

BM&FBOVESPA S.A. - BOLSA DE VALORES, MERCADORIAS E FUTUROS

National Corporate Taxpayers Register of the Ministry of Finance (CNPJ/MF) No.
09.346.601/0001-25

State Registration Number (NIRE) 35.300.351.452

STOCK AWARDS PLAN

**approved by the Extraordinary Shareholders Meeting held on May 13, 2014 and amended
by the Extraordinary Shareholders' Meeting held on April, 28, 2017.**

1. Purpose of the Stock Awards Plan

1.1. The Purpose of the **Stock Awards Plan** of **BM&FBOVESPA S.A. – Bolsa de Valores, Mercadorias e Futuros** (“Company” or “BM&FBOVESPA”), created pursuant to the applicable law and regulations of the Brazilian Securities Commission (“CVM”) (“Stock Awards Plan”), is to provide the managers and employees of the Company and of its direct and indirect controlled companies (included in the concept of Company for the purposes of this Stock Awards Plan) with the opportunity to become shareholders of the Company, consequently obtaining an increased alignment of their interests with the interests of the shareholders and sharing the capital market risks, as well as enabling the Company and its controlled companies to attract and retain its managers and employees.

1.2. The managers and employees of the Company and controlled companies (“Beneficiaries”) are eligible to take part in the Stock Awards Plan, with due regard for the provisions of item 12 of this Stock Awards Plan.

2. Shares Included in the Stock Awards Plan

2.1. Shares may be granted within the scope of this Stock Awards Plan, in the course of its term of effectiveness, up to 2.5% of the total shares of the Company’s capital stock, verified on its granting date.

2.1.1. The limit set forth in item 2.1 does not take into account the shares actually transferred or those transferred with lock-up periods under this plan, and the remaining balances of other Plans in effect as of the date of approval of this Stock Awards Plan.

2.2. For the purposes of this Stock Awards Plan, the Company shall use shares held in treasury, with due regard for the CVM rules.

3. Management of the Stock Awards Plan

3.1. The Stock Awards Plan shall be directly managed by the Board of Directors or, at its discretion, by the Company’s Remuneration Committee (“Committee”).

3.2. The Board of Directors or the Committee, as applicable, shall define annually the total number of shares to be granted to the Beneficiaries according to the results achieved by the Company in compliance with objective performance goals, which shall include, at least, profit goals and expected results for the fiscal year, as determined by the Board of Directors.

3.3. The Board of Directors or the Committee, as applicable, may grant for an annual fiscal year, subject to the provisions of item 3.2, the maximum of up to 1% of the total capital of the Company, as ascertained on its grant date.

3.4. The Board of Directors or the Committee, as the case may be, shall have broad powers, with due regard for the provisions of the Stock Awards Plan and, in relation to the Committee, the guidelines fixed by the Company's Board of Directors, for the organization and management of the Stock Awards Plan and the granting of shares.

3.4.1. Notwithstanding the provisions in the main section hereof, no decision of the Board of Directors or of the Committee shall, except for the adjustments permitted under the Stock Awards Plan: *(i)* increase the total limit of the shares that may be granted; *(ii)* damage any rights or obligations of any existing agreement without the Beneficiary's consent; *(iii)* modify the rules relating to the granting of shares to the Board of Directors, as defined in item 12 below.

3.5. The Board of Directors or the Committee may, at any time, at all times with due regard for the provisions in item 3.4.1: *(i)* modify or discontinue the Stock Awards Plan; *(ii)* establish, as proposed by the Chief Executive Officer, goals relating to the performance of the employees and officers of the Company and its controlled companies, in such a manner to establish criteria for election of the Beneficiaries or determination of the quantity of shares to be attributed to them; *(iii)* except for the provisions in item 10.2 of this Stock Awards Plan, accelerate any terms for transfer of the shares or lock-up periods; *(iv)* amend the programs in force so as to adapt them to changes in the Plan that may subsequently be approved by a Shareholders' Meeting; and *(v)* establish the regulations applicable to omitted cases.

3.6. In the exercise of its responsibilities, the Board of Directors or the Committee, as the case may be, shall be solely subject to the limits established by law, by the CVM regulations and by the Stock Awards Plan, not being required, under any rule of equal condition under the law or analogy, to extend to everyone the conditions that they deem to be solely applicable to some, with due regard for the peculiarities of each case.

3.7. The resolutions of the Board of Directors or the Committee, as the case may be, are binding upon the Company and the Beneficiaries in relation to all matters concerning the Stock Awards Plan.

4. Provisions and Conditions for granting of shares

4.1. The Board of Directors or the Committee, as the case may be, shall create Stock Awards Programs ("Programs") from time to time, which shall define: *(i)* the Beneficiaries; *(ii)* the total number of shares of the Company subject to granting, subject to the provisions in item 3.2 and 3.3; *(iii)* criteria for election of the Beneficiaries and determination of the quantity of shares to be allocated, subject to the provisions in item 4.1.2 and 4.1.3; *(iv)* the division of the shares in lots, subject to the provisions in item 4.1.1; *(v)* waiting periods for transfer of the shares, subject to the provisions in item 4.1.1, or lock-up periods of shares received by the Beneficiaries, as set forth in item 4.1.1 and pursuant to item 6 below; and *(v)* any provisions about penalties.

4.1.1. For each Program, a minimum total term of three (3) years from that Program's stock grant date and the last date for transfer of stock granted to the same Program or, as the case may be, the last maturity date of the lock-up period, shall be respected. Moreover, a minimum waiting period of twelve (12) months shall be respected between: *(i)* the Program's grant date and the first transfer date of any lot of shares from that Program or, as the case may be, the first maturity date of lock-up periods; and *(ii)* between the dates of transfer of each lot of shares of that program, or each maturity date of lock-up periods,.

4.1.2. The Board of Directors or the Committee, as appropriate, shall establish ranges on the

number of shares that will be tied to the expected profits of the Company, subject to Section 3.2, and the level of responsibility and strategic importance of the function that the Beneficiary exercises.

4.1.3. The granting of shares shall be conditioned on the achievement of goals by the Beneficiaries and individual assessment of performance and potential.

4.1.4. The granting of shares to members of the Board of Directors is subject to the provisions set forth in item 12 below.

4.2. When each Program is launched, the Board of Directors or the Committee, as the case may be, shall determine the terms and conditions for granting shares in a Stock Awards Agreement (“Agreement”), to be entered into by and between the Company and each Beneficiary. The Agreement shall define at least the following conditions:

- a) the quantity of shares that the Beneficiary shall be entitled to receive, in accordance with the Program, as long as the terms and conditions established therein are satisfied;
- b) the term and conditions for transfer of the shares, subject to item 4.1.1 and the rules or terms applicable to any restrictions on the transfer of the shares received (lock-up period) and provisions about penalties in case of breach of such restrictions; and
- c) any other provisions and conditions that are not in accordance with the Stock Awards Plan or the respective Program.

4.3. Except when the Program establishes a lock-up period for the Beneficiaries, the transfer of shares to the Beneficiary shall solely take place upon the consummation of the conditions and terms set forth in this Stock Awards Plan, in the Programs and Agreements, in such a manner that the granting of the right to receive the shares does not guarantee to the Beneficiary by itself any rights in the shares and does not even represents any guarantee of receipt thereof, except for those provided for in said Stock Awards Plan, the Programs and Agreements.

4.3.1. In the event that the Board of Directors or the Committee, as the case may be, establishes the minimum lock-up period mentioned in item 6.1 below, the shares granted to the Beneficiaries in question may be transferred to them on the next grant date.

4.4. The shares granted shall have the rights established in the Stock Awards Plan and in the respective Programs and Agreements, the Beneficiary shall be entitled to receive, (i) even before the definite transfer of shares, an amount equivalent to dividends or any other proceeds paid by the Company; and/or (ii) in the case of the shares transferred and subject to lock-up periods, the dividends or any other proceeds paid by the Company. In any case, the Board of Directors or the Committee, as the case may be, may define adjustment mechanisms.

4.5. No share shall be transferred to the Beneficiary unless all legal, regulatory and contractual requirements have been fully satisfied.

4.6. No provision of the Stock Awards Plan, of any Program or of the Agreement shall entitle any Beneficiary to remain as a manager or employee of the Company, nor shall it interfere in any manner with the Company’s rights to terminate, at any time, the manager’s term of office or the employee’s employment contract.

4.7. The shares granted under the Stock Awards Plan have no relationship and are not related to its fixed remuneration or occasional profit sharing.

5. Transfer of the shares under the Agreement

5.1. The shares shall be transferred to the Beneficiaries in accordance with the quantities and terms provided for in the respective Agreement, as long as the conditions established in the Stock Awards Plan, the Program and the Agreement are met.

5.1.1. It shall be incumbent upon the Company's management to take all measures required to formalize the transfer of the shares under the Agreement.

5.2. The Beneficiaries are subject to the rules that restrict the use of privileged information applicable to publicly-held corporations in general and to those established by the Company.

5.2.1. The Board of Directors or the Committee, as the case may be, may determine the suspension of receipt of the shares under the Agreement whenever situations occur that, under the law or the applicable regulations, restrict or prevent the trading of shares by the Beneficiaries.

6. Restrictions on the Transfer of Shares

6.1. The Board of Directors or the Committee, as the case may be, may establish for the Beneficiaries a minimum lock-up period for the sale, transfer or otherwise the disposal of the Company's shares received under the Stock Awards Plan, as well as of those that may be received by them in connection with bonuses, splitting, subscriptions or any other form of acquisition that does not involve the disbursement of the Beneficiary's own funds, or securities that entitle subscription to or acquisition of shares, as long as such shares or securities have arisen for the Beneficiary from the ownership of shares under the Stock Awards Plan.

6.1.1. In the case of lock-up periods applicable to the shares granted and effectively transferred, the Board of Directors or the Committee, as the case may be, at its discretion, may exempt the Beneficiaries from the minimum lock-up period.

6.1.2. Unless otherwise specifically resolved by the Board of Directors or the Committee, as the case may be, the disposal of the shares in any manner while the period set forth in item 6.1 above has not elapsed shall result in the Beneficiary's (i) loss, without any right to indemnity, of the right to receive all shares not transferred yet to which the Beneficiary would be entitled under the same Program and Agreement; and/or (ii) obligation to return the amount equivalent to the shares effectively transferred to the Beneficiary and that are still subject to the lock-up periods provided for in the corresponding Program and Agreement, including the amount of any shares disposed of without authorization, and this amount should be based on the closing price of shares on the day before the date of return.

6.2. The Beneficiary also undertakes not to encumber the shares that are subject to a lock-up period, and not to create any liens thereon that might prevent the enforcement of the provisions of this Stock Awards Plan.

6.3. The Company shall register the transfer of shares under the Stock Awards Plan upon its occurrence, and they shall remain unavailable for the period set forth in the Program, as applicable.

7. Removal or Dismissal for Cause

7.1. Removal from a position due to violation of the duties and attributions of the manager or dismissal of the Beneficiary due to reasons that could be characterized as just cause, under civil or labor law, as the case may be, shall result in (i) loss, without any indemnity, of the right to receive all shares that would be otherwise received under the Stock Awards Plan that have not

been transferred yet; and/or (ii) the obligation to return to the Company the amount equivalent to the shares that were effectively transferred to the Beneficiary under the Stock Awards Plan but are still subject to lock-up periods, as provided for in item 6.1 above. Said amount should be ascertained based on the closing price of shares on the date of termination of the employment agreement.

8. Resignation, Removal, Voluntary Termination, Dismissal without Cause or Retirement

8.1. Unless otherwise resolved by the Board of Directors, or by its delegation, by the Committee, or by their delegation, by the Chief Executive Officer, in case of termination of the Beneficiary's relationship with the Company due to removal from the position of manager or dismissal without cause not covered by the provisions of item 7.1, the Beneficiary: (i) shall receive the proportional number of shares of the lots falling due, granted but not transferred to him/her under the Stock Awards Plan corresponding to the period worked in the year of the termination; and/or (ii) will be free to trade the proportional number of shares transferred but still subject to the lock-up periods, while the amount equivalent to the remaining shares transferred but still subject to the lock-up period shall be returned to the Company, calculated at the closing price of shares on the date of termination of the employment agreement.

8.1.1. Except if resolved otherwise by the Board of Directors, or its delegation, by the Committee, or by their delegation, by the Chief Executive Officer, in the case of termination of an employment agreement due to resignation or voluntary dismissal, the Beneficiary: (i) shall receive all shares for which the deadline for transfer by the Company has already elapsed, pursuant to the respective Program or Agreement; and (ii) shall lose, without any indemnity, the right to receive the shares for which the deadline for transfer has not elapsed yet; and/or (iii) shall return to the Company the amount equivalent to the shares effectively transferred to the Beneficiary under the Stock Awards Plan that were still subject to lock-up periods, as provided for in item 6.1 above, calculated at the closing price of shares on the date of termination of the employment agreement.

8.1.2. The Board of Directors, or by its delegation, by the Committee, or by their delegation, the Chief Executive Officer, may maintain or bring forward the deadlines for transfer of shares granted to certain Beneficiaries, or the date of maturity of lock-up periods, wholly or in part, whose relationship with the Company is terminated pursuant to item 8.1.1.

8.1.3. For Beneficiaries with simultaneous statutory and employment bonds with the Company, the rules governing the employment relationship provided for in item 8 herein shall prevail.

8.2. In the event of retirement, the Beneficiary: (i) shall receive shares for which the deadline for transfer by the Company has already elapsed; and (ii) shall lose, without any indemnity, the right to receive the shares for which the deadline for transfer has not elapsed yet, unless the Beneficiary undertakes not to provide services during at least twelve (12) months, with or without an employment relationship, to any companies and institutions that operate, even indirectly, in the same markets as that of the Company.

8.2.1. If the Beneficiary has signed the commitment set forth in item 8.2 herein, the shares shall only be transferred after the end of the term of said commitment.

8.2.2. With regard to Beneficiaries holding shares subject to lock-up periods, in the case of retirement, the amount equivalent to such shares shall be returned to the Company, except if the Beneficiary has signed the commitment mentioned in item 8.2 above and, in this case, the lock-up periods shall be effective until the maturity date of the commitment signed by the Beneficiary.

9. Death and Permanent Disability

9.1. If the Beneficiary dies or becomes permanently disabled in regard to performing his/her

duties in the Company as a manager or an employee, the right to receive the shares granted shall be ensured to the Beneficiary or his/her heirs and successors, as the case may be. The shares granted shall be transferred, whether or not the terms set forth in the Agreement have elapsed, and the shares effectively transferred but still subject to lock-up periods shall not be returned to the Company and shall be free for trading. In case of death, the heirs and successors shall receive the shares as set forth in the last will and testament, as established in the probate proceeding or in an applicable court order.

9.2. In the events set forth in item 9.1, the shares that may be received by the Beneficiary, his/her heirs or successors shall be free and clear for transfer, sale or disposal at any time.

10. Adjustments

10.1. If the quantity of shares existing in the Company is increased or decreased as a result of share bonuses, grouping or splitting, proper adjustments shall be made to the quantity of shares under the Programs and Agreements in relation to those shares not transferred to the Beneficiaries yet.

10.1.1. The adjustments pursuant to the conditions of item 10.1 above shall be made by the Board of Directors or the Committee, as the case may be, and such resolution shall be final and binding. No fraction of shares shall be sold or issued in connection with any such adjustments.

10.2. Except as provided for in item 10.2.1 herein, in the event of dissolution, conversion, merger, amalgamation, spin-off or reorganization of the Company, whereby the Company is not the surviving company or, if it is the surviving company, it no longer has its shares admitted for trading on the stock exchange, the Agreements of the Programs in effect, at the discretion of the Board of Directors or the Committee, as the case may be, may: (i) be transferred to the successor company; (ii) have their waiting period for transfer or the maturity of lock-up periods accelerated.

10.2.1. At the Board of Directors' exclusive discretion, should there be any change in or transfer of share control, the Agreements of the Programs in force may have their waiting periods for transfer or the maturities of lock-up periods accelerated.

10.3. The Beneficiaries shall be notified in reasonable advance about the occurrence of any of the events referred to in items 10.2 and 10.2.1.

11. Term of Effectiveness of the Stock Awards Plan

11.1. The Stock Awards Plan shall become effective upon its approval by the Shareholders Meeting of the Company and may be discontinued at any time, by resolution of the Board of Directors, without prejudice to: (i) the prevalence of the restrictions to the tradability of the shares; (ii) the provisions of item 3.4.1; and (iii) the receipt of the shares under the Programs and Agreements not transferred yet, in which case the Board of Directors may establish a term for the transfer thereof to the Beneficiaries.

12. Stock Awards to the Members of the Board of Directors

12.1. Stock awards to members of the Board of Directors under this Stock Awards Plan shall comply with the general provisions set forth in this Stock Awards Plan, especially the provisions of this item 12 ("Granting to the Board").

12.1.1. The rules set forth in this item 12 shall prevail in case of conflict with the other rules of this Stock Awards Plan and the provisions of this item 12 shall not be modified by the Board of Directors or the Committee, in view of the exercise of the duties set forth in items 3.4. and 3.5.

12.2. The members of the Board of Directors are eligible to be beneficiaries of the Award made to the Board as from the date of the Shareholders Meeting that elects them to the position, or any other term that may be determined by the Shareholders Meeting.

12.2.1 Directors appointed by the Board of Directors itself in the event of a vacancy, as provided for in the Company's by-laws, and who have exercised their duties for a minimum period of 6 months in the year of taking office, are eligible to be beneficiaries.

12.3. Each Beneficiary that is a member of the Board of Directors shall be awarded on a yearly basis up to 15,700 shares issued by the Company, except as provided for in item 12.3.1, pursuant to the resolution of the Shareholders Meeting. The measures for consummation of the award and for execution of the respective Agreements shall be taken by the Executive Board.

12.3.1. Any waiver of the right to receive shares by a member of the Board of Directors shall be notified in writing, mandatorily before the execution of the respective Agreement. In the event of waiver of the right to receive shares by a member of the Board of Directors, the number of shares that would be granted to said Beneficiary that is a member of the Board of Directors shall be distributed equally to the other Beneficiaries that are members of the Board of Directors.

12.4. Any award to the Board shall be made in a single lot, on the same dates of approval of the Programs to award shares to the other Beneficiaries of this Stock Awards Plan.

12.5. The shares granted under the Agreements of Beneficiaries that are members of the Board of Directors shall be transferred to the relevant Beneficiary after 2 years as from the expiration of each term of office as a member of the Board of Directors in which the Agreement is executed, except for the events described in item 12.6 below.

12.5.1. The shares granted to the Members of the Board of Directors will be entitled to receive an amount equivalent to dividends, as well as any other proceeds paid by the Company from the grant date until the definitive transfer.

12.6. In case of removal, resignation, expiration of the term of office without reelection or expiration of the term of office due to death or permanent disability of the Beneficiary, the rules set forth in sub-items of this item 12.6 shall apply, to the detriment of the provisions of items 7, 8 and 9 of this Stock Awards Plan.

12.6.1. In case of removal due to violation of their duties and attributions, pursuant to the commercial law or a reason equivalent to just cause under the labor law, the right to receive all shares not transferred yet shall be immediately forfeited and without any indemnity.

12.6.2. In case of resignation, the right to receive the shares under the Program approved for the year of the term of office in which the resignation takes place shall be immediately forfeited, without any indemnity. All other shares for which the right has been previously granted shall be transferred to the Beneficiary with due regard for the respective terms of transfer, as established in item 12.5. In such event, the term for transfer shall be counted as though the Beneficiary had not resigned, i.e., the share shall be transferred after 2 years as from the date on which the term of office would have otherwise expired, had the Beneficiary not resigned.

12.6.3. In case of expiration of the term of office without reelection, all shares shall be transferred to the Beneficiary, with due regard for the respective terms for transfer, as set forth in item 12.5 above.

12.6.4. In case of expiration of the term of office due to death or permanent disability, all shares awarded that have not been transferred to the Beneficiary yet shall be transferred to him/her or to

his/her heirs and successors, as the case may be, and the right to the shares shall be apportioned among the heirs or successors as provided for by the last will and testament, as established in the probate proceeding or the applicable court order.

13. Additional Obligations

13.1. Adhesion. The execution of the Agreement implies express, irrevocable and irreversible acceptance of all provisions of the Stock Awards Plan and the Program by the Beneficiary, who undertakes to fully comply therewith.

13.2. Specific Performance. The obligations set forth in the Stock Awards Plan, in the Programs and in the Agreement are undertaken on an irrevocable basis and shall be valid as an extrajudicial execution instrument under the civil procedural law, being binding upon the parties and their respective successors at any time and on any account whatsoever. The parties establish that said obligations are subject to specific performance, as provided for by articles 466-A and 466-C *et seq* of the Code of Civil Procedure.

13.3. Assignment. The rights and obligations arising out of the Stock Awards Plan and the Agreement shall not be assigned or transferred by either party, wholly or in part, or given as a guarantee of any obligations, without the prior and written consent of the other party.

13.4. Novation. It is expressly agreed that the failure of either party to exercise any right, power, resource or privilege ensured by law, by the Stock Awards Plan or by the Agreement shall not be deemed novation, nor shall any forbearance in relation to the delayed compliance with any of the obligations by either party prevent the other party, at its sole discretion, from exercising such rights, powers, resources or privileges at any time, which are cumulative and non-excluding in relation to any rights, powers, resources or privileges provided for by law.

13.5. Annotation. The wording of the Agreement is valid as a Shareholders Agreement and shall be annotated on the margin of the corporate registrations of the Company for all purposes of article 118 of Law No. 6404/76.

13.6. Jurisdiction. The parties elect the courts of the judicial district of the City of São Paulo to resolve any disputes that may arise in relation to the Stock Awards Plan, the Programs and/or the Agreements and waive any other courts, however privileged they may be.

13.7. Omitted Cases. Any omitted cases shall be regulated by the Board of Directors, after consultation with the Shareholders Meeting as it may be deemed convenient. Any share granted under the Stock Awards Plan is subject to all provisions and conditions established herein, which shall prevail in case of any conflict with the provisions of any agreement or document referred to herein.