



Publicly-listed Corporation
CNPJ/MF: 14.110.585/0001-07
NIRE: 35.300.616.316

MATERIAL FACT

Méliuz S.A. (B3: CASH3) (“**Company**” or “**Méliuz**”), in compliance with the provisions of the Brazilian Securities and Exchange Commission Resolution (*Comissão de Valores Mobiliários*) (“**CVM**”) No. 44, of August 23, 2021, as amended, in Article 157, paragraph 4, of Law No. 6,404, of December 15, 1976, as amended (the “**Corporate Law**”), in CVM Resolution No. 160, of July 13, 2022, as amended (“**CVM Resolution 160**”), and, in continuity with the material fact disclosed on May 19, 2025, informs its shareholders and the market in general that it was filed, on this date, before the CVM, a request for registration of a public offering of primary distribution of, initially, 17,006,803 common shares, all nominative, in book-entry form and without nominal value, free and clear of any liens or encumbrances, issued by the Company (the “**Shares**”), to be held in the Federative Republic of Brazil (“**Brazil**”), in a non-organized over-the-counter market, pursuant to the regime of automatic registration of distribution, pursuant to article 26, item II, point (a) of CVM Resolution 160 exclusively for Professional Investors (as defined below), provided that the amount of Shares initially offered may be increased due to the possibility of placing the Additional Shares (as defined below) (the “**Offering**”), as well as the respective notice to the market was disclosed on this date, informing about the realization of the Offering, in the form of Article 57, paragraph 1 of CVM Resolution 160.

In addition, pursuant to Article 77 of the Corporate Law, warrants (*bônus de subscrição*) will be assigned, free of charge, as an additional advantage and delivered to the subscribers of the Shares, 50.680.267 divided into ten (10) series, and for each Share (including Additional Shares) subscribed to the Offering, warrants will be granted in the proportion defined for each of its series, according to the terms and conditions described in the table of item “*VIII. Warrants*” below, provided that the amount of warrants initially assigned and delivered may be increased, due to the possibility of placing Additional Shares (the “**Warrants**”).

Until the Approval of the New Authorized Capital Limit Approval (as defined below), the Warrants of one or more series may be represented by subscription receipts (*recibos de subscrição*) (the “Subscription Receipts”). If the New Authorized Capital Limit is not approved, subscription receipts will be automatically canceled.

On the settlement date, Professional Investors (as defined below), within the scope of the Professional Offering (as defined below), and Shareholders (as defined below), within the Priority Offering (as defined below), may receive subscription receipts representing the Warrants of certain series, as identified in item “*VIII. Warrants*” below. Subscription receipts will be replaced by Warrants within the term of three (3) Business Days of the approval date of the New Authorized Capital Limit (as defined below).

The subscription receipts will remain blocked for any type of transfer until the approval of the New Authorized Capital Limit (as defined below) and its replacement by Warrants as described in item “*II. Corporate Approvals*” below.

The actual definition of the series of Warrants that may be represented by subscription receipts depends on the total volume of the Offering, so that such information will be contained in the material fact that will be disclosed to inform the Price per Share (the “Material Fact of the Price per Share”).

The initial amount of the Offering is R\$ 150,000,002,46, based on the closing price of the Company’s common shares issued in B3 S.A. – Brazil, Bolsa, Counter (B3”) on May 29, 2025, which was R\$ 8.82. The amount of the initial amount of the mentioned Offering is merely indicative and does not consider the value of the Warrants to be assigned as an additional advantage to the Subscribers, and may vary more or less, according to the completion of the Bookbuilding Procedure (as defined below).

Pursuant to article 50, sole paragraph, of CVM Resolution 160, until the date of completion of the *Bookbuilding* Procedure (as defined below), including such date, the amount of Shares and, consequently, of the Warrants, initially offered, may, at the discretion of the Company, in mutual agreement with the Lead Coordinator, be increased to up to 200% of the total Shares initially offered, i.e. up to 34,013,606 common shares and 101.360.548 corresponding warrants, in the same proportion between series of the Warrants initially issued, to be issued by the Company under the same conditions and at the same price as the Shares and the Warrants initially offered, which will be intended to meet any excess of demand that will be verified at the time the Price per Share is fixed (as defined below) (the “**Additional Shares**”), such that the total amount of the Offering can reach R\$ 450,000,007.38.

I. OFFERING

The Offering will be registered with the CVM under the regime of automatic registration of distribution, pursuant to article 26, item II, point (a) of CVM Resolution 160, and after the announcement of closing of the Offering, in the form of article 76 and Annex M of CVM Resolution 160, informing the result of the Offering (the “**Closing Announcement**”), the Offering will be subject to registration with the Brazilian Association of Financial and Capital Markets Entities (“**ANBIMA**”), according to article 19 of the “**ANBIMA Code of Regulation and Best Practices for Structuring, coordination and distribution of public securities offerings and public securities acquisition offerings**” and the respective “**rules and procedures of public offerings**”, currently in force, issued by ANBIMA (“**ANBIMA**”).

Rules and Procedures”). The Offering, therefore, will not be subject to prior analysis by CVM, ANBIMA or any other regulatory or self-regulatory entity.

The Offering will be held in Brazil, in a non-organized over-the-counter market, under the coordination of BTG Pactual Investment Banking Ltda. (“**BTG Pactual**” or “**Lead Coordinator**”), pursuant to Law No. 6,385, of December 7, 1976 (the “**Securities Market Law**”) and in accordance with the procedures of CVM Resolution 160, ANBIMA Rules and Procedures, and other applicable legal provisions, subject to the provisions of the *Novo Mercado* Regulation of B3 (the “**Novo Mercado Regulation**”) and the Manual of Operational Procedures of the Chamber B3 (the “**B3 Chamber MOP**”), currently in force, under the “*Contrato de Coordenação, Colocação e Garantia Firme de Liquidação de Oferta Pública de Distribuição Primária de Ações Ordinárias, com Bônus de Subscrição, de Emissão do Méliuz S.A.*”, to be entered into between the Company and the Lead Coordinator (the “**Brazilian Placement Agreement**”).

The Offering will be intended exclusively for professional investors, as defined in article 11 of CVM Resolution No. 30, of May 11, 2021, as amended, resident and domiciled or headquartered in Brazil (the “**Local Institutional Investors**”), and Shareholders (as defined below) are guaranteed the right of priority (as defined below).

At the same time, efforts will also be made to place the Shares abroad by BTG Pactual US Capital LLC (the “**International Placement Agent**”): **(a)** in the United States of America, exclusively for qualified investors (the *qualified institutional buyers*), resident and domiciled in the United States of America, as defined in Rule 144A edited by U.S. Securities and Exchange Commission (the “**SEC**”) in transactions exempt from registration, as provided for under the U.S. Securities Act of 1933 as amended (the “**Securities Act**”), and under the regulations issued under the Securities Act, as well as under any other federal and state rules of the United States of America on securities; **and (b)** in other countries, except Brazil and the United States of America, for investors considered non-resident or domiciled in Brazil or the United States of America or not organized in accordance with the laws of those countries (*non-U.S. persons*), pursuant to the terms of Regulation under the Securities Act, and to investors that are not resident or organized in accordance with the laws of Brazil or the United States of America, in both cases, observing applicable law in force in the country of residence of each investor (investors described in (a) and (b) above, together, the “**Foreign Investors**” and, together with the Local Institutional Investors, “**Professional Investors**”). The efforts to place the Shares with Foreign Investors, exclusively abroad, will be carried out under the “*Placement Facilitation Agreement*”, to be entered between the Company and the International Placement Agent (the “**International Placement Agreement**”).

Within the scope of the Offering, there will be no distribution of the additional lot provided for in Article 51 of CVM Resolution 160. **There will therefore be no procedure for stabilizing the price of the Company's common shares issued after the Offering is made and, consequently, the price of the Shares (considering the Additional Shares) in the secondary market of B3 may fluctuate significantly after the Shares have been placed.**

II. CORPORATE APPROVALS

The performance of the Offering, by increasing the Company’s share capital with the issuance of the Shares (including the Additional Shares), with Warrants as an additional advantage, issued free of charge, with the exclusion of the right of preference of the current shareholders holding common shares of the Company, pursuant to article 172, item I, of the Corporation Law and Article 6, paragraph 3, of the Company’s bylaws (the “**Bylaws**”), and the granting of priority to Shareholders in the subscription of Shares through the Priority Offering (as defined below), as well as its terms and conditions, were approved, without any exceptions, at the meeting of the Board of Directors of the Company held on May 29, 2025, whose minutes will be submitted to filing with the Board of Trade of the State of Sao Paulo (“**JUCESP**”) and, after its respective filing, published in the newspaper “*Gazeta de São Paulo*”.

In addition, the Board of Directors of the Company approved to call on May 29, 2025 an Extraordinary Shareholders’ Meeting, according to the notice of call and proposal of the administration to be disclosed to its shareholders, to resolve, among other matters, on the increase in the limit of the authorized capital of the Company, as well as on the respective amendment of the Bylaws (“**Approval of the New Authorized Capital Limit**” and “**AGE**”, respectively). The increase in the Company’s share capital for certain series of Warrants, that may initially be represented by Subscription Receipts, as indicated in item “*VIII. Warrants*” below, in the context of the Offering, is subject on the Approval of the New Authorized Capital Limit.

The Price per Share, the capital increase of the Company, as well as the verification and ratification of the Company’s capital increase, will be approved at a meeting of the Company’s Board of Directors to be held after the completion of the Bookbuilding Procedure, whose minutes will be duly filed with the JUCESP and published in the newspaper “*Gazeta de Sao Paulo*”.

The issuance of Warrants that will replace the Subscription Receipts (including those relating to Additional Shares as the case may be), is subject to the Approval of the New Authorized Capital Limit at the AGE. For this reason, the settlement of certain series of Warrants may be performed by delivering Subscription Receipts, as identified in the table of item “*VIII. Warrants*” below, provided that the Subscription Receipts cannot be replaced by Warrants underlying them until Approval of the New Authorized Capital Limit. In the event that AGE is not installed, in the first or second call, or, if installed, if there is no approval of the change of the authorized capital, there will be no conversion of the Subscription Receipts into the Warrants of the respective series, and they will be automatically canceled. In the event of cancellation of Subscription Receipts and, consequently, of the respective series of Warrants,

the Company and the Lead Coordinator shall not be liable for any losses and damages incurred by Professional Investors and Shareholders.

It should also be noted that, also on May 29, 2025, prior to the holding of such meeting of the Board of Directors, the Company's Fiscal Council opined favorably to the proposed increase of capital in the scope of the Offering, by issuing the Shares (including Additional Shares) and Warrants, subject to the Approval of the New Authorized Capital Limit. The opinion of the Fiscal Council is available on the websites of CVM (<http://www.cvm.gov.br>) and the Company (<https://ri.meliuz.com.br/>).

III. DISTRIBUTION ARRANGEMENTS

The Lead Coordinator will place the Shares (including Additional Shares) and Warrants, of which, part may be represented by Subscription Receipts until the Approval of the New Authorized Capital Limit, in accordance with the other provisions of the Brazilian Placement Agreement (the “**Firm Settlement Guarantee**”).

The Fixed Settlement Guarantee consists of the obligation of the Lead Coordinator, in compliance with the provisions of the Brazilian Placement Agreement, to pay-in (*integralizar*) the Shares (including the Additional Shares) that have been subscribed but not paid-in by their respective investors, in Brazil, on the Settlement Date (as indicated in item “*XIII. Offering Timelines*” below), by the Price per Share (as defined below) and pursuant to the other provisions of the Brazilian Placement Agreement. The Fixed Settlement Guarantee shall be binding only from the time that, cumulatively, the Bookbuilding Procedure is completed, the Price per Share (as defined below) is fixed, the Brazilian Placement Agreement and the International Placement Agreement are signed, the registration of the Offering by the CVM is granted, being effective from the moment the conditions precedents provided for in the Brazilian Placement Agreement and the International Placement Agreement are satisfied and the announcement of commencement is made available, in the form of Article 59, paragraph 3, of CVM Resolution 160, informing the beginning of the distribution of the Shares (including Additional Shares) (the “**Commencement Announcement**”).

The Shares of the Offering that are the object of efforts of placement abroad by the International Placement Agent with Foreign Investors will be fully placed in Brazil by the Lead Coordinator, pursuant to article 19, paragraph 4, of the Securities Market Act, and mandatorily subscribed for and paid-in in Brazil, in national currency, through the investment mechanisms regulated by the Central Bank of Brazil (*Banco Central do Brasil*) and the CVM.

In the event of the Firm Settlement Guarantee, the Lead Coordinator, directly or through its affiliates, under the Brazilian Placement Agreement, may, if interested, sell such Shares (including Additional Shares) prior to the termination of the Distribution Period, by the respective market price of the shares issued by the Company, limited to the Price per Share (as defined below).

If the Shares (including the Additional Shares) actually subscribed by investors have not been fully paid-in by them on the Settlement Date, the Lead Coordinator shall subscribe and integrate, on the Settlement Date, in accordance with the other provisions set out in the Brazilian Placement Agreement, the total of the possible balance resulting from the difference between: **(i)** the number of Shares (including Additional Shares) subject to the FIRM Settlement Guarantee, multiplied by the Price per Share (as defined below); **and (ii)** the number of Shares (including Additional Shares) actually subscribed and paid in by investors in the market, multiplied by the Price per Share (as defined below).

IV. EXCLUSION OF THE RIGHT OF PREFERENCE AND GRANTING OF THE PRIORITY RIGHT

The issuance of the Shares (considering the Additional Shares) and Warrants by the Company as a result of the Offering will be carried out with the exclusion of the right of preference of its current shareholders, in accordance with Article 172, item I, of the Corporate Law and Article 6, paragraph 3, of the Bylaws, being that such issuance will be carried out within the limit of authorized capital provided for in the Bylaws.

In order to comply with the provisions of Article 53 of CVM Resolution 160, as well as to ensure the participation of Shareholders in the Offering, Shareholders will be granted a priority right (the “Priority Right”), to subscribe to up to all of the Shares of the Offering (and consequent receipt of Warrants), to Shareholders holding Shares on June 3, 2025 (the “First Cut-Off Date”), in proportion to their respective shares in the Company’s share capital on June 9, 2025 (“Second Cut-Off Date”), subject to the provisions of item “XI. Priority Offering Procedure” below (the “Priority Offering”).

Shareholders shall be allowed to assign, for consideration or free of charge, their Priority Right to other shareholders, in whole or in part, following the operational procedures described in item “XI. Priority Offering Procedure” below. The assignment of the right of priority will not be traded at B3.

For more information on Priority Offering procedures, see “XI. Priority Offering Procedure” below.

V. PRICE PER SHARE

The price per share will be fixed by the Board of Directors after the completion of the procedure for collecting investment intentions, which will be carried out in Brazil exclusively with local Professional Investors, by the Lead Coordinator, under the terms of the

Brazilian Placement Agreement, and abroad, with Foreign Investors, by the International Placement Agent, pursuant to the International Placement Agreement (the “**Price per Share**” and “**Bookbuilding Procedure**”, respectively).

The choice of the criterion for determining the Price per Share is justified to the extent that the price of the Shares to be subscribed will be measured using as parameter: **(I)** the price of the common shares issued by the Company in B3 on the date of fixing the Price per Share; **(II)** the delivery of the Warrants, as an additional benefit to subscribers; **and (iii)** the result of the Bookbuilding Procedure, based on the indications of interest due to the quality and quantity of demand (by volume and price) for the Shares, collected from Professional Investors, there is therefore no unjustified dilution of the Company's current shareholders, pursuant to Article 170, paragraph 1, paragraph III, the Corporation Law.

The demands of investors in accordance with the previously agreed distribution plan between the Lead Coordinator and the Company will be considered in the Bookbuilding Procedure, which contribute to the creation or maintenance of a diversified shareholder base, taking into account the relations with customers and other considerations of a commercial or strategic nature of the Company, the Lead Coordinator and the International Placement Agent, pursuant to article 49 of CVM Resolution 160, as provided for in the Brazilian Placement Agreement.

Shareholders who participate exclusively in the Priority Offering will not participate in the Bookbuilding Procedure and therefore will not participate in the Price Per Share determination process.

The closing price for the Company's common shares at B3 on May 29, 2025 was R\$ 8.82 . Thus, the total amount of the Offering, based on this indicative price per share, would be R\$ R\$ 150,000,002.46 , without considering the Additional Shares, and R\$ 450,000,007.38 , considering the placement of all Additional Shares. **These amounts are merely indicative and do not consider the value of the Warrants to be assigned as an additional advantage to subscribers, of which part may be represented by Subscription Receipts until the Approval of the New Authorized Capital Limit, and may vary for more or less, as per the completion of the Bookbuilding Procedure. Price per Share will not be indicative of prices that will prevail in the secondary market after completion of the Offering, and may be changed to more or less after completion of the Bookbuilding Procedure.**

Within the scope of the Offering, the participation of Professional Investors in the Bookbuilding Procedure that are, pursuant to Article 2, paragraph XVI, CVM Resolution 160 and Article 2, item XII, of CVM Resolution No. 35, of May 26, 2021, related persons, may be accepted, that is: **(I)** controllers, directly or indirectly, or members of management of the Company, the Lead Coordinator and/or the International Placement Agent, as well as their spouses or companions, their ascenders, descendants and collaterals up to the 2nd degree and companies controlled by them directly or indirectly; **(II)** members of management, employees, operators and other agents (*prepostos*) of the Lead Coordinator and the International Placement Agent who perform intermediation or operational support activities within the scope of the Offering; **(III)** investment advisors who provide services to the Lead Coordinator and the International Placement Agent, provided that they are directly involved in the Offering; **(IV)** other professionals who maintain, with the Lead Coordinator and the International Placement Agent, contract to provide services directly related to the activity of intermediation or operational support within the scope of the Offering; **(V)** Companies controlled, directly or indirectly, by the Lead Coordinator and/or the International Placement Agent, or by persons linked to the Lead Coordinator and the International Placement Agent, provided that directly involved in the Offering; **(vi)** spouse or partner and minor children of the persons mentioned in items (ii) to (iv) above; **and (vii)** investment clubs and funds whose majority of the shares belong to persons linked to the Offer, unless managed in their sole discretion by non-related third parties (“**Related Persons**”).

According to article 56 of CVM Resolution 160, if excess demand is observed in 1/3 (one third) the amount of Shares initially offered (without considering the Additional Shares), the placement of Shares with Professional Investors that are Related Persons under the Professional Offering (as defined below) shall not be permitted, and their investment intentions shall be automatically canceled, observing the provisions of paragraph 1, section III of the such article, without prejudice to their participation in the Priority Offering. The amounts eventually deposited will be returned by the Lead Coordinator without interest or monetary correction, without reimbursement of costs incurred and with deduction, if applicable, of any taxes or fees (including, without limitation, any applicable taxes on financial movement, the IOF/Exchange and any other taxes that may be created, as well as those whose rate currently equivalent to zero will be increased) eventually incidents, within a maximum period of 3 Business Days counted from the cancellation.

Nevertheless, the placement of Shares with Professional Investors that are Related Persons may be permitted, **(i)** if there is no excess of demand under the terms indicated above; **or (ii)** verifying such excess demand, if any, in the absence of placement of Shares for Professional Investors that are Related Persons the demand is lower than the total shares initially offered, pursuant to article 56, paragraph 1, item III, of CVM Resolution 160, observed that, in this case, such placement will be limited to what is necessary to make up the amount of Shares initially offered (considering the Additional Shares), as provided for in Article 56, paragraph 3, of CVM Resolution 160.

Priority Subscription Requests (as defined below) made by Shareholders who are Related Persons during the Priority Subscription Period will not be canceled if excess demand is verified in 1/3 above the amount of Shares initially offered (i.e., without considering the Additional Shares).

The participation of Professional Investors who are Related Persons in the Bookbuilding Procedure may adversely impact the formation of Price per Share. Investment in Shares (considering the Additional Shares) by Professional Investors who are Related Persons may reduce the increase in liquidity of common shares and warrants issued by the Company in the secondary market, especially if considered the priority placement of Shares (including Additional Shares) to Shareholders.

Investments made by Related Persons for hedge in transactions with derivatives contracted with third parties, with the Company's shares issued as a reference (including total return swap transactions), provided that such third parties are not Related Persons, they are allowed in the form of article 54 of CVM Resolution 160 and will not be considered investments made by Related Persons. The eventual hiring and execution of total return swap and hedge transactions can influence the demand and price of the Shares.

Pursuant to article 63 of CVM Resolution 160, the subscription of Shares (considering the Additional Shares) is prohibited by investors who have made uncovered sales of ordinary shares issued by the Company on the date of fixing the Price per Share and the five preceding trading sessions. Those made by investors who are not holders of the Company's common shares or whose ownership results from a loan or other contract having equivalent effect are considered to be uncovered sales. In addition, uncovered sales and acquisitions of common shares issued by the Company on its own behalf or through any vehicle whose investment decision is subject to its influence are considered to be the same investor. Investment funds whose investment decisions are made by the same manager shall not be considered a single investor for the purposes of this paragraph, provided that the operations are framed in the respective investment policies of each fund. The seal provided for in this paragraph does not apply in the following cases: **(i)** transactions carried out by legal entities in the exercise of the activity of market maker of common shares issued by the Company, as defined in the specific standard; **and (ii)** transactions subsequently covered by market acquisition of the total amount of common shares issued by the Company corresponding to the uncovered position up to a maximum of two trading sessions before the date of fixing the Price per Share.

VI. RIGHTS, ADVANTAGES AND RESTRICTIONS OF SHARES

The Shares (considering the Additional Shares) will confer to their holders the same rights, advantages and restrictions conferred on the current holders of common shares issued by the Company, in accordance with the terms set forth in the Bylaws, the Corporation Law and the *Novo Mercado* Regulation, as in force on this date.

For more information on the rights, advantages and restrictions of the Company's common shares, see item "12.9 *Valores mobiliários – Outras informações relevantes*" of the Company's reference form (*formulário de referência*), prepared in accordance with Annex C of CVM Resolution No. 80, March 29, 2022 (the "**Reference Form**").

Additionally, within the scope of the Offering, the Company, the Reference Shareholders and the member of management of the Company will not enter into instruments or undertake the obligation, before the Lead Coordinator, not to sell, negotiate or carry out certain transactions that may result in the direct or indirect transfer of shares or securities related to the Company. For information on the absence of a Lock-up of Shares, see the risk factor "*A emissão, venda ou a percepção de potencial venda de quantidades significativas de Ações após a conclusão da Oferta por parte da Companhia, dos Acionistas de Referência e de seus administradores devido à ausência de celebração de acordo de restrições à alienação de ações (Lock-up), poderá impactar adversamente o valor das Ações e o valor de mercado da Companhia*" included in item "12.9. *Valores mobiliários – Outras Informações Relevantes*" of the Reference Form.

VII. RIGHTS, ADVANTAGES AND RESTRICTIONS OF THE SUBSCRIPTION RECEIPTS

Subscription receipts will grant their holders only the right to be replaced by Warrants of the respective series after Approval of the New Authorized Capital Limit, if it occurs.

The Subscription Receipts will remain blocked for any type of transfer until the Approval of the New Authorized Capital Limit and its replacement in Warrants as described in item "*II. Corporate Approvals*" above.

For additional information about the rights, advantages and restrictions of subscription receipts, see the item "*Fatores de Risco Relacionados à Oferta, às Ações e aos Bônus de Subscrição*" – "*Até que a Aprovação do Novo Limite de Capital Autorizado seja aprovada em AGE, parte dos Bônus de Subscrição poderá ser representada por Recibos de Subscrição. Caso não ocorra a Aprovação do Novo Limite de Capital Autorizado, os Bônus de Subscrição serão canceladas*" of the Memorandum.

VIII. WARRANTS

Within the scope of the Offering, the Company approved, at a meeting of the Board of Directors held on May 29, 2025, the issuance and allocation of the Warrants in 10 series, without issuance price, as an additional advantage to the Subscribers of the Shares in the Offering, and for each Shares (including Additional Shares) subscribed to the Offering, Warrants will be granted in the proportion defined below for each of its series, totaling the issuance of up to 50.680.267 Warrants (without regard to Additional Shares) and up to 152.040.815 Warrants (considering Additional Shares). Until Approval of the New Authorized Capital Limit, a portion of the Warrants will be represented by Subscription Receipts as indicated below.

The Warrants will have the features described below.

Series	Amount of Shares	Amount of Warrants (1)	Price of Exercise	Exercise period	
				Start Date	Due date
First Series	Each 1 (one) Share (including Additional Shares)	0.35	R\$11.19	From the start date of the trading of the Warrants – First Series object of the Offering at B3	August 1, 2025
Second Series	Each 1 (one) Share (including Additional Share)	0.35	R\$12.75	From the start date of the trading of the Warrants – Second Series object of the Offering at B3	September 5, 2025
Third Series	Each 1 (one) Share (including Additional Shares)	0.34	R\$14.41	From the start date of the trading of the Warrants – Thirds Series object of the Offering at B3	October 3, 2025
Fourth Series(2)	Each 1 (one) Share (including Additional Shares)	0.33	R\$16.18	From the start date of the trading of the Warrants – Fourth Series at B3	November 7, 2025
Fifth Series(2)	Each 1 (one) Share (including Additional Shares)	0.33	R\$18.05	From the start date of the trading of the Warrants – Fifth Series at B3	December 5, 2025
Sixth Series(2)	Each 1 (one) Share (including Additional Shares)	0.27	R\$23.49	From the start date of the trading of Warrants – Sixth Series at B3	February 6, 2026
Seventh Series(2)	Each 1 (one) Share (including Additional Shares)	0.26	R\$26.05	From the start date of the trading of Warrants – Seventh Series at B3	April 3, 2026
Eighth Series(2)	Each 1 (one) Share (including Additional Shares)	0.26	R\$28.75	From the start date of the trading of Warrants – Eighth Series at B3	June 5, 2026
Ninth Series(2)	Each 1 (one) Share (including Additional Shares)	0.25	R\$31.58	From the start date of the trading of Warrants – Ninth Series at B3	August 7, 2026
Tenth Series(2)	Each 1 (one) Share (including Additional Shares)	0.24	R\$34.55	From the start date of the trading of Warrants – Tenth Series at B3	October 2, 2026

⁽¹⁾ Amount is subject to any adjustments as a result of any Adjustment Event (as defined below).

⁽²⁾ In the event that all Shares subject of the Offering are placed, including Additional Shares, the Warrants in this series may be represented by Subscription Receipts as described in item “VII. Rights, Benefits and Restrictions of the Subscription Receipts” above. In any case, as the actual definition of the series that will be represented by Subscription Receipts depends on the total volume of the Offering, and conclusion of the Bookkeeping Procedure, the information above may be subject to adjustments, such information will be contained in the relevant fact of the Price per Share.

If there are: (i) reverse stock splits, stock splits, bonuses (*bonificação*) of Shares until the Exercise Date (as defined below) of the respective series, the Amount of Shares (as defined in the table above) of the respective series and/or the Exercise Price (as defined in the table above) of the respective series will be automatically adjusted in proportion to the reverse stock split(s), stock split(s) or bonus(es) occurred until the date of exercise of the respective series, on the date on which the Shares (including Additional Shares) then in circulation are traded “ex” on the spot market; and (ii) dividend distribution, interest on equity or other income in cash to which the Shares are entitled (“I”II”), the Exercise Price of the respective series will be automatically adjusted on the date on which the Shares then existing are traded “ex” in the spot market, by deduction of the amount corresponding to the allowance of the Exercise Price, provided that the Exercise Price of the respective series may not be less than R\$ 0.01 (the “Adjustment Event”).

The terms defined in capital letters below, when used without mentioning a specific series, should be understood as applicable in the case of each respective series of Warrants and Subscription Receipts, as appropriate.

Form of exercise: The Warrants of the respective series may be exercised, in the exercise period of the respective series, as defined in the table above (each being an “**Exercise Period**”), as long as on a Business Day, at the sole discretion of the respective holder, upon request for exercise, subject to the exercise procedures set forth below.

Date of exercise: The request for the exercise of the Warrants of the respective series shall be made on a Business Day by the respective holder in writing to the Bookkeeping Agent (as defined below), with a copy to the Company, or through the Custodian (as defined below) within the Depository Central (as defined below), as the case may be, during the period of exercise of the respective series (the “**Exercise Date**”), the rules and procedures of the Bookkeeping Agent and the Depository Central, as the case may be. In this particular, if the Warrants of the respective series:

- If you are not custodian of the Depository Central, the exercise request must be made by the last Business Day of any Weekly Period of the respective series (as defined below); or
- If you are in custody at the Depository Central, the exercise request must be made until the penultimate Business Day of any Weekly Period of the respective series.

Subscription of the Shares: The subscription of the shares arising from the exercise of each Warrants will take place at the time of the exercise of the right and the payment of the shares then subscribed will take place in national currency, subject to the rules and procedures proper to the Custodian and the Depository Central, as the case may be.

Issuance of Shares and Ratification of Capital Increase: the Board of Directors of the Company shall approve the capital increases corresponding to the amount of Warrants of effectively exercised on the prior week (each of these successive weekly intervals, the “**Weekly Period**”).

In the event that, at every Weekly Period:

- At least 1 Warrant is exercised, the Board of Directors of the Company shall approve and ratify a capital increase of the Company, within the limit of the authorized capital provided for in the Bylaws, by issuing the amount of Shares corresponding to the sum of the Amount of Shares of the respective series to which the Warrants of the respective series exercised in the respective Weekly Period of the respective series (each of these meetings of the Board of Directors of the Company, “**Warrants Exercise RCA**”). For all legal purposes, the Warrants of the respective series that are exercised in a certain Weekly Period of the respective series will only be converted into Shares on the date of completion of the corresponding RCA of the exercise of the Warrants; or
- No Warrants is exercised in the respective series, the corresponding RCA of the exercise of the Warrant will not be performed.

Share Credit: The Shares subscribed as a result of the exercise of the Warrants of the respective series will be credited on behalf of the respective subscribers on the date of realization of the corresponding Warrants Exercise RCA (each, a “**Credit Date**”), provide that each Warrants Exercise RCA must be carried out on the first Business Day after the end of the respective Weekly Period.

Rights of the Shares: The Shares subscribed and paid-in as a result of the exercise of the Warrants of the respective series will confer to their holders, from the date of realization of the Warrants Exercise RCA, the same rights, advantages and restrictions conferred on the then shareholders of the Company, under the terms of the Bylaws, the Corporate Law, and the *Novo Mercado* Regulation, as in force on the date of the corresponding Warrants Exercise RCA.

Changes in the features of the Warrants: Any changes in the features of the Warrants of the respective series, as originally approved by the Board of Directors, will be fully effective in relation to all Warrants then existing, as long as approved by the Board of Directors of the Company and approved by the majority of the Warrants holders of the respective series present to the special meeting of Warrants holders of the respective series specially convened for this purpose.

Share Fractions Treatment: The amount of Shares in the respective series resulting from the exercise of the Warrants in the respective series must always correspond to an integer number. For investors who hold more than one Warrant of the respective series, the totality of the Warrants of the respective series held and exercised by the same holder in the period of exercise of the respective series shall be considered. In the event that the exercise of Warrants of the respective series results in a Share fraction, the corresponding amount of Shares of the respective series (as defined in the table above) shall be delivered to the respective holder, as rounded to **(i)** plus, if the fraction is greater than 0.5; **or (ii)** less if the fraction is 0.5 or less.

Warrants are autonomous securities and unlinked to the Shares and will be delivered to the respective Subscribers on the Business Day following the Offering Settlement Date and will be registered for trading in the secondary market in the special listing segment of B3, pursuant to the *Novo Mercado* Regulation.

Additional information related to the exercise procedure of the Warrants, including any adjustments of an operational nature, will be disclosed by the Company in advance by means of notice to the holders of Warrants of the respective series.

The issuance of Warrants that may replace Subscription Receipts (including those relating to Additional Shares, as the case may be) is subject to the Approval of the New Authorized Capital Limit. For this reason, the settlement of certain series of Warrants may be partially carried out through the delivery of Subscription Receipts, and Subscription Receipts cannot be replaced by Warrants underlying them until the Approval of the New Authorized Capital Limit.

Within the term of 3 Business Days from the date of Approval of the New Authorized Capital Limit, the Warrants will be released for trading in the secondary market in the special listing segment of B3, pursuant to the *Novo Mercado* Regulation.

If AGE is not installed, on first or second call, or, if installed, if the Approval of the New Authorized Capital does not occur, there will be no conversion of the Subscription Receipts into Warrants of the respective series, and the Subscription Receipts will be automatically canceled. In the event of cancellation of Subscription Receipts and, consequently, of the respective series of Warrants, the Company and the Lead Coordinator shall not be liable for any losses and damages incurred by Professional Investors and Shareholders.

IX. RIGHTS, BENEFITS AND RESTRICTIONS OF THE WARRANTS

Each Warrant **(i)** represents the irrevocable and irreversible right of the beneficiary in relation to the subscription of the amount of common shares issued by the Company corresponding to each Warrants series, at the respective Exercise Price and in the applicable Exercise Period for the respective series, as described in item “*VIII. Warrants*” above; **(ii)** may be exercised by sending a notification from the beneficiary to the Company or its Custodian on the date of exercise, as appropriate; **(iii)** shall be nominative and in book-entry form; **(iv)** may be negotiated individually as of June 16, 2025 for the Warrants; **and (v)** will grant their respective holders the right to vote at the general meeting of Warrants holders. The procedures for the exercise of the Warrants will be informed in due time by means of notice to the Warrants holders.

Warrants do not give their respective holders the right to dividends, interest on equity or any other right conferred on the Company’s Shareholders. The shares subscribed as a result of the exercise of the Warrants will confer to their holders the same rights, advantages and restrictions conferred on the other holders of common shares issued by the Company, under the terms provided for in its Bylaws, in the Corporation Law and in the *Novo Mercado* Regulation, as in force on this date, among which stand out the right to receive full dividends and other distributions pertinent to the common shares issued by the Company that will be declared by the Company from the date of exercise of the Warrants and the other rights described in item “*VI. Rights, Advantages and Restrictions of the Shares*” above.

After each period of exercise of the respective series, as the case may be, the respective Warrants that are not exercised shall be terminated in full right.

X. DISTRIBUTION PLAN

The Lead Coordinator and, in the case of the Priority Offering, the Custodian, will place the Shares (considering the Additional Shares) in Brazil, observing the provisions of the B3 Chamber MOP, to the Shareholders, through the Priority Offering, and to the Professional Investors, through the Professional Offering (as defined below).

If the investment value in the Shares indicated by Shareholders in their respective Priority Subscription Requests, observing the respective Proportional Subscription Limits, is sufficient to subscribe to all Shares (considering the Additional Shares), there will be no Shares to be allocated to Professional Investors. However, if, after the Priority Offering is met, there are Shares (considering the Additional Shares) not allocated in the Priority Offering, such Shares will be exclusively intended for Professional Investors (the “**Professional Offering**”).

If the number of Shares (considering the Additional Shares) object of investment intentions received from Professional Investors during the Bookbuilding Procedure exceeds the Total Shares (considering the Additional Shares) remaining after the Priority Offering, under the terms and conditions described above, priority will be given to the fulfillment of investment intentions of Professional Investors, at the sole discretion of the Company and the Lead Coordinator, taking into account client relations and other considerations of a commercial or strategic nature, pursuant to article 49 of CVM Resolution 160 and the Brazilian Placement Agreement.

The subscription of the Shares (considering the Additional Shares, if any) by Professional Investors will be formalized, in accordance with Article 85, paragraph 2, of the Corporation Law, through the registration system of B3, being, therefore, the submission of a subscription bulletin and/or acceptance term of the Offering is waived, pursuant to Article 9, paragraph 3, of CVM Resolution 160.

Additionally, the Subscription of Shares (considering the Additional Shares, if applicable) by Shareholders, within the scope of the Priority Offering, will be formalized through the Priority Subscription Request. In accordance with Article 85, paragraph 2, of the Corporate Law and CVM Resolution No. 27, of April 8, 2021, as amended, the signature of the priority subscription application (as defined below) it will be the document by which the Shareholder will accept to participate in the Priority Offer, and subscribe and integrate to Shares that will be allocated. Thus, the subscription of the Shares (considering the Additional Shares, if applicable) by

Shareholders will be formalized through the Priority Subscription Request and the registration system of B3, and, therefore, the presentation of a subscription bulletin is waived.

XI. PRIORITY OFFERING PROCEDURE

In the context of the Priority Offering, all Shares (considering the Additional Shares) will be distributed and intended primarily for public placement with Shareholders who are legally qualified and who make subscription requests by filling out a specific form (the “**Priority Subscription Request**”), with a custodian holding access authorization for custody of assets at the B3 environment, duly qualified to act in the exercise of the right of priority in the scope of public offerings of shares, pursuant to the B3 Chamber MOP (the “**Custodian**”), during the period between June 4, 2025 inclusive and June 10, 2025 inclusive (the “**Priority Subscription Period**”).

To ensure the participation of Shareholders in the Priority Offering, it will be used as base the shareholding of the respective shareholders verified in the positions in custody **(i)** at the end of the day of June 3, 2025, after the closing of the market (the “**First Cut-Off Date**”), **(a)** in the Depositary Central of Assets of B3 (the “**Depositary Central**”); **and (b)** in BTG Pactual Serviços Financeiros S.A. DTVM, an institution responsible for the bookkeeping of the common shares issued by the Company (the “**Bookkeeping Agent**”); **and (ii)** at the end of the day of June 9, 2025, after the closing of the market (the “**Second Cut-Off Date**”), **(a)** at the Depositary Central; and **(b)** at the Bookkeeping Agent. The Priority Offering will be allocated to Shareholders, and its proportional subscription limit (as defined below) will be calculated according to the amount of shares held by Shareholders on the Second Cut-Off Date, disregarding the common shares issued by the Company that may be held in treasury.

The Priority Offering will be addressed to the holders of common shares issued by the Company with a position in custody on the First Cut-Off Date (the “**Shareholders**”), in proportion to their respective shares in the Company’s share capital on the Second Cut-Off Date, disregarding the common shares issued by the Company that may be held in treasury, applied to the amount of Shares, as per the proportional subscription limit described in the paragraph below.

Each Shareholder, provided it is evidenced in the First Cut-Off Date, shall have the right to subscribe **(i)** at least up to 0.195057 Shares for each common share issued by the Company of its ownership on the Second Date of Cut, without considering the placement of the Additional Shares; **and (ii)** maximum, up to 0.585170 Shares for each common share issued by the Company of its ownership on the Second Cut-Off Date, considering the placement of all Additional Shares (the “**Proportional Subscription Limit**”). If the relationship results in a share fraction, the proportional subscription limit will be limited to the whole number calculated, without rounding, disregarding any additional shares of Shares and disregarding the ordinary shares issued by the Company, eventually held in treasury. In addition, given that the effective proportional subscription limit to be considered for each Shareholder will be subject to the definition of the amount of Additional Shares to be effectively placed within the scope of the Offering, if any, it should be noted that the maximum value indicated in item **(ii)** above considers the placement of all Additional Shares, being certain that the effective proportional subscription limit will **be (a)** in case of non-placement of the Additional Shares in an amount equivalent to that indicated in item **(i)** above; **or (b)** in case of partial placement of the Additional Shares, in amount greater than that indicated in item **(i)** above, but less than that indicated in item **(ii)** above.

In the scope of the Priority Offering, there is no minimum amount of Shares to be subscribed by Shareholders, and the maximum amount is subject to the respective Proportional Subscription Limit. Full and priority attendance of all Priority Subscription Requests will be ensured up to the proportional subscription limit of each Shareholder and, therefore, no equity valuation will be carried out within the Priority Offering.

Shareholders who wish to exercise the Priority Rights and participate in the Priority Offering shall be subject to the internal rules and procedures of the respective Custodians, representatives of non-resident investors and B3, in particular to the rules and regulations applicable to the Depositary Central, and none of the Company, the Lead Coordinator or B3 shall have any responsibility for any losses, demands, damages, damages or obligations arising from the failure by Shareholders to meet the requirements for the exercise of the Priority Right and, consequently, of their participation in the Priority Offering. To do so, Shareholders who wish to exercise their right of priority and participate in the Priority Offering must register or, if they are already registered, certify that their respective registrations are updated before a Custodian, through which they wish to make their requests for priority subscription.

It will be the responsibility of each Shareholder to take the appropriate measures to effect or update its registration, as the case may be, with the Custodian in a timely manner to allow the execution of the Priority Subscription Request during the Priority Subscription Period, observing the procedures of each Custodian, as well as the procedures provided for in this Material Fact.

The Custodian shall act with the strict purpose of attending Shareholders in the scope of the Priority Offering, and in no event shall they be able to make any kind of effort to sell or place the Shares (considering the Additional Shares), since the Professional Offering (as defined below) is intended, exclusively, for Professional Investors, being guaranteed to the Shareholders only the priority in the subscription of the Shares (considering the Additional Shares).

In view of the operational procedures adopted by each Custodian, Shareholders wishing to participate in the Priority Offering are recommended to contact the Custodian of their choice before making their respective Priority Subscription Requests, **to (i)** verify the need for the maintenance of resources in account opened and/or maintained in it, for the purposes of guaranteeing their

respective Priority Subscription Requests; **(ii)** verify the possibility of the advance debit of the account by the Custodian; **(III)** obtain more detailed information about the deadlines established for the execution of the Priority Subscription Request, in compliance with the operational procedures adopted by each Custodian, as well as the procedures provided for in the B3 Chamber MOP and in this Material Fact; and, if applicable; **(IV)** update and/or register with that Custodian. Shareholders who wish to participate in the Priority Offering, and whose shares are under custody of the Bookkeeping Agent, are recommended to ensure that their respective records are updated with the Bookkeeping Agent, observing the procedures for the Priority Offering described in this Material Fact.

Additionally, Shareholders may not subscribe to Shares (considering the Additional Shares) by exercising the Priority Right if such subscription violates the law of the jurisdiction in which the Shareholder is domiciled or requires the registration of the Shareholder under any legislation other than Brazilian law, including the Securities Act. **It is the responsibility of each Shareholder to review and determine their eligibility to exercise its Priority Right and, consequently, their participation in the Priority Offering under the legislation of its jurisdiction.**

Priority subscription requests are irrevocable and untreatable, subject to the conditions of the priority subscription application instrument itself and in accordance with the following conditions:

- (i)** observing the Proportional Subscription Limit, each Shareholder interested in participating in the Priority Offering must make the respective Priority Subscription Request with a single Custodian, upon completion of the Priority Subscription Period, indicating the amount of Shares it wishes to subscribe through the Priority Subscription Request, and the Shareholder may provide, in the Priority Subscription Request, a maximum price per Share as a condition of effectiveness of its Priority Subscription Request, without the need for further confirmation. If the Shareholder chooses to set a maximum price per Share on the Priority Subscription Request and the Price per share is set at a value higher than stipulated, the Priority Subscription Request of this Shareholder will be automatically canceled by the respective Custodian who has received it. The Custodian will only attend to the Priority Subscription Requests made by Shareholders holding an account with them opened or maintained by the respective Shareholder;
- (ii)** Shareholders may assign their respective Priority Rights, in whole or in part, only among the Shareholders themselves, or to vehicles whose ultimate beneficiary is the Shareholder itself, thus identified in the First Cut-Off Date, provided that: **(I)** they enter into the “*Instrumento Particular de Cessão de Direitos de Prioridade*”, according to the template that will be made available on the websites of B3 (www.b3.com.br) and of the Company (<https://ri.meliuz.com.br/>) (the “**Term of Assignment**”); **and (ii)** exclusively on the date of June 3, 2025, until 17:00 hours (Brasília time) (“**Priority Right Assignment Date**”), deliver to the Lead Coordinator (through the following e-mail: ol-cessaodedireitos@btgpactual.com , with a copy for Olecm@btgpactual.com) a copy of the duly signed term of transfer, with a recognized firm or a legally valid digital signature, and, in the case of legal entities, accompanied by copies of the documents proving the respective powers of representation. To operationalize and enable the assignment of Priority Rights, if the shares positions of the respective Shareholders ceding on the Second Cut-Off Date are lower than the shares in relation to which the transfers of Priority Rights were made on the Priority Right Assignment Date, the respective terms of assignment shall be ineffective and shall be totally disregarded. **In the event of the assignment of Priority Rights for subscription under the terms described in this item, the same provisions already applicable to Shareholders in the context of the Priority Offering shall apply to the respective transferee Shareholders;**
- (iii)** There is no minimum amount of Shares to be subscribed by Shareholders, but it is certain that the maximum amount of Shares to be subscribed under the Priority Offering is subject to the respective Proportional Subscription Limit;
- (iv)** Shareholders may stipulate the amount of Shares they intend to subscribe, within the scope of the Priority Offering, through the exercise of their respective Priority Rights, only in the fulfillment of Priority Subscription Requests, during the Priority Subscription Period, and without the possibility of further rectification;
- (v)** There will be no possibility of requesting the subscription of remains in the Priority Offering and there will be no apportionment within the Priority Offering; after the allocation of the Shares (considering the Additional Shares, if applicable) in the Priority Offering, according to the Proportional Subscription Limit, the Shares (considering the Additional Shares, if applicable) that may remain will be allocated to the Professional Offering. Shareholders who are legally qualified and who wish to subscribe Shares in excess of their respective Proportional Subscription Limit may participate in the Professional Offering, provided they are Professional Investors and meet the conditions applicable to the Professional Offering;
- (vi)** By 10:00 (Brasília Time) of the Business Day following the announcement of the Commencement Announcement, the B3 will inform the Custodian of the amount of Shares (considering the Additional Shares, if applicable) to be subscribed under the Priority Offering and the respective investment value of each Shareholder;
- (vii)** The amount of Shares (considering the Additional Shares, if applicable) to be subscribed and the respective amount of the investment will be informed to the Shareholder by 16:00 (Brasília Time) of the Business Day following the date of disclosure of the Commencement Announcement, by the Custodian who has received the respective Priority Subscription Request, through its e-mail address, or, in the absence thereof, by telephone or correspondence, the payment being limited to the amount corresponding to the amount of Shares (considering the Additional Shares, if applicable) indicated on the priority subscription

request multiplied by the Price per Share. Full and priority fulfillment of all priority subscription requests will be ensured up to the proportional subscription limit of each shareholder who is legally entitled;

- (viii) Unless otherwise required by the respective Custodian Agent, each Shareholder shall make the cash payment, in national currency, of the amount of the investment informed by the respective Custodian to the Shareholder (as mentioned in item (vii) above), payment to be made to the Custodian with whom he made his respective Priority Subscription Request, in resources immediately available, until 10:00 (Brasília time) of the day June 17, 2025 (the “**Settlement Date**”);
- (ix) The Custodian with which the Priority Subscription Request has been made will deliver, after 16:00 (Brasília time) of the Settlement Date, to each Shareholder who has made the Priority Subscription Request, the number of Shares in the Priority Subscription Request (into temporary assets that will be transformed into shares and warrants, including represented by Subscription Receipts, until 10:00 (Brasília time) on the June 18, 2025 (the “**Warrants Credit Date**”), observing the Proportional Subscription Limit. If the ratio results in a Share fraction, the subscription value shall be limited to the amount corresponding to the largest number of Shares calculated, without rounding, disregarding any Shares fractions. The Shareholder who decides to participate in the Priority Offering will receive, on the Settlement Date, Warrants or Subscription Receipts which will be replaced by Warrants within the term of 3 (three) Business Days of the date of Approval of the New Authorized Capital Limit, under the terms described in item “*VII. Rights, Benefits and Restrictions of the Subscription Receipts*” above;.
- (x) The Custodian who attends to the Priority Subscription Request must, within the time limit and in the amounts established by B3, under the terms of the B3 Chamber MOP, make the deposit of guarantees necessary for the Priority Subscription Requests to be settled, within the period and in the amounts established by B3, pursuant to the B3 Chamber MOP (the “**Guarantee Deposit**”), to qualify for the Priority Offering;
- (xi) In the event that a particular Custodian does not perform the Guarantee Deposit, Priority Subscription Requests signed with this Custodian will be canceled, and none of the Company, the Lead Coordinator or B3 will be liable liability for any losses, demands, damage or damage incurred by the Shareholder who has made his Priority Subscription Request with such Custodian;
- (xii) In the event that a particular Custodian partially carries out the Guarantee Deposit, Priority Subscription Requests received by such Custodian that have not been guaranteed will be canceled by the Custody Agent, and none of the Company, the Lead Coordinator or B3 will be liable for any losses, demands, losses or damages incurred by the Shareholder whose Priority Subscription Request has not been guaranteed under this item;
- (xiii) In the event that the Custody Agent does not cancel Priority Subscription Requests whose value has not been guaranteed under the terms of (xi) and (xii) above, in the form and within the time limit determined by B3, pursuant to B3 Chamber MOP, all Priority Subscription Requests made by the Custodian will be canceled, and none of the Company, the Lead Coordinator or B3 will not be liable for any losses, demands, losses or damages incurred by the Shareholder who has made his Priority Subscription Request with such Custodian;
- (xiv) In the cases provided for in this Material Fact, including those provided for in (i), (xi), (xii) and (xiii) above, the Shareholder who has his Priority Subscription request canceled: **(A)** shall not participate in the Priority Offering; **and (b)** the amounts eventually deposited by such Shareholder shall be returned in full by the Custody Agent who has received the respective priority subscription request, without any remuneration, interest or monetary correction, without reimbursement of costs incurred and with deduction of any taxes or fees that may occur (including, without limitation, any applicable financial movement taxes on amounts paid on the basis of the IOF/Exchange and any other taxes that may be created, as well as those whose current rate will be increased), within a maximum of three working days from the cancellation of the respective priority subscription request;
- (xv) In the event that: **(A)** there is no conclusion of the Offer; **(b)** the placement contract; **(c)** the cancellation of the Offering or revocation of the Offer; or **(d)** any other possibility of returning priority subscription requests based on express legal or regulatory provision, all priority subscription requests will be automatically canceled and the Custody Agent who has received the respective priority subscription request will notify the respective Shareholder of the cancellation of the Offer, which will be deemed to be made by the disclosure of material fact by the Company. If the Shareholder has already made the payment under item (VIII) above, the amounts deposited will be returned, without any remuneration, interest or monetary correction, without reimbursement of costs incurred and with deduction of any taxes or fees that may occur (including, without limitation, any applicable financial movement taxes, on the amounts paid according to the IOF/Exchange and any other taxes that may be created, as well as those whose current rate will be increased), within a maximum period of 3 working days counted from the communication about any of the events mentioned above, being certain that, in the event of cancellation of the Offer, the Company and the Lead Coordinator shall not be liable for any losses, demands, damages or damages incurred by the Shareholders; and
- (xvi) Shareholders interested in making Priority Subscription Requests are recommended to: **(A)** carefully **read (i)** the terms and conditions set out in the priority subscription request, especially the procedures relating to the settlement of the Offering and the mandate clause, through which, when making the Priority Subscription Request, the Shareholder will automatically

appoint as its attorney the Custodian who has received the respective Priority Subscription Request; **and (ii)** the information contained in this Material Fact; **(B)** verify with the Custodian of your choice, before making your Priority Subscription Request, if this, at its sole discretion, will require the maintenance of resources in account open and/or maintained therein, for the purpose of guaranteeing the Priority Subscription Request; **(C)** contact the Custodian of your choice to obtain more detailed information about the deadline set by the Custodian for the fulfillment of the Priority Subscription Request or, if applicable, to take appropriate steps to register or update your registration, as the case may be, with the Custodian in a timely manner to allow the execution of the priority subscription application, during the Priority Subscription Period, observing the operational procedures adopted by each Custodian and the procedures provided for in the B3 Chamber MOP and in this Material Fact; **(D)** If the common shares issued by the Company, of its ownership, are held with the Bookkeeping Agent, make sure that their respective records are updated with the Bookkeeping Agent, observing the procedures for the Priority Offering described herein; **and (e)** If the ordinary shares issued by the Company, of its ownership, are held in B3, make sure that their respective records are updated in one of the Custodian, observing the procedures for the Priority Offering described here. Additionally, it is recommended that Shareholders interested in participating in the Priority Offering read the information contained in the Reference Form, in particular, but without restriction, the risk factors described in “section 4. ” Risk Factors (*Fatores de Risco*), as well as “sections 1. Activities of the Issuer (*Atividades do Emissor*)” and “12.9 – Capital Social and Securities – Other Relevant Information (*Capital Social e Valores Mobiliários – Outras Informações Relevantes*)”, which includes additional and complementary information to this relevant fact. **The Custodians shall act with the strict purpose of meeting the Shareholders’ right of priority, and in no event shall they be able to make any kind of effort to sell or place the Shares (including Additional Shares).**

Shares (considering the Additional Shares) that are not subscribed by Shareholders in the Priority Offering will be intended exclusively for Professional Investors within the scope of the Professional Offering.

XII. PARTIAL DISTRIBUTION

Partial distribution within the scope of the Offering shall not be allowed. Thus, if there is no demand for the subscription of the Shares initially offered (without considering the Additional Shares) by Shareholders and/or Professional Investors until the date of completion of the Bookbuilding Procedure, under the terms of the Brazilian Placement Agreement, the Offering will be canceled, and all Priority Subscription Requests and all investment intentions of Professional Investors will be automatically canceled. In this case, the amounts eventually deposited by the Shareholders and/or Professional Investors shall be returned in full by the respective Custodians or by the Lead Coordinator, as the case may be, without any remuneration, interest or monetary correction, without reimbursement of costs incurred and with deduction of any taxes or fees that may occur (including, without limitation, any applicable financial movement taxes on amounts paid on the basis of the IOF/Exchange and any other taxes that may be created, as well as those whose current rate will be increased), within 3 Business Days from the date of disclosure of the Material Fact communicating the cancellation of the Offering. In the event of cancellation of the Offering, none of the Company and the Lead Coordinator shall be liable for any losses, demands, damages or damages incurred by the respective investors.

If the investor conducts negotiations whose liquidation would depend on the delivery of ordinary shares issued under the Offering and the Offering does not materialize, the investor (whether a Shareholder or a Professional Investor) may be negatively affected. The Company and the Lead Coordinator shall not be liable for any losses and damages incurred by investors.

XIII. ESTIMATED OFFERING TIMELINE

Below is an estimated schedule of the main stages of the Offering, informing its main events from this date:

	Events	Date of completion/ Expected date(1)
1	<ul style="list-style-type: none"> Meeting of the Board of Directors of the Company Approving the Realization of the Offering Application for Automatic Registration before CVM (before market opening) Disclosure of this Material Fact of the Offering 	May 29, 2025
2	<ul style="list-style-type: none"> Disclosure of the Notice to the Market Start of Presentations for Potential Investors (Roadshow)⁽²⁾ Start of the Bookbuilding Procedure 	May 30, 2025
3	<ul style="list-style-type: none"> First Cut-Off Date of the Priority Offering Priority Right Assignment Date 	June 3, 2025
4	<ul style="list-style-type: none"> Start of the Priority Subscription Period 	June 4, 2025

5	• Second Cut-Off Date of the Priority Offering	June 9, 2025
6	• Termination of the Priority Subscription Period	June 10, 2025
7	<ul style="list-style-type: none"> • Closing of Presentations for Potential Investors (<i>Roadshow</i>) • Closure of the <i>Bookbuilding</i> Procedure • Fixing the Price per Share • Meeting of the Board of Directors of the Company Approving, among other matters, the Price per Share, the Increase in the Company's Share Capital, the issuance of the Subscription Warrants and the Ratification of the Capital Increase • Registration of the Offering by CVM • Disclosure of Relevant Fact of Price per Share • Disclosure of the Commencement Announcement • Signature of the Brazilian Placement Agreement and other Documents Related to the Offering 	June 12, 2025
8	• Start Date of trading of the Shares and Warrants at B3	June 16, 2025
9	• Settlement Date of Shares and Warrants	June 17, 2025
10	• Date of Credit of Warrants and Shares (including Additional Shares) in the Custody Accounts of Shares Subscribers	June 18, 2025
11	• Date to Hold AGE to Resolve the Approval of the New Authorized Capital Limit (1 st Call)	June 20, 2025
12	• Deadline for Conversion of Subscription Receipts into Warrants (considering the holding of the AGE at 1 st call)	June 25, 2025
13	• Deadline for Disclosure of the Closing Announcement	December 9, 2025

⁽¹⁾ All dates provided for future events are indicative only and are subject to changes, suspensions, extensions and advances without notice, at the discretion of the Company and the Lead Coordinator. In addition, such schedule may be changed if circumstances change, revocation or modification of the Offering occur. Any changes to the Offering Timeline will be disclosed by means of a statement posted on the Company's websites, CVM and B3.

⁽²⁾ Presentations to potential investors (*roadshow*) will be held in Brazil and abroad.

The start date of the trading of Warrants as a result of the conversion of Subscription Receipts (if any) will be informed in Notice to Shareholders to be disclosed by the Company, observing the performance of the Act for approval of the New Authorized Capital Limit .

XIV. DISTRIBUTION COSTS

Fees, taxes, fees and other withholding fees due to the Lead Coordinator and expenses with independent auditors, lawyers, consultants, fees (including those of CVM, B3 and ANBIMA), translations and advertising related to the Offering will be paid by the Company pursuant to the terms of the Brazilian Placement Agreement.

For additional information about the cost of distributing the Offer, see item "12.9. *Securities – Other Relevant Information (Valores mobiliários – Outras informações relevantes)*" of the Reference Form.

XV. CAPITALIZATION

For information about the impacts of the Offering on the Company's capitalization, see item "12.9. *Securities – Other Relevant Information (Valores mobiliários – Outras informações relevantes)*" of the Reference Form.

XVI. DILUTION

Shareholders who choose not to participate in the Priority Offering or exercise their Priority Right by subscribing to the amount of Shares below their Proportional Subscription Limit will be diluted after the conclusion of the Offer. Additionally, Professional Investors participating in the Offering may be immediately diluted in their investment, calculated by the difference between the Price per Share paid by investors in the scope of the Offering and the accounting equity value per share issued by the Company immediately after the Offering.

For information about the dilution of the value of the Company's common shares issued as a result of the realization of the Offer, see item "12.9. *Securities – Other Relevant Information (Valores mobiliários – Outras informações relevantes)*" of the Reference Form.

XVII. USE OF PROCEEDS

The Company intends to use the net proceeds resulting from the Offering fully to carry out acquisitions of Bitcoin, seeking a long-term return on the said asset, in order to consolidate Bitcoin as the main strategic asset of the Company's treasury.

For more information about the allocation of the Offering resources, see item "12.9. Securities – Other Relevant Information (Valores mobiliários – Outras informações relevantes)" of the Reference Form.

XVIII. MARKET MAKER

According to the material fact released on October 22, 2024, the Company hired **BTG PACTUAL CORRETORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.**, with headquarters in city of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, 3.477, 14th floor, part, CEP 04538-133, enrolled with the CNPJ/MF under the° n 43,815,158 0001/22-B3, to exercise the role of market maker of its shares within the scope of CVM Resolution No. 33 of June 10, 2022, the "Regulation of the Market Maker" (*Regulamento do Formador de Mercado da B3*), "B3 Operations Regulation" (*Regulamento de Operações da B3*) and other applicable rules and regulations, for a period of twelve (12) months from hiring, being extendable by means of an addendum between the parties.

XIX. ADDITIONAL INFORMATION

For the purposes of the provisions of this Material Fact, "Business Day(s)" shall be considered any day other than Saturday, Sunday or national holiday or, still, when there is no bank office in the city of São Paulo, State of São Paulo.

Participation in the Offering is not allowed to investors other than Professional Investors, except Shareholders, under the Priority Offering. The decision to invest in the Shares (including the Additional Shares) requires specific experience and knowledge that allows the investor a detailed analysis of the Company's business, its market and the risks inherent in the Company's business, which may even cause the total loss of the invested amount. It is recommended that Shareholders and Professional Investors interested in participating in the Offering consult their lawyers, accountants, financial consultants and other professionals who deem necessary to assist them in the assessment of the risks inherent to the Company's business and the investment in the Shares (considering the Additional Shares).

Investment in Shares (including Additional Shares) represents a risk investment, since it is an investment in variable income and thus Shareholders and Professional Investors wishing to invest in Shares (including Additional Shares) are subject to equity losses and risks, including those related to the Company's common shares of issuance, the Company, the sector in which the Company operates, the Company's shareholders and the macroeconomic environment of Brazil and international, and these risks must be carefully considered before making an investment decision. Investment in Shares (including Additional Shares) is therefore not appropriate for Shareholders and Professional Investors to be averse to risks related to capital market volatility or related to asset liquidity.

This Material Fact should not, under any circumstances, be considered a recommendation for investment in Shares (or Additional Shares). When deciding to invest in the Shares, Professional Investors and Shareholders should carry out their own analysis and evaluation of the Company's financial situation, its activities and the risks arising from the investment in the Shares (considering the Additional Shares).

This Material Fact is for informational purposes only and does not constitute an offer to sell securities abroad, including in the United States of America or any other jurisdiction. This Material Fact shall not under any circumstances be considered and/or construed as, or constitute, a recommendation for investment or offer of sale, solicitation or offer to purchase any securities issued by the Company. No Company's securities may be offered or sold in the United States of America without registration or exemption from registration under the Securities Act.

THE COMPANY AND THE LEAD COORDINATOR RECOMMEND THAT SHAREHOLDERS AND PROFESSIONAL INVESTORS INTERESTED IN PARTICIPATING IN THE OFFERING READ CAREFULLY AND CAREFULLY THE TERMS AND CONDITIONS OF THE OFFER, ESPECIALLY THE PROCEDURES RELATING TO THE PAYMENT AND FIXING OF THE PRICE PER SHARE AND THE SETTLEMENT OF THE PRIORITY OFFER, THE INFORMATION CONTAINED IN THIS MATERIAL FACT, AS WELL AS THE NOTICE TO THE MARKET AND THE REFERENCE FORM, WHICH CONTAINS THE ADDITIONAL AND COMPLEMENTARY INFORMATION TO THIS RELEVANT FACT, ESPECIALLY THE RISK FACTORS DESCRIBED IN SECTION "4. FATORES DE RISCO", AS WELL AS SECTION "12. CAPITAL SOCIAL E VALORES MOBILIÁRIOS", BEFORE ANY INVESTMENT DECISION IS TAKEN.

The Company will keep its shareholders and the market in general informed about the Offering process, in accordance with the applicable regulations. Additional information may be obtained from the Company's Investor Relations Department or from the CVM websites (www.gov.br/cvm), B3 (www.b3.com.br) and the Company (<https://ri.meliuz.com.br/>).

Marcio Loures Penna

Investor Relations and Corporate Governance Officer