TABLE OF CONTENTS:

MÉLIUZ S.A. MATERIAL FACT OR EVENT DISCLOSURE POLICY

CHAPTER I - DEFINITIONS

1.1. Unless defined elsewhere in this Policy, terms beginning with a capital letter, whether in the singular or plural, masculine or feminine, shall have the following meanings:

"Controlling Shareholder" means the shareholder or group of shareholders (bound by a shareholders' agreement or under common control) that exercises the Controlling Power over the Company.

"Directors and Officers" means the members of the Board of Directors, Statutory and Non-Statutory Officers, and members of the Advisory Committees of the Company, statutory and non-statutory, and their respective alternates, as applicable.

"B3" means B3 S.A. – Brasil, Bolsa, Balcão.

"Employees" means all persons who maintain a statutory or employment relationship with the Company and its Controlled Entities, such as: Directors and Officers, full-time and temporary employees, outsourced employees, interns, consultants, advisors, and other collaborators of the Company and its Controlled Entities when they have access to and/or become aware of Material Information (as defined below) of the Company and/or its Controlled Entities.

"Company" means Méliuz S.A.

"Advisory Committees" means any and all advisory committees of the Board of Directors, the Audit Committee, or other committees created with the purpose of assisting the Company and its Directors and Officers in conducting activities in compliance with the Company's policies, codes, and internal regulations, as well as applicable law and regulation, being established on a non-statutory basis, and may or may not be permanent, according to the Company's needs.

"Fiscal Council Members" means the members of the Fiscal Council (when installed, in accordance with applicable law) of the Company and/or its Controlled Entities.

"Controlled Entities" means the subsidiaries and/or companies over which the Company exercises Controlling Power.

"CVM" means the Comissão de Valores Mobiliários (Brazilian Securities and Exchange Commission).

"Investor Relations Officer" or "IRO" means the officer of the Company responsible for providing information to the investing public, the CVM and the B3, as well as for updating the Company's registration as a public company before the CVM.

"Material Information" is deemed to be any decision of a controlling shareholder, resolution of the general meeting of shareholders or of the management bodies of the public company, or any other act or event of a political-administrative, technical, business, or economic-financial nature that has occurred or is related to its business and may materially influence: (i) the price of the securities issued by the public company or referenced thereto; (ii) the investors' decision to buy, sell, or hold such securities; or (iii) the investors' decision to exercise any rights inherent to the condition of holder of securities issued by the company or referenced thereto.

"Brazilian Corporations Law" means Law No. 6,404, of December 15, 1976, as amended.

"Law 6,385/76" means Law No. 6,385, of December 7, 1976, as amended.

"Persons Subject to the Policy" means, when referred to collectively: (i) the Company; (ii) the Controlling Shareholders; (iii) Directors and Officers; (iv) Fiscal Council Members; (v) members of the Company's Advisory Committees, whether statutory or not; (vi) Controlled Entities; and (vii) Employees with access to the Company's Material Information.

"Controlling Power" means the power effectively used to direct the corporate activities and guide the functioning of the Company's management bodies, whether directly or indirectly, de facto or de jure.

"Policy" means this Material Fact or Event Disclosure Policy of the Company.

"CVM Resolution 44" means CVM Resolution No. 44, of August 23, 2021, as amended, which provides for the disclosure and use of information regarding Material Facts or Events relating to public companies.

"Joinder Agreement" means the Joinder Agreement to this Policy, in accordance with the provisions of Article 17, §1º of CVM Resolution 44, the model of which is attached as Appendix I to this Policy.

"Securities" means the securities issued by the Company and its Controlled Entities, as applicable.

CHAPTER II – OBJECTIVE AND SCOPE

2.1. The purpose of this Policy is to ensure that the disclosure of Material Information is carried out in strict compliance with applicable law and regulation, observing the highest standards of governance, transparency, and reliability.

2.2. This Policy applies to the Company and its Controlled Entities, and any references made in this Policy to the Company must be interpreted as a reference to the Company and its Controlled Entities, as applicable.

CHAPTER III – PERSONS SUBJECT TO THE POLICY

3.1. The Persons Subject to the Policy must sign the Joinder Agreement, which must be filed at the Company's headquarters while such persons maintain a relationship with the Company and, for a minimum of 5 (five) years, after the termination of such relationship.

3.2. Persons whom the Company deems necessary or convenient must also adhere to this Policy, by signing the Joinder Agreement.

3.3. The Company will maintain at its headquarters an updated list of the persons who sign the Joinder Agreement, including their respective qualifications, office or position, address, and registration number in the National Registry of Legal Entities (CNPJ) or Individual Taxpayer Registry (CPF), keeping such list available to the CVM.

CHAPTER IV – PRINCIPLES

4.1. This Policy is based on the following principles and objectives:

a) Legal and regulatory compliance: all disclosure must comply with the provisions of CVM Resolution No. 44/2021, as well as the applicable rules of the B3 and other regulatory bodies.

b) Transparency and clarity: information must be disclosed completely, accurately, and accessibly, in clear and understandable language to the market.

c) Equality: disclosure must occur broadly and simultaneously, ensuring equal treatment for all investors.

d) Timeliness: communication to the market must be made at the appropriate time, ensuring that everyone has access to the information in time for decision-making.

e) Prior confidentiality: Material Information must be kept confidential until its effective disclosure to the market, and those involved are responsible for maintaining confidentiality and ensuring the proper use thereof.

f) Good governance practices: the Company must adopt procedures that strengthen its reputation, market confidence, and the integrity of the disclosed information.

CHAPTER V – DEFINITION OF MATERIAL FACT OR EVENT

An act or event is considered material, for the purposes of this Resolution, if it is any decision of a controlling shareholder, resolution of the general meeting of shareholders or of the management bodies of the public company, or any other act or event of a political-administrative, technical, business, or economic-financial nature that has occurred or is related to its business and may materially influence:

I – the price of the securities issued by the public company or referenced thereto;

II – the investors' decision to buy, sell, or hold such securities; or

III – the investors' decision to exercise any rights inherent to the condition of holder of securities issued by the company or referenced thereto.

The following are examples of potentially material acts or events, among others:

A) execution of an agreement or contract for the transfer of the company's controlling interest, even if subject to a condition precedent or subsequent;
B) change in the company's control, including through the execution, amendment, or termination of a shareholders' agreement;
C) execution, amendment, or termination of a shareholders' agreement to which the company is a party or intervening party, or which has been registered in the company's own records;
D) entry or exit of a partner who maintains an operational, financial, technological, or administrative contract or collaboration with the company;
E) authorization for the trading of the company's issued securities in any market, domestic or foreign;
F) decision to promote the cancellation of the public company's registration;
G) merger, consolidation, or spin-off involving the company or affiliated companies;
H) corporate transformation or dissolution of the company;
I) change in the composition of the company's assets;
J) change in accounting criteria;
K) debt renegotiation;
L) approval of a stock option grant plan;
M) change in the rights and advantages of the securities issued by the company;
N) stock split or reverse stock split, or distribution of bonus shares.

CHAPTER VI - RESPONSIBILITIES

5.1. The Investor Relations Officer is responsible for the communication and disclosure of Material Information to the market, the CVM, the B3 and, if applicable, to the other entities administering organized markets where the

Securities issued by the Company are traded, observing the terms and conditions of this Policy and the provisions of applicable law and regulation.

5.2. The Persons Subject to the Policy must immediately communicate to the Investor Relations Officer any Material Information of which they become aware.

5.3. Meetings with trade associations, shareholders, investors, analysts, or a selected public, in Brazil or abroad, concerning matters that may be considered Material Information, must be attended by the Investor Relations Officer or another person designated by them for this purpose. Otherwise, the content must be reported in advance to the Investor Relations Officer, to the extent that it may constitute Material Information, so that the eventual Material Information is disclosed simultaneously to the market, and does not become restricted to, or first known by, those who attended such meeting.

5.4. In case of omission by the Investor Relations Officer in fulfilling their duty to communicate and disclose Material Information, the Persons Subject to the Policy who have personal knowledge of such Material Information and verify such omission, shall only be exempted from liability if they immediately communicate the omission to the CVM.

5.5. The purpose of disclosing Material Information is to ensure the Company's shareholders and investors the availability, in a timely, efficient, and reasonable manner, of the necessary information for their decisions to acquire, hold, and dispose of Securities, ensuring the best possible symmetry in the dissemination of information, thereby preventing the misuse of privileged information in the securities market by persons who have access thereto, for their own benefit or that of third parties, to the detriment of investors in general, the market, and the Company itself.

5.6. Whenever there is doubt regarding the materiality of certain information that may be considered Material Information, the Investor Relations Officer must be contacted so that such doubt may be clarified.

5.7. Material Information is exemplified in the list of Article 2 of CVM Instruction No. 44/21. However, other events not listed in the aforementioned Instruction, or in item V. above, but which may be understood as or related to a possible Material Fact or Event, shall be evaluated on a case-by-case basis by the Investor Relations Officer and the other Directors and Officers, as applicable. Thus, the consideration of an event as Material Information must be made after analyzing its materiality in the context of the Company's ordinary activities and size, as well as previously disclosed information, but never in the abstract, in order to avoid the trivialization of the disclosure of Material Information to the detriment of the quality of the market's analysis of the Company's prospects, observing the provisions of applicable law.

CHAPTER VII – PROCEDURE FOR PREPARATION AND DISCLOSURE OF MATERIAL FACT OR EVENT

6.1. The disclosure of the Material Fact or Event must be made clearly and precisely, in language accessible to the public and to the investor.

6.2 The disclosure of Material Information must occur, whenever possible, before the opening or after the closing of trading sessions on B3 – Brasil, Bolsa, Balcão and, when applicable, on other entities administering organized markets where the Company's Securities are admitted for trading. If the Securities are simultaneously traded on markets in different countries, the disclosure must occur, whenever possible, before the opening or after the closing of business in all markets, with the operating hours of the Brazilian market prevailing in case of incompatibility. Should it be imperative that disclosure occurs during trading hours, the Investor Relations Officer may request, simultaneously with the domestic and foreign market administering entities, the suspension of trading of the Company's Securities for the time necessary for the adequate dissemination of the Material Information, observing applicable regulations.

6.3 The disclosure of Material Facts or Events to the market shall occur as follows:

(i) As stipulated by law and the rules of the Comissão de Valores Mobiliários (CVM);
(ii) On the Méliuz website (https://ri.meliuz.com.br);
(iii) By sending the full Material Fact or Event notice to the CVM and B3 – Brasil, Bolsa, Balcão;
(iv) On the MZ Portal (https://www.mzgroup.com.br/fatos-relevantes)
(v) By sending the full Material Fact or Event notice to the OTC US.

6.4 The Material Fact or Event may cease to be disclosed, in the manner provided for in this Policy, if the persons covered understand that its disclosure will pose a risk to the legitimate interest of Méliuz, in which case the request for exception to the disclosure of the Material Fact or Event must be submitted to the Comissão de Valores Mobiliários, observing the rules of procedure edited for that purpose, as provided for in Chapter IV of CVM Instruction 44.

CHAPTER VIII – DUTY OF CONFIDENTIALITY

7.1. The persons covered by this Policy who become aware of a Material Fact or Event must maintain absolute confidentiality until its disclosure is carried out in the manner provided herein, being jointly and severally liable in case of breach of the duty of confidentiality by their subordinates, employees, or trusted third parties.

7.2 In the event of a leak or indications of a breach of confidentiality regarding Material Information, the person who becomes aware of the fact must immediately communicate it to the Investor Relations Officer, so that they may take the appropriate measures and promote disclosure to the market, pursuant to this Policy and applicable regulation.

CHAPTER IX – GENERAL PROVISIONS

8.1. The Investor Relations Officer is responsible for the execution and monitoring of compliance with this Policy.

8.2. The first version of this Policy was approved at the Company's Board of Directors Meeting held on September 1, 2020. This current version, reviewed by the Company, was approved by the Board of Directors on May 12, 2026, and shall enter into force on the date of its resolution, for an indefinite period.

8.3. Any amendment to this Policy may only be made by the Board of Directors and must be mandatorily communicated to the CVM, the B3, and other entities administering organized markets, if applicable. This Policy may not be amended while pending the disclosure of Material Information that has not yet been disclosed.

8.4. The provisions contained in this Policy do not eliminate the liability arising from legal and regulatory requirements, imputed to third parties not directly connected to the Company and who have knowledge of Material Information.

8.5. The use of information regarding Material Information not yet disclosed to the market, of which the Persons Subject to the Policy have knowledge and must keep confidential, capable of providing, for themselves or for others, undue advantage, through trading, on their own behalf or on behalf of a third party, of Securities, may be subject to sanction by the CVM or, further, be typified as a crime against the capital market. Additionally, cases of insider trading are liable to be subject to a public civil action for liability for damages caused to investors in the securities market, aiming at the protection of the capital market in order to curb criminal practices such as the use of privileged information (insider trading).

8.6. In addition to other sanctions and penalties provided for in applicable law and current regulations, non-compliance with this Policy will be considered grounds for termination by the Company, for just cause, of the legal relationship, whether direct or indirect, between the Company and the legal entity or natural person who has knowledge of Material Information and violates the provisions of this Policy.

8.7. Those responsible for non-compliance with any provisions contained in this Policy shall be obliged to indemnify the Company and/or third parties, fully and without limitations, for any and all losses that the Company and/or third parties may incur and that result, directly or indirectly, from such non-compliance.

8.8. The entire content of this Policy will be disclosed on the Company's website (ri.meliuz.com.br) and on the CVM website (www.cvm.gov.br).

<u>EXHIBIT I</u>

POLICY ON THE USE OF INFORMATION AND DISCLOSURE OF MATERIAL FACT OR EVENT OF MÉLIUZ S.A.

STATEMENT OF ADHERENCE

By this instrument, [full name and qualification], hereinafter referred to as the “Declarant,” in their capacity as a person subject to the Méliuz S.A. Material Fact or Event Disclosure Policy, headquartered at Rua José Versolato, No. 111, CEP: 09750-730, in the City of São Bernardo do Campo, State of São Paulo, registered with the CNPJ/ME under No. 14.110.585/0001-07 (“<u>Company</u>”), hereby declares, through this Joinder Agreement, to have full knowledge of the rules contained in the Policy, prepared in accordance with CVM Resolution 44, of August 23, 2021, as amended, and approved by its Board of Directors on May 12, 2026, a copy of which was received, and undertakes to act on behalf of or in relation to the Company in strict compliance with such rules.

The Declarant further declares to be aware that the violation of the provisions of this Policy constitutes a serious infraction for the purposes provided for in paragraph 3 of Article 11 of Law No. 6,385, of December 7, 1976, as amended.

The Declarant signs this Agreement in the presence of the 2 (two) undersigned witnesses.

Belo Horizonte, [•] day of [•], [•].

____

[•]

Witnesses:

______________________________	______________________________
Name: ID No.:	Name: ID No.: