

**SECOND AMENDMENT TO THE SHAREHOLDERS’
AGREEMENT OF MÉLIUZ S.A.**

By this private instrument and in the best form of law, the shareholders of Méliuz S.A. hereby:

(a) **ISRAEL FERNANDES SALMEN**, a Brazilian citizen, married, businessman, holder of Identity Card RG No. MG 14.455.916 SSP/MG and enrolled with the CPF/ME under No. 094.163.596-10, residing in the City of São Paulo, State of São Paulo, with a business address at Avenida do Contorno, No. 6594, Suite 701, Savassi District, ZIP Code 30110-044, in the City of Belo Horizonte, State of Minas Gerais (“Israel”);

(b) **LUCAS MARQUES PELOSO FIGUEIREDO**, a Brazilian citizen, single, businessman, holder of Identity Card RG No. MG 13.825.161 SSP/MG and enrolled with the CPF/ME under No. 080.616.826-99, residing in the City of Nova Lima, State of Minas Gerais, with a business address at Avenida do Contorno, No. 6594, Suite 701, Savassi District, ZIP Code 30110-044, in the City of Belo Horizonte, State of Minas Gerais (“Lucas”);

(c) **ANDRÉ AMARAL RIBEIRO**, a Brazilian citizen, single, chemical engineer, holder of Identity Card RG No. 11.659.065 PC/MG and enrolled with the CPF/ME under No. 076.677.516-09, residing in the City of Belo Horizonte, State of Minas Gerais, with a business address at Avenida do Contorno, No. 6594, Suite 701, Savassi District, ZIP Code 30110-044, in the City of Belo Horizonte, State of Minas Gerais (“André”);

(d) **ORG INVESTMENTS LLC**, a limited liability company organized and existing under the laws of the State of Delaware, with its principal office at 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington, Delaware 19810, enrolled with the CNPJ under No. 44.557.481/0001-06 (“ORG”), herein represented in accordance with its constitutional documents;

(e) **GABRIEL LOURES ARAÚJO**, a Brazilian citizen, single, holder of Identity Card No. MG 17.765.725 and enrolled with the CPF under No. 114.679.806-76, residing in the City of Belo Horizonte, State of Minas Gerais, with a business address at Rua José Versolato, No. 111-B, Suite 3014, Downtown District, ZIP Code 09750-730, in the City of São Bernardo do Campo, State of São Paulo (“Gabriel”);

(f) **TULIO BRAGA PAIVA PACHECO**, a Brazilian citizen, divorced, holder of Identity Card No. MG 11.117.854 and enrolled with the CPF under No. 097.210.046-69, residing in the City of Belo Horizonte, State of Minas Gerais, with a business address at Rua José Versolato, No. 111-B, Suite 3014, Downtown District, ZIP Code 09750-730, in the City of São Bernardo do Campo, State of São Paulo (“Túlio”);

hereinafter collectively referred to as the ‘Shareholders’ and, when referred to individually and indistinctly, as a ‘Shareholder’; and further, in the capacity of consenting intervening party,

(g) **MÉLIUZ S.A.**, a publicly-held corporation, enrolled with the CNPJ/ME under No. 14.110.585/0001-07, with its registered office at Rua José Versolato, No. 111-B, Suite 3014, Downtown District, ZIP Code 09750-730, in the City of São Bernardo do Campo, State of São Paulo, duly represented herein in accordance with its Bylaws (the “Company”);

Whereas:

- A. On August 31, 2020, the Shareholders of Méliuz S.A. entered into a Shareholders’ Agreement (the “Shareholders’ Agreement”), which was subsequently amended and restated by the First Amendment, dated May 30, 2022, pursuant to which, among others, **ORG INVESTMENTS LLC (“ORG”)** became a party thereto;
- B. NOW, THEREFORE, the Parties hereby resolve, through this Second Amendment, to formalize the withdrawal of “ORG” and “Lucas” from the Shareholders’ Agreement, and to approve the admission of Mr. **GABRIEL LOURES ARAÚJO** (“Gabriel”) and Mr. **TÚLIO BRAGA PAIVA PACHECO** (“Túlio”) as new signatory Shareholders.
- C. The Parties further agree to amend Section 4.4 of the Shareholders’ Agreement by removing the requirement that Mr. Israel Fernandes Salmen shall hold the office of Chief Executive Officer of the Company, and by adopting, for such office, the same nomination procedure established for the position of Chief Financial Officer;
- D. The Parties further resolve to delete Section 5.8 of the Shareholders’ Agreement in its entirety, including all of its subsections (5.8.1 through 5.8.5), with the subsequent renumbering of the following provisions.

NOW, THEREFORE, the Parties, by mutual agreement, hereby enter into this Second Amendment to the Shareholders’ Agreement (the “Second Amendment”), which shall be governed by, and construed in accordance with, the following terms and conditions, which the Parties mutually grant and accept:

I. WITHDRAWAL OF ORG INVESTMENTS LLC AND LUCAS MARQUES PELOSO FIGUEIREDO AND ADMISSION OF NEW SIGNATORIES TO THE AGREEMENT

1.1. The definitive withdrawal of **ORG INVESTMENTS LLC** and **LUCAS MARQUES PELOSO FIGUEIREDO** as parties to the Shareholders’ Agreement is hereby formalized, and they shall no longer have any rights or obligations thereunder.

1.2. **GABRIEL LOURES ARAÚJO** and **TÚLIO BRAGA PAIVA PACHECO**, duly identified in the preamble, hereby unconditionally and irrevocably accede to the Shareholders’ Agreement, assuming all rights and obligations applicable to the shares held by them, pursuant to Article 118 of Brazilian Law No. 6,404/76, as new signatory Shareholders.

II. AMENDMENT TO SECTION 4.4

2.1 Section 4.4 of the Shareholders’ Agreement shall hereafter read as follows:

“4.4. Composition of the Company’s Board of Officers. The Shareholders shall determine, at a Prior Meeting and by the required Deliberation Quorum, the candidates who shall hold the offices of Chief Executive Officer and Chief Financial Officer of the Company, and shall take all necessary measures to formalize such appointments.”

III. DELETION OF SECTION 5.8

3.1 Section 5.8 of the Shareholders’ Agreement, together with all of its subsections (5.8.1 through 5.8.5), is hereby deleted in its entirety, and the subsequent provisions shall be renumbered accordingly as necessary.

IV. RATIFICATION

4.1 All other provisions of the Shareholders’ Agreement that do not conflict with this Second Amendment shall remain in full force and effect and are hereby ratified.

V. EFFECTIVENESS

5.1 This Second Amendment shall become effective as of the date of its execution, producing immediate effects.

VI. CONSOLIDATION OF THE SHAREHOLDERS’ AGREEMENT

6.1 In view of the amendments set forth in this Second Amendment, the Shareholders resolve to consolidate the text of the Shareholders’ Agreement, which shall hereafter be effective in its entirety in the form attached hereto:

(remainder of this page intentionally left blank)
(consolidated version of the Shareholder’s Agreement follows on the next page)

**CONSOLIDATED SHAREHOLDERS' AGREEMENT
OF MÉLIUZ S.A.**

I. DEFINITIONS

1.1. Definitions. The following words, expressions, and abbreviations, when used with initial capital letters, shall have the meanings ascribed to them in this Section 1.1, except as expressly provided otherwise herein:

<u>Shareholder(s)</u>	shall have the meaning ascribed in the preamble of this Agreement.
<u>Offering Shareholder</u>	shall have the meaning ascribed in Section 5.2 of this Agreement.
<u>Offered Shareholders</u>	shall have the meaning ascribed in Section 5.2 of this Agreement.
<u>Agreement</u>	shall have the meaning ascribed in the preamble of this Agreement.
<u>Shares</u>	means the shares issued by the Company and held by the Shareholders.
<u>Offered Shares</u>	shall have the meaning ascribed in Section 5.2 of this Agreement.
<u>Bound Shares</u>	shall have the meaning ascribed in Section 2.2 of this Agreement.
<u>Pledged Bound Shares</u>	shall have the meaning ascribed in Section 6.2 of this Agreement.
<u>Affiliate</u>	means, with respect to any Person or Shareholder: (a) in the case of an individual, any other Person that, directly or indirectly, is Controlled by such individual; and (b) in the case of a legal entity, any other Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with such entity.
<u>André</u>	shall have the meaning ascribed in the preamble of this Agreement.
<u>Governmental Authority</u>	means any government, agency, department, bureau, court, or other governmental body in Brazil, whether federal, state, or municipal, linked directly or indirectly to the judiciary, legislative, or executive branches, arbitral tribunal, self-regulatory entity, or public prosecutor's office.
<u>B3</u>	means B3 S.A. – BRASIL, BOLSA, BALCÃO.
<u>Arbitration Chamber</u>	shall have the meaning ascribed in Section 11.2 of this Agreement.
<u>Permitted Transferees</u>	shall have the meaning ascribed in Section 5.5.1 of this Agreement.
<u>Civil Code</u>	means Law No. 10,406 of 2002, as amended.

<u>Code of Civil Procedure</u>	means Law No. 13,105 of March 16, 2015, as amended.
<u>Company</u>	shall have the meaning ascribed in the preamble of this Agreement.
<u>Dispute</u>	shall have the meaning ascribed in Section 11.2 of this Agreement.
<u>Consolidation</u>	shall have the meaning ascribed in Section 11.2.12 of this Agreement.
<u>Counter-Notice of Preemptive Right</u>	shall have the meaning ascribed in Section 5.2.1 of this Agreement.
<u>Control (and its verbal variations)</u>	means, when used with respect to any Person (the “Controlled Person”): (i) the power to elect, directly or indirectly, the majority of the members of management and to establish and direct the policies and management of the Controlled Person; or (ii) the direct or indirect ownership of securities or other equity interests representing at least fifty percent (50%) of the total voting power of the Controlled Person. Terms derived from Control, such as “Controlled,” “Controlling,” and “under common Control,” shall have a meaning corresponding to Control.
<u>Call for a Prior Meeting</u>	shall have the meaning ascribed in Section 3.2 of this Agreement.
<u>CVM</u>	means the Brazilian Securities Commission (Comissão de Valores Mobiliários).
<u>Business Day</u>	means any day, other than Saturday or Sunday, on which banks are not required or authorized to close in the City of Belo Horizonte, State of Minas Gerais.
<u>Drag-Along Right</u>	shall have the meaning ascribed in Section 5.4 of this Agreement.
<u>Preemptive Right</u>	shall have the meaning ascribed in Section 5.2 of this Agreement.
<u>Gabriel</u>	shall have the meaning ascribed in the preamble of this Agreement.
<u>Confidential Information</u>	shall have the meaning ascribed in Section 7.1 of this Agreement.
<u>IPO</u>	means the initial public offering of shares issued by the Company.
<u>Israel</u>	shall have the meaning ascribed in the preamble of this Agreement.
<u>Brazilian Corporation Law</u>	means Law No. 6,404 of December 15, 1976, as amended.
<u>Notice of Preemptive Right</u>	shall have the meaning ascribed in Section 5.2 of this Agreement.
<u>Novo Mercado</u>	means the special listing segment of B3 denominated “Novo

	Mercado.”
<u>Encumbrance</u>	means any pledge, mortgage, lien, charge, collateral assignment, fiduciary transfer, guarantee, easement, restriction, reservation, option, preemptive right, usufruct, agreement resulting in a disposition (including purchase and sale commitments, options, conditional sales, etc.), or any other encumbrance of any nature that restricts the free and full exercise of ownership over any asset or right.
<u>Party(ies)</u>	shall have the meaning ascribed in the preamble of this Agreement.
<u>Involved Parties</u>	shall have the meaning ascribed in Section 11.2 of this Agreement.
<u>Person</u>	means any individual, legal entity, firm, partnership, investment fund, corporation, mixed-capital company, trust, consortium, joint venture, condominium, estate, or other unincorporated entity, joint enterprise, or any other legal entity of any kind.
<u>Preemptive Period</u>	shall have the meaning ascribed in Section 5.2.1 of this Agreement.
<u>Suspension Period</u>	shall have the meaning ascribed in Section 3.3.1 of this Agreement.
<u>Price of the Pledged Bound Shares</u>	shall have the meaning ascribed in Section 6.2.2 of this Agreement.
<u>Chairman</u>	shall have the meaning ascribed in Section 3.1.1 of this Agreement.
<u>Offeror</u>	shall have the meaning ascribed in Section 5.2 of this Agreement.
<u>Offer</u>	shall have the meaning ascribed in Section 5.2 of this Agreement.
<u>Deliberation Quorum</u>	shall have the meaning ascribed in Section 3.3 of this Agreement.
<u>Rules</u>	shall have the meaning ascribed in Section 11.2 of this Agreement.
<u>Prior Meeting</u>	shall have the meaning ascribed in Section 3.1 of this Agreement.
<u>Successors</u>	shall have the meaning ascribed in Section 2.3 of this Agreement.
<u>Third Party</u>	means any Person that is not a Shareholder, its Successor, or a Permitted Transferee.
<u>Transfer” (and its verbal variations)</u>	means any act that, directly or indirectly, voluntarily or involuntarily, involves the transfer, assignment, sale, exchange, conveyance, free or onerous assignment (including assignment of preemptive rights or assignment for lease purposes), conditional assignment, swap, donation, contribution, grant of a put option, or any other form of disposition, as well as any other transfer or loss of ownership, even if temporary, in any case directly or indirectly, in whole or in part, including, without limitation, by way of merger, consolidation, spin-off, or other corporate reorganization.

<u>Arbitral Tribunal</u>	shall have the meaning ascribed in Section 11.2.1 of this Agreement.
<u>Túlio</u>	shall have the meaning ascribed in the preamble of this Agreement.

II. SUBJECT MATTER, BOUND SHARES, AND OTHER AGREEMENTS

2.1. Subject Matter. The purpose of this Agreement is, among other matters: (i) to consolidate the Control of the Company, to be exercised by the Shareholders, regulating the exercise of their voting rights in accordance with the provisions set forth herein; and (ii) to govern the Transfer of the Shares held by the Shareholders in the Company.

2.2. Bound Shares. This Agreement binds all Shares issued by the Company that are or may become owned by the Shareholders, or that may be held by them (or by their respective Successors or Permitted Transferees, pursuant to this Agreement) as a result of the ownership of such Shares of the Company, under any title, including through subscription, acquisition, bonus shares, profit distributions in the form of shares, conveyance or dissolution (whether partial or total), capitalization of credits, profits or other reserves, stock splits, reverse splits, capital or reserve reimbursements, or even as a result of exchanges, substitutions, conversions, mergers (including share mergers), spin-offs, or any other type of corporate reorganization, as well as subscription warrants, options, and other securities convertible into shares issued by the Company, or any preemptive or priority rights arising from the Shares (in any case, the “Bound Shares”).

2.2.1. The Shareholders acknowledge that the Bound Shares form part of the Control block of the Company and, in the interest of the Company, irrevocably and irreversibly agree to restrict their Transfer and the creation of Encumbrances thereon, as provided in this Agreement.

2.2.2. The Shareholders and the Company acknowledge that the Bound Shares shall remain subject to and bound by this Agreement, whether they are held by the Shareholders or by their Successors and Permitted Transferees. References to the Company in this Agreement, including, without limitation, for the purposes of determining the Bound Shares, shall include the Company and any of its successors, by any title.

2.3. Bound Persons. This Agreement binds the Bound Shares and, as a consequence, the Shareholders, their respective spouses, partners, guardians, heirs, legatees, and successors who, for any reason or cause, may become holders of the Bound Shares and/or of the voting rights inherent thereto (including in cases where a Shareholder is interdicted or a minor represented by his or her respective guardian(s) or curatorship council) (collectively, the “Successors”). In the event of the death of any individual who is or becomes a Shareholder of the Company, such individual’s Successors shall assume all rights and obligations of the deceased under this Agreement. Such assumption shall occur automatically in the event of legal or testamentary

succession, and the corresponding Successor shall inherit the Bound Shares subject to this Agreement, together with all that is appurtenant thereto (Encumbrances, assets, rights, and obligations), and in compliance with all terms and conditions agreed upon by the Shareholders. The same rule shall apply to a spouse or partner in the event of a division of property arising from separation, divorce, or dissolution of a stable union. In the case of judicial interdiction of a Shareholder or minority (whether absolute or relative incapacity), the guardian or guardians (in the event of a collegiate body) shall likewise be bound by the terms and conditions of this Agreement, subject to applicable legal provisions and personal statements (in public or private instruments) regarding guardianship of an interdicted or minor Shareholder.

2.4. Compliance with the Agreement. The Shareholders and the Company undertake to comply with, and to cause the Company to comply with, as applicable, all provisions of this Agreement throughout its term. The Shareholders and the Company shall not register, consent to, or ratify any vote or approval by any shareholder, partner, board member, officer, or director, as applicable, nor shall they take or omit to take any action that would violate or be inconsistent with the applicable provisions of this Agreement.

2.5. Representations and Warranties. Each Shareholder hereby represents and warrants, individually, that: (i) he or she is duly authorized, has the legal capacity, and the power to execute this Agreement and to perform the obligations set forth herein; (ii) this Agreement constitutes valid and binding obligations, enforceable against such Shareholder in accordance with its terms; and (iii) this Agreement does not violate any provision of any agreement, obligation, contract, charter, administrative, judicial, or arbitral decision to which such Shareholder is a party or by which such Shareholder is subject or bound.

2.6. Execution of New Shareholders' Agreements. Without the prior written consent of all other Shareholders, no Shareholder shall enter into any agreement, including any shareholders' or voting agreement, among themselves or with any Third Party, that (i) relates to the Bound Shares of the Company or to any matter governed by this Agreement; and/or (ii) conflicts or may conflict with this Agreement, under penalty of nullity or unenforceability with respect to the other Shareholders and the Company.

2.7. Conflict Between this Agreement and the Bylaws of the Company. In the event of any conflict between this Agreement and the Bylaws of the Company, the provisions of the Bylaws shall prevail.

III. PRIOR MEETINGS

3.1. Prior Meetings. Prior to the holding of any General Shareholders' Meeting or any meeting of the Company's Board of Directors, a prior meeting of the Shareholders shall be held to determine the vote to be cast at such General Shareholders' Meeting by all Shareholders, or at such meeting of the Board of Directors by all members elected by the Shareholders, as a block and in a uniform manner (a "Prior Meeting").

3.1.1. The Prior Meetings shall have a chairman, elected by the Shareholders representing at least the Deliberation Quorum (the "Chairman").

3.2. Notice, Convening, and Holding of Prior Meetings. The Chairman shall deliver to the Shareholders, in accordance with Section 9.1 below, within one (1) Business Day from the respective disclosure, the matters included in the call notice of the General Shareholders' Meeting or of the meeting of the Company's Board of Directors, as applicable (the "Notice of Prior Meeting"). Except as provided in Section 3.2.1 below or otherwise agreed among the Shareholders, the Prior Meetings shall be convened and held at the Company's registered office: (i) on first call, provided that all Shareholders are present, at least three (3) Business Days in advance; and (ii) on second call, provided that Shareholders representing at least the Deliberation Quorum are present, at least one (1) Business Day in advance, in both cases prior to the date of the General Shareholders' Meeting or the Board of Directors' meeting that gave rise to the Notice of Prior Meeting. The Chairman shall appoint the secretary of the Prior Meeting.

3.2.1. Prior Meetings may be held by teleconference or videoconference. Shareholders participating remotely in a Prior Meeting shall send to the Chairman of the Prior Meeting, by email, upon the closing of the meeting, a signed copy (whether manually or electronically) of the minutes of the Prior Meeting, and the original of such minutes shall be signed by the respective Shareholder as soon as reasonably possible.

3.3. Deliberation Quorum. At the Prior Meetings, the Shareholders shall have one (1) vote for each Bound Share of the Company held by them. The matters subject to resolution at a General Shareholders' Meeting or at a meeting of the Board of Directors of the Company may only be approved at such General Shareholders' Meeting or Board meeting, as the case may be, if they are approved at a Prior Meeting by the affirmative vote of Bound Shares representing at least fifty percent (50%) of the total Bound Shares plus one (1) additional Bound Share (the "Deliberation Quorum").

3.3.1. If the quorum for convening a Prior Meeting is not reached, or if the Deliberation Quorum for approving any matters subject to resolution at a General Shareholders' Meeting or a Board of Directors' meeting is not reached, the Shareholders shall vote at the respective General Shareholders' Meeting, and shall cause the members of the Board of Directors elected by them to vote at the respective Board meeting, for the suspension of the resolution regarding such matter for a period of ten (10) days, after which the General Shareholders' Meeting or the Board meeting shall be reconvened to be held at the end of the subsequent ten (10) day period (the "Suspension Period"), and the following shall apply:

(a) during the Suspension Period, the Shareholders shall negotiate in good faith to reach a compromise solution with respect to the matters on the agenda, so as to achieve the Deliberation Quorum;

(b) upon the expiration of the Suspension Period, the Prior Meeting shall be reconvened, subject to at least three (3) Business Days' prior notice of the new date set for the General Shareholders' Meeting or the Board meeting, and the matters for which the Deliberation Quorum was not achieved shall be submitted for deliberation again; and

(c) if, notwithstanding the negotiations set forth in item (a), the Deliberation Quorum is still not reached, the Shareholders shall vote against the matter in question at the respective

General Shareholders' Meeting, and shall cause the members of the Board of Directors elected by them to vote against the matter in question at the respective Board meeting of the Company.

3.4. Binding of the Vote. The resolutions adopted at the Prior Meetings shall bind the votes of the Shareholders at the General Shareholders' Meetings of the Company and of the members of the Board of Directors elected by them at the Board meetings. Accordingly, the Shareholders undertake to vote, and to cause the members of the Board of Directors elected by them to vote, as a block and in a uniform manner at the relevant General Shareholders' Meeting or Board meeting, as the case may be, in accordance with the resolutions adopted at the Prior Meeting. The absence of any Shareholder from a duly convened Prior Meeting, provided the Deliberation Quorum is met, shall not release such absent Shareholder or Director from the obligation to vote as a block in accordance with this Section and the resolution adopted at the Prior Meeting, pursuant to Section 3.5 below.

3.5. Minutes of the Prior Meetings. Detailed or summary minutes shall be drawn up for each Prior Meeting, which, whenever containing a voting instruction, abstention, or other act to be taken by the Shareholders or Directors under this Agreement, shall be delivered to the chairman of the relevant General Shareholders' Meeting or Board meeting for acknowledgment and compliance, pursuant to Article 118, paragraphs 8 and 9, of the Brazilian Corporation Law. It is hereby acknowledged that: (a) votes cast at a General Shareholders' Meeting or at a Board meeting in violation of the voting instructions resolved upon at a Prior Meeting shall be null and void; and (b) the voting instructions established at a Prior Meeting shall operate as a legal mandate and shall authorize the prejudiced parties to exercise the voting rights of the Bound Shares belonging to the other Shareholder at the General Shareholders' Meeting or of the other Director at the Board meeting, as applicable, in the event such other Shareholder or Director is absent, fails to act, or votes at the General Shareholders' Meeting or Board meeting, as applicable, contrary to the resolution adopted at the Prior Meeting.

IV. BOARD OF DIRECTORS AND OFFICERS OF THE COMPANY

4.1. Composition of the Board of Directors. The composition of the Company's Board of Directors shall be subject to resolution at a Prior Meeting, it being understood that all members whom the Shareholders, acting jointly, are entitled to elect at a General Shareholders' Meeting of the Company shall be nominated by the Shareholder(s) holding Bound Shares representing the Deliberation Quorum (together with their respective alternates).

4.1.1. The nominations referred to in Section 4.1 above shall comply with any applicable requirement for the election of Independent Directors, in accordance with securities market regulations.

4.1.2. The Shareholders shall determine, in accordance with the Deliberation Quorum, the vote to be cast by all Shareholders for the election of the Chairman of the Board of Directors.

4.2. Vacancy on the Board of Directors of the Company. In the event of a vacancy, arising from death, resignation, or removal, of a member of the Board of Directors nominated by any

Shareholder, the Shareholder who nominated or participated in the nomination of such member may require the other Shareholders to take the necessary measures to promptly convene a General Shareholders' Meeting to elect a new member of the Board of Directors, in compliance with the provisions set forth above.

4.3. Adherence. The members of the Company's Board of Directors appointed by the Shareholders pursuant to this Section IV shall, upon their respective elections, adhere to this Shareholders' Agreement by executing an Accession Instrument in the form of Annex 4.3 hereto.

4.4. Composition of the Company's Board of Officers. The Shareholders shall determine, at a Prior Meeting and by the Deliberation Quorum, the candidates who shall hold the offices of Chief Executive Officer and Chief Financial Officer of the Company, and shall take all necessary measures to formalize such appointments.

4.5. Duties of the Board of Officers. The Board of Officers shall be responsible for the executive functions of the Company and for resolving on any matters that are not within the competence of the General Shareholders' Meeting or the Board of Directors, in accordance with the Brazilian Corporation Law, the Bylaws of the Company, and this Agreement.

V. TRANSFERS OF BOUND SHARES HELD BY THE SHAREHOLDERS

5.1. Restrictions on the Transfer of Bound Shares and Rights. The Shareholders and their Successors undertake not to Transfer, including not to sell, assign, encumber, and/or create any Encumbrance, except for usufructs and restrictions on transferability and attachability (incommunicabilidade e impenhorabilidade) provided for in gifts or wills, under any title or by any means, in whole or in part, directly or indirectly, through their Permitted Transferees, their Bound Shares, except as authorized under this Agreement.

5.1.1. The provisions of this Section V and its subsections shall also apply to the assignment of preemptive rights in the subscription of new Bound Shares and/or the Transfer and assignment of rights to subscribe for securities convertible into Bound Shares (all deemed, for all purposes, to fall within the definition of Bound Shares), and the Shareholders undertake not to set any deadline for the exercise of such preemptive rights shorter than that necessary to enable compliance with this Section V.

5.1.2. Any Transfer or creation of any Encumbrance on the Bound Shares in violation of the terms of this Agreement shall be deemed null and void, and the Company shall refrain from registering it.

5.2. Preemptive Right. Subject to Sections 5.5 and 5.6 below, if any Shareholder (the "Offering Shareholder") receives a firm, bona fide, irrevocable and unconditional offer, subject solely to the non-exercise of the Preemptive Right (the "Offer"), from another Shareholder or from a Third Party (the "Offeror") to sell or otherwise Transfer, in whole or in part, directly or indirectly, any of its Bound Shares (the "Offered Shares"), the Offering Shareholder shall, as a condition to such Transfer, grant to the other Shareholders (the "Offered Shareholders") a

preemptive right to acquire the Offered Shares, on the same terms and conditions as those of the Offer (the “Preemptive Right”), by delivering to the Offered Shareholders a written notice, in accordance with Section 9.1 below, containing the irrevocable and unconditional offer of the Offering Shareholder to sell to the Offered Shareholders (the “Notice of Preemptive Right”), with a copy to the Company, which notice shall include: (i) a copy of the Offer, together with the commitment of the Offeror to acquire the Offered Shares on the proposed terms; (ii) the irrevocable and unconditional decision of the Offering Shareholder to accept the Offer, should the Preemptive Right not be exercised; (iii) the identification of the Offeror, including its full name and qualification and, if applicable, its directors and its partners or shareholders, up to the level of the natural persons; and (iv) any other relevant information regarding the proposed Transfer.

5.2.1. During the ten (10) days following receipt of the Notice of Preemptive Right (the “Preemptive Period”), each Offered Shareholder shall have the right to exercise its Preemptive Right by delivering a notice, in accordance with Section 9.1, to the Offering Shareholder, with copies to the other Offered Shareholders and to the Company, informing its irrevocable and unconditional decision to acquire up to all of the Offered Shares (the “Counter-Notice of Preemptive Right”). The absence of a Counter-Notice of Preemptive Right by any Offered Shareholder within the Preemptive Period shall be deemed an irrevocable and unconditional waiver of such Offered Shareholder’s Preemptive Right.

5.2.2. If the Preemptive Right is exercised with respect to all (and not less than all) of the Offered Shares, such shares shall be acquired in accordance with the terms of the Offer and transferred to the Offered Shareholder(s) who exercised the Preemptive Right. The Offering Shareholder and the relevant Offered Shareholder(s) shall consummate such Transfer on the fifth (5th) Business Day following the end of the Preemptive Period. If two (2) or more Offered Shareholders exercise their Preemptive Right, the Offered Shares shall be allocated among them: (i) in the proportion agreed upon among the Offered Shareholders who exercised the Preemptive Right, pursuant to a written instrument delivered to the Offering Shareholder and filed with the Company’s registered office; or, in the absence of such agreement, (ii) in proportion to the number of Bound Shares held by each of them relative to the total Bound Shares issued by the Company and subject to this Agreement (excluding the participation of the Offering Shareholder and of the other Offered Shareholders who did not exercise their Preemptive Right).

5.2.3. If the Offered Shareholders do not exercise the Preemptive Right under Section 5.2.1 to acquire all of the Offered Shares, the Offering Shareholder shall be authorized, for a period of forty (40) days from the end of the Preemptive Period, to Transfer the Offered Shares to the Offeror, strictly in accordance with the terms of the Offer. Upon expiration of such forty (40) day period without consummation of the Transfer of the Offered Shares by the Offering Shareholder (except in the case of an extension provided for in Section 5.2.4 below), if the Offering Shareholder wishes to Transfer its Bound Shares, it must again comply with the procedures set forth in this Section 5.2.

5.2.4. If the Preemptive Right is exercised, the deadline for consummation of the Transfer of the Offered Shares provided for in Section 5.2.2 above shall be automatically

extended for the period necessary to obtain licenses and prior approvals from any Governmental Authority, including, without limitation, approvals required by the Administrative Council for Economic Defense (CADE). The requests for authorization to carry out the Transfer shall be submitted to the respective Governmental Authorities within the period provided for in Section 5.2.3 above, under the responsibility of the Offeror and the Offering Shareholder.

5.3. Accession. The Transfer of the Offered Shares to a Third-Party Offeror shall be subject to such Third Party's simultaneous accession to this Agreement, in an unconditional and irrevocable manner.

5.4. Drag-Along Right. Subject to the procedures for the exercise of the Preemptive Right set forth in Section 5.2, if one or more Offered Shareholders fail to exercise such right, the Offering Shareholder(s) holding, individually or jointly, Bound Shares representing at least the Deliberation Quorum may require the other Offered Shareholders to sell all of the Bound Shares held by them to a Third Party, in which case the Offered Shareholders shall be obligated to sell their Bound Shares jointly with, and on the same terms and conditions as, the Offering Shareholder(s) (the "Drag-Along Right"), in accordance with the provisions of this Section 5.4 and its subsections.

5.4.1. The Drag-Along Right may be exercised only in the event the Offering Shareholder(s) intend(s) to Transfer all (and not less than all) of their Bound Shares to a Third Party.

5.4.2. The Drag-Along Right may be exercised by the Offering Shareholder(s) holding, individually or jointly, Bound Shares representing at least the Deliberation Quorum, under the terms of this Agreement.

5.4.3. For the exercise of the Drag-Along Right, the Offering Shareholder(s) shall deliver to the Offered Shareholders, with a copy to the Company, together with the Notice of Preemptive Right, another written notice in accordance with Section 9.1 of this Agreement, informing of the irrevocable and unconditional exercise of the Drag-Along Right, conditioned solely upon the non-exercise of the Preemptive Right by the Offered Shareholders.

5.4.4. Once exercised, the Drag-Along Right shall be unconditional and irrevocable for the Offering Shareholder(s) if the Transfer to the Third Party is consummated, and all costs and expenses incurred in connection with the preparation and consummation of the Transfer, including attorneys' fees and fees of other professionals, shall be borne and assumed by the Shareholders in proportion to the number of Bound Shares actually Transferred by each of them.

5.4.5. If the Drag-Along Right is exercised by the Offering Shareholder(s) pursuant to this Section 5.4 and its subsections, the Shareholders shall take, or cause to be taken, all actions necessary or reasonably desirable for the prompt consummation of the sale carried out pursuant to this Section 5.4, and shall agree to execute and deliver, against payment of the purchase price of their Bound Shares, any instruments reasonably specified by the Third Party,

including, if applicable, the share transfer instruments and the share purchase agreement with customary representations and warranties for transactions of this nature, it being understood that the Offered Shareholders shall be liable for their representations, which shall be equivalent to those made by the Offering Shareholder(s).

5.4.6. Permitted Transfers. Each Shareholder may Transfer its Bound Shares (including the Preemptive Right relating thereto) at any time, without being subject to the restrictions set forth in this Section V, to its Successors and Permitted Transferees (as defined in Section 5.5.1 below).

5.4.7. The Transfer of Bound Shares to Affiliates (such Affiliates meeting the conditions set forth herein, the “Permitted Transferees”) shall be subject, cumulatively, to the following conditions: (a) the Affiliate transferee must accede to this Agreement, unconditionally and irrevocably, as a condition to the validity of the Transfer; (b) the transferring Shareholder, individually or jointly with its Successors, must, directly or indirectly, hold at least Control of the share capital of the Affiliate, and further undertake to: (b.1) not Transfer, share, or dispose of its direct or indirect ownership interest, as applicable, in the relevant Permitted Transferee in any manner without first causing the Bound Shares to revert back to itself and complying with the restrictions on the Transfer of Bound Shares, as and to the extent applicable under this Agreement; and (b.2) jointly and severally guarantee all obligations of the Affiliate transferee under this Agreement.

5.5. Public Trading of Bound Shares. In addition to the provisions of Section 5.5 above, each Shareholder is hereby authorized to Transfer or dispose of its Bound Shares, in whole or in part, to any purchaser through public trading on an exchange or over-the-counter market, without being subject to the restrictions set forth in Sections 5.1 and 5.2 above. For purposes of complying with this Section, the Shareholders may release, in whole or in part, the Bound Shares so that they may be listed and remain in the trading environment of the exchange, thereby enabling their Transfer. Bound Shares transferred pursuant to this Section 5.6 shall automatically cease to be subject to this Agreement and shall no longer fall within the definition of Bound Shares for purposes hereof. This Agreement shall, however, remain in full force and effect with respect to the remaining Bound Shares and their respective Shareholders. If Shares are transferred to Shareholders as a result of a public trade, such Shares, once no longer traded on an exchange, shall automatically become subject again to this Agreement.

5.6. Succession, Incapacity, and/or Transfer of Bound Shares. In the event of the death of any Shareholder, resulting in the transfer of its Bound Shares to its respective Successors, or the removal of any Shareholder due to permanent or temporary incapacity, the provisions of this Agreement shall remain in full force and effect.

VI. ENCUMBRANCE OF BOUND SHARES

6.1. Prohibition and Ineffectiveness of Encumbrances. The Shareholders further agree not to create any Encumbrance over the Bound Shares, except for usufructs and restrictions on transferability and attachability (incommunicabilidade e impenhorabilidade), if applicable,

provided for in a gift or will. The Shareholders shall also refrain from entering into agreements or other commitments providing for the Transfer of Bound Shares, except where, in each case, previously approved in writing by all Shareholders and, even if so approved, only if the beneficiary or counterparty, prior to the effectiveness of such Encumbrance or agreement, undertakes in writing to comply with the terms and conditions set forth in this Agreement. Any creation of an Encumbrance in violation of this Agreement shall be invalid, unenforceable, and shall not be recognized or given effect by the Shareholders or by the Company, and shall constitute a breach of this Agreement.

6.2. Bound Shares Subject to Attachment. In the event that the Bound Shares owned by any Shareholder become subject to the imposition of an involuntary Encumbrance, such as attachment, seizure, or any other form of judicial lien (the “Attached Bound Shares”), the Shareholder holding the Attached Bound Shares shall request from the competent court the release of such shares within the period provided for in Article 847 of the Brazilian Code of Civil Procedure.

6.2.1. If the Attached Bound Shares are not released and a forced sale is commenced by the competent court under Article 861 of the Brazilian Code of Civil Procedure, the other Shareholders shall have the right to acquire such Attached Bound Shares at the Price of the Attached Bound Shares, subject to the provisions of the following clauses.

6.2.2. The price of the Attached Bound Shares to be offered to the other Shareholders, pursuant to Article 861, items I and II, of the Brazilian Code of Civil Procedure, shall correspond to the weighted average (by daily trading volume) of the daily closing prices of the Company’s shares traded on B3 during the sixty (60) trading sessions immediately prior to the date of the involuntary Encumbrance of the Bound Shares (the “Price of the Attached Bound Shares”).

6.2.3. If more than one Shareholder exercises the right to purchase, the acquisition of the Attached Bound Shares shall be made in proportion to the number of Bound Shares held by each of them relative to the total Bound Shares of the Company subject to this Agreement, excluding the holdings of the Shareholder whose Bound Shares are Attached and of those Shareholders who did not exercise their purchase right.

6.2.4. It is agreed that the Shareholder holding the Attached Bound Shares shall immediately notify the other Shareholders in writing, in accordance with Section 9.1 below, of the creation of such lien and shall keep them informed of all procedural developments related thereto, under penalty of being liable for any losses and damages caused.

VII. ADDITIONAL OBLIGATIONS

7.1. Confidentiality. Each Shareholder shall maintain as confidential any information received from the Company, including, without limitation, all data and information obtained by any Shareholder in accordance with this Agreement and any of the transactions contemplated

herein (“Confidential Information”). Information that (a) is independently developed by the Shareholders (without the use of any Confidential Information) or is not subject to confidentiality and has been lawfully obtained from another source entitled to provide it; (b) becomes publicly available without violation of this Agreement; (c) was known by a Shareholder at the time of disclosure as not being subject to confidentiality, as evidenced by documentation in its possession; (d) the Company agrees in writing is free of such restrictions; or (e) must, currently or in the future, be disclosed as required by applicable law (of which the Company shall be given notice and the opportunity to seek to restrict disclosure) or by court order, shall not be considered Confidential Information for purposes of this Agreement. No Shareholder shall grant access, without the prior consent of the Company, and the Company shall not be obligated to grant access, to the Confidential Information described in this Section to any Person who does not first undertake in writing, prior to obtaining such access, to maintain its confidentiality, including, without limitation, directors, officers, employees, representatives, and agents of the relevant Shareholder.

7.2. Obligations of the Company. The Company accepts all terms and provisions of this Agreement and undertakes, vis-à-vis the Shareholders, to comply with and to cause compliance with all provisions hereof throughout the term of this Agreement. In addition, each Shareholder shall vote in such a manner as to permit the Company to comply with the obligations assumed by it under this Agreement (or the provisions applicable to it).

VIII. TERM AND TERMINATION OF THE AGREEMENT

8.1. Term. This Agreement shall be effective as of August 31, 2020, and the Shareholders and their Successors and Permitted Transferees shall be bound by all terms and conditions set forth herein, with this Agreement remaining in full force, valid, and binding among the Shareholders and their Successors for an initial period of ten (10) years from its effective date.

8.2. Renewal and Termination. This Agreement may be renewed for an additional period of ten (10) years upon request by any Shareholder made during the penultimate year of each term of this Agreement (i.e., during the ninth (9th) year of each period). The termination or expiration of this Agreement shall not affect the liability of any Shareholder for any breach committed prior to the date of such termination.

8.2.1. The provisions of Section 8.1 (Confidentiality) and Section XI (Governing Law and Dispute Resolution) shall survive the expiration or termination of this Agreement.

IX. NOTICES

9.1. Notices. Any notice, request, demand, consent, approval, statement, or other communication to be given under this Agreement shall be in writing and shall be delivered (i) by hand, (ii) by email to the addresses to be informed in writing, with confirmation of receipt, (iii) by express courier, or (iv) by registered mail, return receipt requested, postage prepaid, addressed as follows:

- (a) If to Gabriel:
Rua José Versolato, No. 111-B, Suite 3014,
Downtown District, CEP 09750-73
São Bernardo do Campo/SP – Brazil
Email: gabriel.loures@meliuz.com.br

- (b) If to Israel:
Rua José Versolato, No. 111-B, Suite 3014,
Downtown District, CEP 09750-73
São Bernardo do Campo/SP – Brazil
Email: israel@meliuz.com.br

- (c) If to Túlio:
Rua José Versolato, No. 111-B, Suite 3014,
Downtown District, CEP 09750-73
São Bernardo do Campo/SP – Brazil
Email: tulio@meliuz.com.br

- (d) If to André:
Rua José Versolato, No. 111-B, Suite 3014,
Downtown District, CEP 09750-73
São Bernardo do Campo/SP – Brazil
Email: andre.amaral@meliuz.com.br

- (e) If to the Company:
Rua José Versolato, No. 111-B, Suite 3014,
Downtown District, CEP 09750-73
São Bernardo do Campo/SP – Brazil
Attn.: Executive Board
Emails: juridico@meliuz.com.br and ri@meliuz.com.br

or to any other address that may be designated by notice given to the Shareholders as provided herein. Delivery of any notice under this Agreement may be waived in writing by the intended recipient of such notice.

X. GENERAL PROVISIONS

10.1. Irrevocability. This Agreement is executed on an irrevocable and irreversible basis, binding upon the Shareholders and the Company, for themselves and for their respective Successors and Permitted Transferees, under any title.

10.2. Entire Agreement. The terms and provisions of this Agreement shall prevail over any and all other understandings or prior agreements among the Shareholders, whether oral or written, express or implied, with respect to the matters set forth herein. The Shareholders acknowledge that this Agreement faithfully reflects all prior negotiations among them, as well as their intentions regarding the matters addressed herein.

10.2.1. This Agreement shall prevail over any other understandings or agreements, even if subsequent, among the Shareholders, which have not been submitted to the Central Bank of Brazil, pursuant to Article 5, paragraph 4, and Article 11, paragraph 1, of Circular No. 3,649 of 2013.

10.3. Assignment of Rights and Obligations. The rights and obligations of the Shareholders and the Company arising under this Agreement may not be transferred or assigned, in whole or in part, without the prior written consent of the other Parties hereto. Any purported assignment or transfer of the rights and obligations set forth herein made without the consent of the other Parties shall be null and void. The foregoing shall not apply to Transfers of Bound Shares made in accordance with Section V above.

10.4. Amendments. This Agreement may be amended only by a written instrument duly executed by all the Shareholders and the Company.

10.5. No Waiver. The failure of any Party to demand strict compliance with the provisions of this Agreement by any other Party or by the Company shall not be construed as a waiver of future compliance with such provision. No waiver of any provision of this Agreement by any Party shall be deemed to have occurred unless such waiver is made in a written instrument executed by such Party. The provisions of this Agreement may only be modified by a written instrument executed by all the Shareholders.

10.6. Severability. Each provision of this Agreement shall be interpreted so as to be valid and enforceable under applicable law. If any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Agreement.

10.7. Filing and Registration at the Company's Registered Office. One counterpart of this Agreement shall be filed at the Company's registered office and annotated in the corresponding corporate records, including in the records maintained by the depositary financial institution, pursuant to Article 118, caput and paragraph 1, of the Brazilian Corporation Law, with the following wording: *"The Shareholder holding these shares is a signatory to the Shareholders' Agreement executed on August 31, 2020, a copy of which is filed at the Company's registered office"*.

10.7.1. One counterpart of this Agreement shall also be filed at the registered office of any company that issues Bound Shares, as well as annotated in the corresponding corporate records, including in the records maintained by the relevant depositary financial institution, if applicable, pursuant to Section 10.7 above.

10.8. Specific Performance. In the event of non-performance of the obligations assumed herein, the aggrieved Party shall be entitled, without prejudice to any damages to which it may be entitled, to specific performance of the unfulfilled obligations, through judicial or arbitral relief providing for the enforcement, substitution, or supply of the act, vote, or measure performed, refused, or omitted.

XI. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Federative Republic of Brazil, and the interpreter shall make use of the “Definitions” that clarify and complement the text of this Agreement.

11.2. Dispute Resolution Procedure. Any and all disputes, controversies, issues, questions, doubts, or divergences of any nature, directly or indirectly related to this Agreement, involving any of the Parties (a “Dispute” and the “Involved Parties,” respectively), shall be resolved by arbitration, to be administered and conducted by the Arbitration Center of the Brazil–Canada Chamber of Commerce (the “Arbitration Chamber”), in accordance with the procedural rules of the Arbitration Chamber in effect at the time of the arbitration (the “Rules”), subject to any amendments to the Rules made by mutual agreement of the Parties.

11.2.1. Arbitration shall be conducted by three (3) arbitrators (the “Arbitral Tribunal”). The claimant shall appoint one (1) arbitrator, and the respondent shall appoint another arbitrator. If there is more than one claimant, all claimants shall jointly and by mutual agreement appoint one (1) arbitrator; if there is more than one respondent, all respondents shall jointly and by mutual agreement appoint one (1) arbitrator. The two (2) appointed arbitrators shall, jointly and by mutual agreement, appoint the third arbitrator, who shall preside over the Arbitral Tribunal. Any omissions, refusals, disputes, doubts, or disagreements regarding the appointment of arbitrators shall be resolved by the Arbitration Chamber.

11.2.2. The procedures provided for in this Section shall also apply in the event of replacement of any member of the Arbitral Tribunal.

11.2.3. The arbitration shall be seated in the City of São Paulo, State of São Paulo, Brazil; provided, however, that if reasonably justified, the Arbitral Tribunal may authorize specific proceedings to be conducted in other locations.

11.2.4. The arbitration shall be conducted in Portuguese.

11.2.5. The arbitration shall be governed by the laws of the Federative Republic of Brazil.

11.2.6. The arbitration shall be confidential.

11.2.7. Subject to the principles of causality, reasonableness, and proportionality, the Arbitral Tribunal shall allocate among the Involved Parties: (i) the fees and any other amounts due, paid, or reimbursed to the Arbitration Chamber; (ii) the fees and any other amounts due, paid, or reimbursed to the arbitrators; (iii) the fees and any other amounts due, paid, or reimbursed to experts, translators, interpreters, stenographers, and other assistants possibly appointed by the Arbitration Chamber or the Arbitral Tribunal; (iv) attorneys’ fees set by the Arbitral Tribunal; and (v) penalties for procedural misconduct, as applicable, which shall not exceed ten percent (10%) of the value in dispute. The Arbitral Tribunal shall not order any Party to bear (a) contractual fees or any other amounts due, paid, or reimbursed by the counterparty to its counsel, experts, translators, interpreters, and other assistants, or (b) any other amounts due, paid, or reimbursed by the counterparty in connection with the arbitration,

including, by way of example, photocopying, notarization, consular legalization, and travel expenses.

11.2.8. The arbitral award shall be final and binding, and shall not be subject to judicial homologation or appeal, except in the case of (i) requests for corrections and clarifications to the Arbitral Tribunal, as provided in Article 30 of the Brazilian Arbitration Law, and (ii) annulment actions provided for in Article 32 of the Brazilian Arbitration Law.

11.2.9. Before the constitution of the Arbitral Tribunal, any of the Involved Parties may request interim relief from the Judiciary, pursuant to Articles 22-A and 22-B of the Brazilian Arbitration Law, it being understood that any such request shall not affect the existence, validity, or effectiveness of the arbitration agreement, nor shall it constitute a waiver of the requirement to submit the Dispute to arbitration. After the constitution of the Arbitral Tribunal, applications for interim relief shall be submitted to the Arbitral Tribunal.

11.2.10. For (i) interim relief prior to the constitution of the Arbitral Tribunal, (ii) any annulment action under Article 32 of the Brazilian Arbitration Law, and (iii) Disputes that, under Brazilian law, cannot be submitted to arbitration, the courts of the Judicial District of São Paulo, State of São Paulo, shall have exclusive jurisdiction, and all other venues, however privileged, are hereby waived.

11.2.11. The enforcement of any decision rendered by the Arbitral Tribunal, including the final arbitral award and any partial final award, shall preferably be sought before the courts of the Judicial District of São Paulo, State of São Paulo, Brazil; provided, however, that if useful or necessary, enforcement may be sought in any court, including foreign courts.

11.2.12. In order to optimize the resolution of Disputes, upon request of any of the Involved Parties, the Arbitral Tribunal may consolidate two or more Disputes into a single arbitral proceeding, if it cumulatively determines that (i) the Disputes involve a common claim or cause of action, and (ii) maintaining separate arbitral proceedings could give rise to conflicting or contradictory decisions (“Consolidation”).

11.2.13. Consolidation of any Dispute for which the terms of reference referred to in item 4.17 of the Rules (or any equivalent provision that may replace it) have already been executed at the time of the consolidation request shall be prohibited.

11.2.14. Subject to Section 11.2.1, the first Arbitral Tribunal to be constituted, pursuant to Article 19 of the Brazilian Arbitration Law, shall have jurisdiction to decide on the consolidation request, it being understood that the decision to grant or deny consolidation shall be final and binding on all Involved Parties to the Disputes that are the subject of the consolidation decision.

11.2.15. The Consolidation shall not prevent the subsequent challenge of the appointment of an arbitrator on the grounds of lack of independence, impartiality, or other justified reason, and the procedures of the Arbitration Chamber for the challenge of arbitrators shall apply in such case.

* * *
_ _ _ _

IN WITNESS WHEREOF, the Shareholders and the Company have duly executed this First Amendment, in the presence of the two (2) undersigned witnesses, electronically, by means of digital certificate and/or electronic signature platform duly authorized by the Brazilian Public Key Infrastructure – ICP-Brasil, all such signatures being valid and binding for all legal purposes.

Belo Horizonte/MG, August 12, 2025.

(remainder of this page intentionally left blank)
(signatures on the following page)

of Méliuz S.A., executed on August 12, 2025)

Shareholders:

**GABRIEL LOURES ARAÚJO
SALMEN**

ISRAEL FERNANDES

**TULIO BRAGA PAIVA PACHECO
RIBEIRO**

ANDRÉ AMARAL

Party that was a Shareholder under the Agreement prior to this Amendment:

**ORG INVESTMENTS LLC
FIGUEIREDO**

LUCAS MARQUES PELOSO

Company:

MÉLIUZ S.A.
Dúnia Neves Ruas Mourão
Marcio Loures de Araujo Penna

Witnesses:

1. _____ 2. _____
Nome: Stephanie Cristine Nodari de Oliveira Nome: Lorrane Tolentino Custódio