



**LISTED COMPANY**  
CNPJ/ME nº 14.110.585/0001-07  
NIRE 3130011265-9

## **NOTICE TO SHAREHOLDERS**

### **Preemptive Right on the Sale of Bankly**

**Belo Horizonte**, April 25, 2023 - **Méliuz S.A.** (B3: CASH3) ("Méliuz" or "Company"), announces that, on this date, the Company's Extraordinary General Meeting was held, through which its shareholders were offered the preemptive right, in proportion to their respective holdings in the Company's capital stock, for the acquisition of registered common shares, without value nominal and without specific issue class of its wholly-owned subsidiary Acessopar Investimentos e Participações S.A. ("Disposed Shares" and "Acessopar", respectively), a closely-held company that owns 52.19% of the total and voting share capital of Acesso Soluções de Pagamento S.A., under the terms and for the purposes of article 253, items I and II, of the Law No. 6,404/76 ("Preemptive Right"). The Preemptive Right is offered at the same prices and conditions set forth in the Investment Agreement and Other Covenants to be entered into ("Investment Agreement") between the Company, as seller, and Banco BV S.A. ("Banco BV" or "Buyer"), in the capacity of buyer, relating to the acquisition, by the Purchaser, of shares representing up to 100% (one hundred percent) of the total and voting share capital of Acessopar and Acesso Soluções de Pagamento S.A. ("Bankly" and "Transaction"), as described in the Material Facts disclosed by the Company on December 30, 2022, March 8, 2023 and March 31, 2023.

5,883,848 Sold Shares will be offered to the Company's shareholders, corresponding to 100% of the total and voting capital stock of Acessopar. The Preemptive Right will be assured to shareholders holding shares issued by the Company at the end of the trading session on April 24, 2023, with the shares issued by the Company being traded ex-Preemptive Rights from April 25, 2023 (including).

The Preemptive Right will be ensured in the proportion of 0.0068007178 Acessopar shares for each common share issued by the Company (and existing on this date) owned by each shareholder.

Any fractions of Disposed Shares resulting from the exercise of the Preemptive Right will be rounded (a) upwards, to the nearest whole number, if the resulting fraction is equal to or greater than 0.5 of a share, or (b) downwards, to the nearest whole number if the resulting

fraction is less than 0.5 of an action. There will be no right to acquire leftovers (*i.e.* Sold Shares, not acquired under the Preemptive Right) of Disposed Shares, respectively.

The acquisition price to be paid by shareholders who exercise the Preemptive Right to the Company is BRL 18.6261256441 per Disposed Share, subject to adjustments, pursuant to the terms of the Investment Agreement ("Acquisition Price per Share"), as stated in the **Annex I**.

Accordingly, shareholders who exercise their Preemptive Right must initially:

- (i) register the intention to exercise the preemptive right available on the Company's IR website (ri.meliuz.com.br), informing the number of shares that the shareholder intends to acquire.
- (ii) After registration, the Company will make available to the requesting shareholder, within one (1) business day, the preemptive right exercise term, which must be completed and signed with a digital certificate (e-CPF) ("Preemptive Right Exercise Term").

The effective total amount to be paid by the shareholders due to the exercise of their Preemptive Right will correspond to the number of Disposed Shares subject to the exercise of the Preemptive Right multiplied by the Acquisition Price per Share and will be rounded (i) upwards, to the number cents of the nearest real, if the resulting fraction is equal to or greater than R\$0.005, or (ii) down, to the nearest whole number, if the resulting fraction is less than R\$0.005.

**Shareholders who exercise their Preemptive Right must deposit 100% of the Acquisition Price per Share, in cash, in the Company's current account indicated in the respective Term of Exercise of Preemptive Rights.**

The non-payment in full of the Acquisition Price per Share by any shareholder that has expressed its intention to exercise the Preemptive Right under the terms set forth in this Notice to Shareholders or the non-compliance with any of the terms and conditions applicable to the exercise of the Preemptive Right will result in the lapse of the Preemptive Right of the respective shareholder, and any amounts already paid will be refunded.

The other terms, conditions and deadlines for payment of the Acquisition Price per Share applicable to the Transaction are provided for in the Investment Agreement and are summarized in **Annex I**, including the adjustment to the Acquisition Price per Share, which, if applicable under the terms of the **Annex I**, must be settled on the date of implementation of the Transaction ("Closing date") or within a period to be disclosed in due course by the Company.

Shareholders will have 30 (thirty) days to exercise the Preemptive Right, from April 26, 2023 (including) to May 25, 2023 (including). The Preemptive Right will be credited to the shareholders under the ticker CASH1 and may be freely assigned by shareholders to third parties, under the terms of article 171, paragraph 6, of Law 6,404/76, therefore, it is advisable for shareholders who wish to negotiate the Preemptive Right to proceed with the necessary advance to allow any rights acquired can still be exercised.

Shareholders participating in the fungible custody of B3 S.A. - Brazil, Exchange, Counter ("B3"), whose shares of the Company are deposited at the Central Depository of Assets, will receive their Preemptive Right through their custody agents and in accordance with the rules stipulated by the Central Depository of Assets, subject to the terms and conditions established in this Notice to Shareholders. The Preemptive Right may be traded on the stock exchange from April 26, 2023 (including) to May 22, 2023 (including) ("Preemptive Right Negotiation Deadline").

Shareholders may voluntarily transfer their Preemptive Right position to Itaú Corretora de Valores S.A. until May 22, 2023. In any case, after the close of trading on that date, B3 will automatically transfer the Preemptive Right position of all shareholders to Itaú Corretora de Valores S.A., in accordance with the procedure described below.

Shareholders with Company shares held in custody at Itaú Corretora de Valores S.A. who wish to trade their Preemptive Right should request Itaú Corretora de Valores S.A. the issuance of the respective term of assignment of rights. The term of assignment of rights must be delivered to Itaú Corretora de Valores S.A. with the signature of the assignor notarized, duly accompanied by the Documentation indicated below.

In any case, **the exercise of the Preemptive Right by shareholders will be carried out exclusively in the bookkeeping environment of Itaú Corretora de Valores S.A.**, depositary institution for the Company's shares, at any of the Brazilian branches of Banco Itaú Unibanco S.A., upon presentation of the Term of Exercise of Preemptive Rights duly initialed and signed with notarized signature or signed with a digital certificate (e-CPF), accompanied by the documents highlighted below ("Documentation"), as well as proof of payment of the Acquisition Price per Share.

- Physical person: (i) identity document (RG or RNE) and (ii) proof of enrollment in the Individual Taxpayer Registry (CPF).
- Legal person: (i) certified copy of the consolidated articles of association or bylaws, (ii) proof of registration in the National Register of Legal Entities (CNPJ), (iii) certified copy of the corporate documents that prove the powers of the Term of Exercise of Preemptive Rights, and (iv) certified copy of the RG or RNE, CPF and

proof of residence of the signatory(ies). Additional documents may be required from investors residing abroad.

- Representation by Power of Attorney: power of attorney with specific powers, accompanied by the documents mentioned above, as the case may be, from the grantor and the attorney-in-fact.

The addresses of branches of Banco Itaú Unibanco S.A. can be consulted on the website: Itau.com.br, by email: [escrituracaorendavariavel@itau-unibanco.com.br](mailto:escrituracaorendavariavel@itau-unibanco.com.br) or by telephone (+55 11) 4090-1484.

The signing of the Preemptive Right Exercise Term will represent the signatory's irrevocable and irreversible will to acquire the Disposed Shares object of said term, generating the signatory the irrevocable and irreversible obligation to pay the corresponding amount upon signature and compliance of the other obligations foreseen for the exercise of the Preemptive Right, according to the terms and conditions of this Notice to Shareholders.

Shareholders must complete the Preemptive Rights Exercise Term highlighting the number of Sold Shares they wish to acquire based on their position in the Company's capital stock at the end of the trading session on April 24, 2023 and/or any rights acquired by the exerciser, as applicable. Any eventual requests for the exercise of the Preemptive Right having as object a number of shares superior to the one that the signatory of the Term of Exercise of the Preemptive Right is entitled will be disregarded, remaining characterized by the waiver of the Preemptive Right.

The actual receipt of the Disposed Shares subject to the exercise of the Preemptive Right will occur after the Closing Date to be opportunely disclosed by the Company through a Notice to Shareholders.

Finally, the Company informs that Acessopar is a closely-held company, with no securities issued by it admitted to trading on the securities market (stock exchange or over-the-counter market). Accordingly, the shares issued by Acessopar have restricted liquidity, and shall remain so upon consummation of the Transaction, as informed by the Purchaser.

## Summary table

<i>Right of first refusal</i>	
Shareholder base that will be entitled to the Preemptive Right.	24/04/2023
Deadline for exercising the Preemptive Right.	04/26/2023 (including) to 05/25/2023 (including)

Belo Horizonte, April 25, 2023

**Marcio Loures Penna**  
**Investor Relations Officer**

*This document should not be considered an offer to sell or solicitation to purchase securities of the Company or of Acessopar, nor should sales of securities of the Company or of Acessopar be carried out in any jurisdiction where such offer, solicitation or sale is illegal. .*

*The Preemptive Right in relation to the shares issued by Acessopar were not, and will not be, registered under the Securities Act of 1933 ("Securities Act") or any other United States federal or state law, and such securities may not be offered, sold, pledged or otherwise transferred in the United States or to persons resident or domiciled in the United States or constituted under the laws of that United States. country (U.S. persons), unless such offer or sale is exempt from, or not subject to, registration under the Securities Act and any applicable securities laws enacted by states of the United States.*

## ANNEX I

### *Price per Share and Conditions Precedent*

#### **1. Sold Shares**

##### **1.1. Quantity and Characteristics of the Disposed Shares**

A total of 5,883,848 shares issued by Acessopar are offered, all registered and without par value, without a defined class ("Sold Shares"), corresponding to 100% of its current share capital.

##### **1.2. Acquisition Price per Share**

The purchase price to be fully paid in reais (R\$), on the date of implementation of the Transaction (closing), by the Purchaser to the Company, was initially established according to the formula below ("Base Acquisition Price per Share"):

$$PA_{par} = (M + CLE - PA) * Per$$

Where:

"PA<sub>par</sub>" corresponds to the Acquisition Price of Acessopar;

"M" corresponds to the amount of R\$ 210,000,000.00 restated by the accumulated positive variation of the CDI between March 30, 2023 and the date of its effective payment;

"CLE" corresponds to the Estimated Net Cash of Acesso Soluções de Pagamento S.A. ("Bankly"), being certain that:

"BR GAAP" means generally accepted accounting principles in force in Brazil;

"Estimated Net Cash" means the amount to be indicated and the statement, in writing, to be delivered by Bankly to the Purchaser within 5 days prior to the date of implementation of the Transaction (closing), containing the estimated amount of Net Cash of Bankly consolidated with the Subsidiaries, for the date of implementation of the Transaction (closing);

"Box" means, in relation to Bankly and its Subsidiaries and/or Acessopar (if applicable), on a consolidated basis, all its cash and cash equivalents, demand or available deposits, investments in quotas of fixed income investment funds with daily liquidity, fixed-income securities traded on B3 and surplus safeguard held by Bankly and its Subsidiaries, minus the

balances of the Electronic Money Corresponding Account (CCME) and customer balances held in the SPI Booth (Pix) in accordance with the BR GAAP. In order to avoid any doubts, the following shall not be considered as Cash: (i) the amount to be paid by the Purchaser to Bankly as a result of the subscription of shares issued by Bankly; and (ii) the reference equity of a payment institution (PRIP).

“net cash” means, with respect to Bankly and its Subsidiaries, on a consolidated basis, Cash less Debt;

“indebtedness” means, without duplication, with respect to Bankly and its Subsidiaries and/or Acessopar (if applicable) on a consolidated basis: (i) all obligations for money borrowed (including all accrued and unpaid interest and fines or premiums prepayment incidents); (ii) all obligations evidenced by debt securities, debentures, notes or similar instruments (including all accrued and unpaid interest and fines or premiums incurred for prepayment); (iii) all overdue Tax and supplier payment obligations (including all accrued and unpaid interest and late fees); (iv) all obligations with related parties and/or affiliates of the Company and/or the Company's reference shareholders; and (v) any prepayment of receivables in which Bankly appears as joint guarantor and which have not been paid by the responsible party;

“Subsidiaries” means Ceiba Distribuidora e Comércio Ltda. (registered with CNPJ under No. 29.036.459/0001-27) and Upsight Ltda. (inscribed with the CNPJ under No. 29.036.459/0001-27).

“Tributes” means all taxes, fees, charges, social and social security contributions (federal, state or municipal) and other collection obligations, tariffs and charges, public prices or accessory tax assessments imposed by or to be paid to any governmental authority.

“PA” corresponds to the acquisition price agreed for the sale of all shares issued by Bankly directly owned by the Company, which, in turn, corresponds to (i) R\$ 100,401,000.00, restated by the accumulated positive variation of the CDI between March 30, 2023 and the actual payment date; plus (ii) Bankly's Estimated Net Cash multiplied by 47.81%; It is

“Per” corresponds to the percentage that the Sold Shares that are owned by the Company on the Closing Date represent in relation to the total number of shares issued by Acessopar, discounting the shares issued by Acessopar that will be effectively acquired by Third Parties upon exercise of the Preemptive Right.

This value was based on the enterprise *value* of Acessopar and Bankly together of BRL 210,000,000.00, given that the enterprise *value* attributed exclusively to Acessopar (considering its nature of “*holding* pure”) is BRL 109,593,292.00.

### **3. Conditions Precedent**

The execution of the Investment Agreement is still subject to approval by the Buyer's governance bodies, and the closing of the Transaction will be subject to compliance with certain precedent conditions usual for similar operations, such as approval by the Administrative Conselho Administrativo de Defesa Econômica - CADE, approval by the Central Bank of Brazil, among others.

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