

SECOND STOCK OPTION PLAN

This Second Stock Option Plan of Méliuz S.A. (the “Plan” and the “Company”, respectively), approved at the Extraordinary General Meeting of the Company held on October 5, 2026, sets forth the principal terms and conditions for the grant of options to purchase common, registered, no-par-value shares issued by the Company (the “Options” and the “Shares”, respectively), pursuant to Section 168, paragraph 3, of Law No. 6,404, dated December 15, 1976, as amended (“Law No. 6,404”), and the current Bylaws of the Company.

1. Objectives of the Plan

1.1. Purpose. This Plan aims to enable the Company, upon satisfaction of the conditions expressly determined by the Board of Directors, to: (a) attract, incentivize, retain, and motivate talent; (b) align the interests of certain Beneficiaries (as defined in Section 2.1 below) with the success of the Company’s business and the returns to its shareholders, thereby motivating them to contribute substantially to the success and growth of the Company; (c) share the risks and rewards of its operations with certain Beneficiaries; and (d) grant long-term incentives to certain Beneficiaries in furtherance of the Company’s business continuity strategy.

2. Eligible Beneficiaries

2.1. Beneficiaries. Officers and directors, including members of the Board of Directors of the Company, as designated and approved by the Board of Directors itself pursuant to Section 3.1(c) below, employees, and/or natural persons who render services to the Company (“Beneficiaries” or “Beneficiary”) shall be eligible to receive grants of Stock Options under this Plan. Upon receiving a Stock Option, the Beneficiary shall enter into an Option Agreement (as defined in Section 4.2), in accordance with the terms of this Plan.

3. Administration of the Plan

3.1. Administration. The General Meeting of Shareholders of the Company shall be exclusively responsible for approving, amending, suspending, or terminating the Plan. However, subject to the general conditions of this Plan, the Company’s current Bylaws, applicable law, and the guidelines set forth by the General Meeting approving this Plan, the administration of this Plan shall be vested in the Board of Directors of the Company, which shall have full power and authority to take all necessary and appropriate actions for the implementation and management of this Plan, including the power to:

- (a) adopt and apply general rules regarding the grant of Options under this Plan, and resolve any questions of interpretation regarding the terms and conditions of this Plan, by resolution adopted at a meeting of the Board of Directors of the Company;
- (b) establish performance goals for departments, divisions, or operations of the Company, which are not tied solely to an individual Beneficiary;

- (c) establish objective criteria for selecting actual Beneficiaries under this Plan, authorize the grant of Options to them, determine all conditions of individually granted Options, and, if necessary, modify the terms of the Options to conform them to applicable law;
- (d) determine the number of Options to be granted to each Beneficiary and/or specific groups of Beneficiaries, subject to the total Share limit provided in Section 5.1 below;
- (e) approve the issuance of new Shares, within the authorized capital limit set forth in the Company's Bylaws, to satisfy the exercise of Options granted under this Plan, regardless of whether treasury shares are available to satisfy such exercise; and
- (f) approve the Option Agreements (as defined in Section 4.2) to be entered into between the Company and the Beneficiaries, subject to the terms and conditions of this Plan.

3.2. Resolutions. All resolutions adopted by the Board of Directors regarding matters related to this Plan shall be binding on the Company.

3.3. Exceptions to the Authority of the Board of Directors. Without prejudice to the provisions of Sections 3.1 and 3.2 above, no decision of the Board of Directors may, except for adjustments permitted under this Plan, (i) increase the limit on shares to be granted to Beneficiaries, as provided in Section 5.1 below; or (ii) without the prior written consent of the Beneficiary, alter or impair any obligations or rights set forth in any Option Agreement.

4. Grant of Stock Options

4.1. Grant. From time to time during the term of this Plan, the Board of Directors of the Company shall designate the Beneficiaries to whom Options shall be granted pursuant to this Plan. Each Option shall entitle the holder thereof to purchase/subscribe for 1 (one) Share.

4.1.1. The exercise price, terms, payment conditions, and exercise conditions of each Option shall be determined by the Board of Directors of the Company upon the grant of each Option, subject to the provisions of this Plan.

4.1.2. Payment of the exercise price of each Option shall be made by the Beneficiary in full in local currency, via wire transfer of immediately available funds to the bank account specified by the Company in the respective Option Agreement entered into between the Company and the applicable Beneficiary.

4.1.3. Options may be acquired and/or exercised in one or more tranches as determined by the Board of Directors of the Company in each Option Agreement executed with the respective Beneficiary.

4.2. Form. The grant of Options under this Plan shall be duly formalized through the execution of a Stock Option Agreement between the Company and each Beneficiary, which shall specify, without prejudice to other conditions determined by the Board of Directors of the Company: (a) the number of Options granted; (b) the vesting conditions for exercising the Options; and (c) the expiration date for exercising the Options ("Option Agreements").

4.2.1. The Board of Directors of the Company may establish different terms and conditions for each Option Agreement, without any requirement to adhere to principles of equality, precedent, or analogy among Beneficiaries, even if they are in similar or identical positions, provided that the terms of this Plan are observed.

4.2.2. The Board of Directors may condition the exercise of Options upon certain performance or other requirements, impose restrictions on the transfer of Shares acquired upon the exercise of Options, and reserve repurchase options and/or rights of first refusal in favor of the Company in the event of any transfer of such Shares by the Beneficiary.

4.3. Disconnection from Compensation. There shall be no mandatory deduction, offset, or requirement for the Beneficiary to apply salary, remuneration, or bonus payments toward the payment of the Option exercise price.

4.4. No Obligation. The grant of an Option shall not create any obligation on the part of the Beneficiary to accept or exercise such Option.

4.5. Nontransferability. Options granted under this Plan are strictly personal to the Beneficiary and shall not be transferable by the Beneficiaries, being exercisable solely by them, except in the case of applicable estate succession.

4.5.1. Exception to Nontransferability. Options granted under this Plan may be transferred (i) by assignment by Beneficiaries to legal entities in which the original Beneficiary holds 100% of the equity interest, and (ii) under applicable estate succession rules.

4.6. Termination. Without prejudice to any contrary provision in this Plan and/or the Option Agreement, Options granted under this Plan shall automatically terminate and cease to have any effect, as a matter of law, in the following events:

- (a) upon full exercise within the respective Vesting Periods (as defined in Section 6.2 below);
- (b) upon expiration of the term for exercising the Options, as defined in each Option Agreement, without the Beneficiary having exercised such Options;
- (c) upon mutual termination of the Option Agreement by the parties thereto or pursuant to its terms;
- (d) under the circumstances described in Section 7 of this Plan and/or any other events set forth in the Option Agreement;
- (e) by mutual agreement between the Board of Directors of the Company and the Beneficiary; and/or
- (f) in the event the Company is dissolved, liquidated, declared bankrupt, or files for judicial or extrajudicial reorganization.

5. Grant Limit and Shares Subject to this Plan

5.1. Share Limit. Options granted under this Plan may confer rights to acquire Shares representing up to 10% (ten percent) of the total number of Shares issued by the Company as of the approval date of this Plan.

5.1.1. If the number, type, or class of Shares existing as of the date specified in Section 5.1 above is altered as a result of stock dividends, stock splits, reverse stock splits, or conversion of shares from one class or type to another or into other securities issued by the Company, the Board of Directors of the Company shall evaluate the need for adjustments to the share limit set forth in Section 5.1 above to prevent distortions in the Plan and detriment to the Company and/or Beneficiaries.

5.1.2. For purposes of the limit set forth in Section 5.1 above, outstanding Options and exercised Options shall count against the limit, while Options that expire, are canceled, or lapse pursuant to Sections 4.6 and 6.2.1 of this Plan shall be restored to the available pool.

5.1.3. The limit set forth in Section 5.1 above is shared with the Company's Restricted Stock Grant Plan and any other equity-based compensation plans in effect, such that shares delivered under those plans shall consume the same overall limit.

5.2. Exercise Settlement. To satisfy the exercise of Options granted under this Plan, the Company may, at the discretion of the Board of Directors: (a) issue new Shares within the limit of authorized capital; and/or (b) deliver Shares held in treasury at the time of exercise, subject to applicable legal requirements, including regulations of the Brazilian Securities and Exchange Commission ("CVM").

5.3. Preemptive Rights. Shareholders of the Company shall have no preemptive rights in connection with the grant or exercise of Options under this Plan, pursuant to Section 171, paragraph 3, of Law No. 6,404.

5.4. Rights Attached to Shares. Shares acquired upon exercise of Options under this Plan shall carry all rights appurtenant to their class, in accordance with applicable law and the current Bylaws of the Company.

6. Exercise of Options

6.1. Exercise. Options may be exercised on the 1st (first) day of January and/or the 1st (first) day of July of each year, subject to the applicable Vesting Periods under Section 6.2 below and the Maximum Exercise Period under Section 6.2.1 below ("Exercise Dates"), in whole or in part, as set forth in the respective Option Agreement. If an Exercise Date falls on a day that is not a Business Day, the Beneficiary may exercise the Option(s) on the immediately following Business Day.

6.1.1. For purposes of this Plan, “Business Day” means any day other than a Saturday, Sunday, or a day on which commercial banks are required or authorized by law to remain closed in the City of Belo Horizonte, State of Minas Gerais, Brazil.

6.2. Vesting. Unless expressly provided otherwise in the Option Agreement, Options granted to Beneficiaries shall become exercisable upon satisfaction of the following time-based conditions and in the following proportions (“Vesting Periods”):

- (a) up to 30% (thirty percent) of the Options shall vest and become exercisable starting on the 3rd (third) anniversary of the applicable Option Agreement, subject to the Maximum Exercise Period;
- (b) up to 30% (thirty percent) of the Options shall vest and become exercisable starting on the 4th (fourth) anniversary of the Option Agreement, subject to the Maximum Exercise Period; and
- (c) the remaining 40% (forty percent) of the Options shall vest and become exercisable, in whole or in part, starting on the 5th (fifth) anniversary of the Option Agreement, subject to the Maximum Exercise Period.

6.2.1. In any event, any Option granted hereunder may be exercised up to the 6th (sixth) anniversary of the respective Option Agreement (“Maximum Exercise Period”), provided that Options may only be exercised on Exercise Dates falling within the Maximum Exercise Period. Any portion of Options not exercised within the corresponding timeframe and under the conditions set forth above shall automatically lapse without any right to compensation or indemnification to the Beneficiary from the Company.

6.3. Notice of Exercise. A Beneficiary wishing to exercise Options shall deliver written notice to the Company during the applicable Vesting Period and on an Exercise Date, specifying the number of Options to be exercised, using the form of notice attached to the respective Option Agreement (“Notice of Exercise”).

6.3.1. Within 5 (five) Business Days following receipt of the Notice of Exercise, the Company shall inform the Beneficiary of at least: (i) whether the Shares to be acquired will be treasury shares or newly issued Shares within the Company’s authorized capital limit; (ii) the total exercise price to be paid; and (iii) the bank account to be credited, based on the number of exercised Options specified by the Beneficiary. Management shall take all necessary measures to formalize the acquisition by the Beneficiary of the underlying Shares in accordance with this Plan.

6.4. Suspension. The Board of Directors of the Company may suspend the right to exercise Options whenever circumstances arise that, under applicable law or regulations, restrict or prohibit trading in Shares by Beneficiaries or prejudice the Company.

6.5. Shareholder Rights. No Beneficiary shall have any rights or privileges of a shareholder of the Company until the Shares resulting from the exercise of Options are duly acquired and fully

paid for pursuant to this Plan and the applicable Option Agreement, and effectively registered in the Beneficiary's name with the Company's share registrar. Additionally, given the listing of the Company's shares on the Novo Mercado segment of B3 S.A. – Brasil, Bolsa, Balcão (“B3”), each Beneficiary: (i) shall comply with applicable laws and regulatory rules of B3 and CVM, including, without limitation, insider trading and blackout restrictions; and (ii) acknowledges that participation in the Plan represents an investment in the capital markets subject to inherent market risks, and that the Company does not guarantee or promise any profit or return upon the exercise of Options.

6.6. Delivery of Shares. No Shares shall be delivered to a Beneficiary upon exercise of an Option unless all contractual, legal, statutory, and regulatory requirements have been fully satisfied by the Beneficiary and verified by the Board of Directors of the Company.

7. Termination of Employment/Service and Effects

7.1. Termination. In the event of a Beneficiary's termination:

- (a) by the Company for cause, under applicable law and as defined in the Option Agreements, all Options (whether unexercised or unvested as of the date of termination) under the Option Agreement shall automatically terminate and lapse by operation of law, without prior notice or right to indemnity or reimbursement; or
- (b) voluntarily by the Beneficiary or by the Company without cause: (i) Options that have vested as of the termination date may be exercised within 30 (thirty) days following the termination date, after which any unexercised Options shall automatically terminate by operation of law, without prior notice or right to indemnity; and (ii) unvested Options as of the termination date shall automatically terminate by operation of law, without prior notice or right to indemnity.

7.2. Unpaid Disability Leave. During a Beneficiary's unpaid leave due to social security disability benefits, pursuant to applicable law and the definitions in the Option Agreement, unexpired Vesting Periods shall be suspended for the duration of the leave, and vested Options may be exercised pursuant to this Plan and the Option Agreement. If social security authorities declare the disability or health condition permanent, all Options shall immediately become fully vested and exercisable by the Beneficiary or their legal representatives for a period of up to 12 (twelve) months from the official declaration of disability.

7.3. Retirement. In the event of a Beneficiary's retirement: (a) unvested Options as of the effective date of retirement shall automatically terminate by operation of law, without prior notice or right to indemnity; and (b) vested Options as of the effective date of retirement may be exercised within 30 (thirty) days following the retirement date, after which any unexercised Options shall automatically terminate by operation of law, without prior notice or right to indemnity.

7.4. Voluntary Unpaid Leave. If a Beneficiary takes an authorized voluntary unpaid leave of absence for up to 2 (two) years (“Voluntary Unpaid Leave”), outstanding Options (whether

vested or unvested) shall remain valid subject to this Plan and the Option Agreement. Following the leave, if the Beneficiary: (a) returns to their position, all terms of the Option Agreement shall remain in effect, and the Vesting Periods and Maximum Exercise Period shall be automatically extended by the duration of the leave; or (b) does not return to their position, any unexercised Options shall automatically terminate by operation of law, without prior notice or right to indemnity.

7.5. Death. In the event of a Beneficiary's death, granted Options shall remain valid and exercisable, in whole or in part, by the Beneficiary's estate, legal successors, or heirs, subject to the Option Agreement.

7.6. Extraordinary Events.

7.6.1. Change of Control: If, during the term of this Plan and the respective Option Agreement, the controlling shareholders of the Company transfer, directly or indirectly, in a single transaction or a series of transactions, a number of Shares resulting in a change of control of the Company under its Bylaws, B3 regulations, Novo Mercado rules, or CVM rules, all outstanding Options (whether vested or unvested) as of the effective date of the change of control shall accelerate and become fully exercisable, in whole or in part, by the Beneficiaries.

7.6.2. Corporate Reorganization Resulting in Dissolution: If the Company undergoes a corporate reorganization resulting in its dissolution, the Company shall cause its successor entity to accelerate all unvested Options so that all Options become fully exercisable for a period of up to 30 (thirty) days following the resolution approving the reorganization, with the cost of settlement to be borne by the Company and/or its legal successor, as applicable.

7.6.3. Corporate Reorganization with Survival of the Company: In the event of a partial spin-off (without dissolution of the spun-off entity), merger, consolidation, or transformation involving the Company, or a share merger (incorporação de ações) in which the Company is the surviving entity, no modification shall be made to this Plan or any Option Agreement.

7.6.4. Dissolution/Liquidation: If the Company becomes subject to dissolution or liquidation, the Vesting Periods shall automatically accelerate, and Beneficiaries shall have 30 (thirty) days from the resolution approving dissolution/liquidation to exercise all Options (including previously vested Options) and participate in the liquidation, provided that upon expiration of such 30-day period, all unexercised Options shall automatically lapse and be canceled without further notice.

7.7. Discretionary Authority. Notwithstanding Sections 7.1 through 7.6 above, the Board of Directors of the Company may, whenever it deems best suited to the corporate interest, deviate from the rules in this Section 7 and establish specific additional terms upon the termination of specific Beneficiaries or occurrence of extraordinary events, including rules

regarding the retention or forfeiture of Options, providing differentiated treatment to specific Beneficiaries or situations.

8. Term of the Plan

8.1. Term. This Plan shall remain in effect for an indefinite term and may be terminated at any time by resolution of the General Meeting of Shareholders. The expiration or early termination of this Plan by the General Meeting shall not affect the validity or effectiveness of outstanding Options granted hereunder or the corresponding Option Agreements executed with Beneficiaries.

9. Miscellaneous

9.1. The grant of Options under this Plan shall not restrict the Company from deregistering as a public company, delisting from Novo Mercado, or engaging in corporate reorganizations such as transformations, mergers, consolidations, acquisitions, sales of assets, or spin-offs. Officers/directors of the Company and entities involved in such transactions may, at their discretion and subject to Board determinations, provide for the substitution of underlying Shares with shares or equity interests of a successor entity.

9.2. Nothing in this Plan or any Option granted hereunder shall confer upon any Beneficiary the right to continue as an officer, director, employee, or service provider of the Company (or its direct or indirect subsidiaries), nor interfere with the Company's right to terminate such officer mandate, employment, or professional relationship at any time, subject to legal and contractual conditions.

9.3. Each Beneficiary shall expressly adhere to the terms of this Plan, the Option Agreement, the resolutions of the Board of Directors relating to the Options and Option Agreement, and the Bylaws of the Company, by written declaration in the respective Option Agreement without reservation.

9.4. Any significant change in laws governing corporations, rules of the CVM or B3, or tax rules applicable to stock option plans may prompt a partial or complete review of this Plan.

9.5. Omitted matters shall be resolved by the Board of Directors of the Company and, when deemed appropriate by the Board, by the General Meeting of Shareholders.