If the appropriate measure is one for which the General Meeting of Stockholders has the legal competence, the Board of Directors must call such a meeting to decide on the subject.
- 8.4. Without prejudice to the above, an infringement of the terms of this Policy may constitute a serious infringement, for the purposes of §3 of Article 11 of Law 6385/1976, and thus be subject to punishment under the current legislation, to be applied by the competent authorities. The use of Privileged Information may also be characterized as a crime, subject to imprisonment for between one and five years, and a fine, under Article 27-D of Law 6385/1976.
- 8.5. If the infringement is effected by outsourced parties, this characterizes contractual non-compliance, and the Company may cancel the related contract, without any financial cost, and demand payment of the penalty payment established in the contract, without prejudice to loss and damage.

# 9. Period of Validity

9.1. This Policy comes into effect on the date of its approval by the Board of Directors of the Company, and shall be in effect until there is any decision to the contrary.

#### 10. Final Provisions

- 10.1. This Policy is governed, in all its terms, and also in any cases of omission, by the Brazilian Corporate Law, by CVM Resolution 44/2021, and by other applicable rules, and may be consulted on the Company's Investor Relations web page.
- 10.2. It is the responsibility of each member in the Company to ensure compliance with the terms of this Policy. It is a duty of the Managers to be the example and to disseminate the content of this document.
- 10.3. Any doubts on the provisions of this Policy should be resolved with the Company's Investor Relations Officer.
- 10.4. The Company shall send a copy of this Policy, by registered post with advice of receipt, to all Persons Subject to the Policy and all Bound Parties, asking them to return to the Company a signed copy of the Commitment Undertaking or Acceptance Contract,

as specified in Clause 3.2 above, and these copies shall remain filed at the Company's head office.

- 10.5. When any new Managers of the Company sign their document of acceptance of their position, it must be required that they sign the Commitment Undertaking, thus becoming aware of this Policy.
- 10.6. Any Controlling Stockholder(s), and/or any stockholders that elected the members of the Board of Directors or the Audit Board, and any individual or legal entity, or group of such persons, acting jointly or representing the same interest, who carry out Material Transactions in the Company's Securities, must sign the statement of which the form is given in Appendix II to this Policy, and deliver it to the Investor Relations Officer.

Farroupilha, Brazil, Fe	ebruary 24, 2022.
Alexandre Grendene Bartelle	Renato Ochman
Chairman	Secretary

#### Appendix I

# Statement of adherence to the securities trading policy of Grendene S.A.:

By this instrument, [insert full name of person, or full formal name of legal entity, with formal identifying details — nationality, profession, identity card number if a private individual; type of company, if a legal entity], with address at [●], registered in the Brazilian registry of [individual] {or} [corporate] taxpayers [CPF {or} CNPJ] under N° [●], in their capacity as [indicate position] {or} [Controlling Stockholder] {or} [Associate with Access to Privileged Information] of **GRENDENE S.A.**, a corporation with head office at Avenida Pimentel Gomes 214, 62040-125 Sobral, Ceará State, Brazil, registered in the CNPJ under N° 89.850.341/0001-60 ('the Company'), do state, by signature of this Acceptance Undertaking, that I have taken cognizance of the Policy for Trading in the Securities of Grendene S.A., approved by meeting of the Board of Directors, in accordance with CVM Resolution 44 of August 23, 2021, as amended, and assume the commitment to obey the rules and procedures specified in that document and always to guide my conduct and actions in relation to the Company in accordance with those provisions.

	[Insert place and date of signature]
[	Insert full name of person or company]

# Appendix II

#### **Statement**

I, [name and formal identifying details], [position/job], HEREBY DECLARE [that I have acquired/sold] [quantity] [shares or non-convertible debentures], and that as a result I now hold [•]% of the share capital of **GRENDENE S.A.**, a corporation with head office at Avenida Pimentel Gomes 214, 62040-125 Sobral, Ceará State, Brazil, registered in the CNPJ under N° 89.850.341/0001-60 ('the Company'), as described below: (i) the objective of my holding of [•]%; (ii) the number of shares, and/or options to buy or subscribe shares, held directly or indirectly, is [•]%, (iii) the quantity of debt convertible into shares in the Company, held directly or indirectly, equivalent to: [•]%; and (iv) contract or agreement regulating or limiting the voting power or circulation of the securities indicated above (declare the existence of such agreement or contract, if applicable): [•]%.

Under CVM Resolution 44 of August 23, 2021 as amended, I further declare that I will advise the Company's Investor Relations Director of any change in my holding, direct or indirect, upward or downward, to or beyond the levels of 5%, 10%, 15%, and so on, successively, of the Company's share capital.

[Insert place and date of signature]
[name]



#### **Investment Plan**

I [name and formal identifying details], resident and domiciled at [address], registered in the Brazilian Register of Individual Taxpayers under N° [number] and bearer of Identity Card [RG, RNE, etc.] N° [number and issuing entity], in my status as [job, function or relationship with] of **GRENDENE S.A.**, a corporation with head office at Avenida Pimentel Gomes 214, 62040-125 Sobral, Ceará State, Brazil, registered in the CNPJ under N° 89.850.341/0001-60 ('the Company'), do hereby present an Investment Plan in accordance with the terms of the Policy for Trading in the Securities of Grendene S.A. ('the Trading Policy') and a CVM Resolution 44 of August 23, 2021, as amended, especially in relation to the provisions of its Article 16, §1, Sub-item IV; §2, Sub-items I and II; and §3, Sub-items I and II.

Orders to buy, sell and/or rent securities, as defined in the Trading Policy, are to be made in accordance with the following table:

Type of security	Type of transaction	Quantity / Amount	Date / Period / Execution event
[=]	[Buy / sell / rent]	[Quantity / R\$]	[=]
[=]	[Buy / sell / rent]	[Quantity / R\$]	[=]

The orders to buy, sell and/or rent securities as set out in the table above are irrevocable.

The signatory is aware that the following are prohibited: (i) keeping more than one Investment Plan or Disinvestment Plan in effect simultaneously; (ii) making any transactions that annul or mitigate the economic effects of any transaction determined by an investment plan.

In addition, the signatory undertakes to revert to the Company any potential losses avoided or gains made in transactions in Securities arising from any change in the dates of disclosure of the quarterly accounting information or the annual financial statements, as ascertained by comparison between the trading price in the 30 (thirty) prior trading sessions and on the date of the actual transaction.

This Investment Plan will produce effects only 3 (three) months after today's date, and is addressed to the Company's Investor Relations Officer, with a copy to [name of broker], which is authorized to execute the orders specified in this Investment Plan.

The period of validity of this Investment plan is [insert] from the date of its receipt by the Company's Investor Relations Director. Signed at [Town/city, State], [month][day], [year]

[Insert place and date of signature]	
[Insert full name of person or company	]