

RESTRICTED STOCK GRANT PLAN

This Restricted Stock Grant Plan of Méliuz S.A. (the “Plan” and the “Company”, respectively), approved by the Extraordinary General Shareholders’ Meeting of the Company held on December 23, 2021, as amended by the Extraordinary General Shareholders’ Meeting of the Company held on October 5, 2026, sets forth the main terms and conditions for the grant of common, registered, no-par-value shares issued by the Company (“Restricted Shares”), pursuant to applicable law and the Company’s bylaws currently in effect (“Bylaws”).

1. Objectives of the Plan

1.1. Purpose. This Plan is intended to allow the Company, upon verification of the conditions expressly established 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) with the success of the Company’s activities and the return to its shareholders, thereby motivating them to contribute substantially to the success and progress of the Company; (c) share the risks and rewards of its activities with certain Beneficiaries; and (d) grant long-term incentives to certain Beneficiaries aiming at the business continuity strategy of the Company.

2. Eligible Beneficiaries

2.1. Beneficiaries. Officers and directors, including members of the Board of Directors, the Executive Board, and Committees of the Company, employees, and natural persons who render services to the Company (“Beneficiaries” or “Beneficiary”) may benefit from the grant of Restricted Shares under this Plan.

2.1.1. The designated Beneficiary must enter into a Restricted Stock Grant Agreement with the Company (“Grant Agreement”), as defined in Section 4.2.

3. Administration of the Plan

3.1. Administration. The General Shareholders’ Meeting of the Company shall be exclusively responsible for the approval, amendment, suspension, or termination of the Plan. However, subject to the general conditions of the Plan, the Bylaws, applicable law, and the guidelines set forth by the relevant General Shareholders’ Meeting approving the Plan, the administration of the Plan shall be vested in the Board of Directors of the Company, which shall have full authority to take all necessary and appropriate measures for the implementation and management of the Plan, including powers to:

- (a) establish and apply general rules regarding the grant of Restricted Shares and resolve any doubts as to the interpretation of the terms and conditions of the Plan, by means of resolution adopted at a meeting of the Board of Directors of the Company;

- (b) set performance targets for departments, sectors, or operations of the Company that are not solely tied individually to a respective Beneficiary;
- (c) select the Beneficiaries of this Plan, as well as authorize the grant of Restricted Shares to them, determining all terms and conditions of the Restricted Shares granted individually, and, if necessary, modify the terms and conditions of the Restricted Shares to comply with applicable law;
- (d) determine the quantity of Restricted Shares to be granted to each Beneficiary and/or specific groups of Beneficiaries, provided that the total share limit provided in Section 5.1 below is observed;
- (e) approve the issuance of new shares, within the limit of the authorized capital provided in the Bylaws, to enable the grant of Restricted Shares under this Plan, regardless of whether there are treasury shares of the Company that could fulfill such function;
- (f) approve the Grant 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; and
- (g) authorize the acquisition and disposal of treasury shares, pursuant to Article 4, Item I of CVM Instruction No. 567, dated September 17, 2015, as amended ("CVM Instruction 567"), in order to enable the transfer of Restricted Shares to the Beneficiaries.
- (h) Verify, in each case, compliance with contractual, legal, statutory, and regulatory requirements necessary for the transfer of Restricted Shares to the Beneficiaries.

3.2. Resolutions. Resolutions on all matters related to this Plan adopted by the Board of Directors shall be binding upon the Company.

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

4. Grant of the Right to Receive Restricted Shares

4.1. Grant. Periodically, during the term of the Plan, the Board of Directors shall designate the Beneficiaries to whom the right to receive Restricted Shares shall be granted.

4.1.1. The number of shares, schedules, and other conditions related to the grant of the right to receive Restricted Shares shall be determined by the Board of Directors upon the execution of each Grant Agreement, subject to the general guidelines set forth in this Plan.

4.2. Form. The grant of the right to receive Restricted Shares under this Plan shall be effected through the execution of a Grant Agreement between the Company and each Beneficiary, which shall set forth, without limitation to other conditions determined by the Board of Directors, the quantity of Restricted Shares granted and the conditions for acquiring rights related to the Restricted Shares.

4.2.1. The Board of Directors of the Company may establish distinct terms and conditions for each Grant Agreement, without any requirement to apply rules of equal treatment, priority, or analogy among Beneficiaries, even if they are in similar or identical situations, provided that the terms of this Plan are observed.

4.2.2. The Board of Directors may condition the grant of the right to receive Restricted Shares upon certain conditions, as well as impose restrictions on the transfer of Restricted Shares, and may also reserve to the Company repurchase options and/or rights of first refusal in the event of transfer of Restricted Shares by the Beneficiary.

4.3. Non-Transferability. The rights and obligations under this Plan are personal and non-transferable, and the Beneficiary may not, under any circumstances, assign, transfer, or otherwise convey such rights or obligations to any third party, subject to Section 7.

4.4. Termination. The right to receive Restricted Shares under this Plan shall be automatically terminated, without right to any indemnity, and all of its effects shall automatically cease, without prior notice, in the following events:

- (a) upon mutual termination of the Grant Agreement;
- (b) under the applicable circumstances set forth in Sections 7 and 8 of this Plan and/or any other circumstances provided for in the Grant Agreement, observing, in such case, the treatment specified in the respective clauses regarding Restricted Shares;
- (c) by mutual agreement between the Board of Directors of the Company and the Beneficiary; and/or
- (d) if the Company is dissolved, liquidated, declared bankrupt, and/or files for judicial or extrajudicial reorganization.

5. Grant Limit and Shares Subject to this Plan

5.1. Share Limit. Restricted Shares granted under this Plan, together with options and/or shares granted under other share-based compensation plans of the Company, shall not exceed an aggregate limit of 10% (ten percent) of the total shares issued by the Company as of the date of approval of the amendment to this Plan by the General Shareholders' Meeting.

5.1.1. If the number, class, or series of Shares existing on the date referred to in Section 5.1 above is altered as a result of stock dividends, stock splits, reverse stock splits, conversion of shares from one class or series into another, or conversion into shares of other securities issued by the Company, the Board of Directors of the

Company shall evaluate the need for adjustments to the share limit provided in Section 5.1 above to prevent distortion of the Plan and prejudice to the Company and/or Beneficiaries.

5.1.2. For the purposes of the limit set forth in Section 5.1 above, the limit shall be consumed by Restricted Shares already transferred to Beneficiaries and those whose right of receipt has been granted but not yet transferred, with Restricted Shares whose right of receipt has been terminated pursuant to Section 4.4 of this Plan returning to the pool.

5.2. Issuance/Source of Shares. To enable the grant of Restricted Shares under this Plan, the Company may, at the discretion of the Board of Directors: (a) issue new shares within the authorized capital limit; and/or (b) authorize the acquisition and disposal of treasury shares, pursuant to Article 4, Item I of CVM Instruction 567.

5.3. Rights. Restricted Shares acquired under the Plan shall retain all rights inherent to their class, in accordance with applicable law and the Bylaws.

6. Transfer of Restricted Shares and Lock-up

6.1. Conditions. The Board of Directors shall set forth in each Grant Agreement the conditions for the transfer of Restricted Shares to the Beneficiary.

6.1.1. The Grant Agreement to be executed with each Beneficiary, as approved by the Board of Directors, may stipulate vesting periods for the Restricted Shares, limited to 24 months from the execution of the respective Grant Agreement, or the immediate delivery of Restricted Shares to the Beneficiary, subject to Section 3.1(h).

6.1.2. In the event vesting is established by the Board of Directors upon execution of each Grant Agreement, the Board of Directors may provide for the partial grant of tranches of shares at pre-determined intervals during the vesting period.

6.1.3. For the purposes of this Plan, the date of transfer of Restricted Shares to the Beneficiary shall correspond to the business day immediately following (i) the date of execution of the Grant Agreement under which Restricted Shares are granted to the respective Beneficiary ("Grant Date"); or, when applicable, (ii) the satisfaction of any vesting period, as provided in the Grant Agreement, pursuant to Sections 6.1, 6.1.1, and 6.1.2 ("Transfer Date").

6.2. Lock-up. Beneficiaries may not trade or transfer, under any title, the Restricted Shares during the 12 months following each Transfer Date ("Lock-up Period").

6.2.1. The Board of Directors may, at its discretion, define a Lock-up Period different from that provided in Section 6.2, as specified in the Grant Agreement, provided that the following criteria are met cumulatively:

(a) the Beneficiary is not a related party to the controlling shareholders of the Company; and

(b) the Lock-up Period established by the Board of Directors is not less than 6 months.

6.2.2. The restriction on trading set forth in Section 6.2 shall be annotated in the Company's Register of Registered Shares or in the books of the share transfer agent of the Company, as applicable, alongside the share record, and on share certificates, if issued.

6.2.3. The restriction on trading received Restricted Shares may extend beyond the periods set forth in Section 6.2 or in the Grant Agreement if the Beneficiary is in possession of material non-public information, pursuant to applicable law.

6.3. Tax Withholding. Prior to transferring Restricted Shares to Beneficiaries, the Company may withhold any applicable taxes, including by reducing the number of Restricted Shares effectively delivered to the Beneficiary.

6.4. Stockholder Rights. No Beneficiary shall have any rights or privileges of a shareholder of the Company until its Restricted Shares granted under this Plan are duly transferred to the Beneficiary and registered in its name with the Company's share transfer agent. Furthermore, considering 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 law and the respective regulations of B3 and the CVM, including without limitation prohibitions on trading shares for sale in the market; and (ii) acknowledges that the Plan constitutes an investment in the capital markets subject to all inherent risks, and the Company does not promise or guarantee any profit or return resulting from the Beneficiary's participation in this Plan.

7. Termination of Service/Employment and Effects

7.1. Termination for Cause / Dismissal with Cause. In the event of termination of employment or service for cause, as defined by applicable law, the Beneficiary's right to receive Restricted Shares granted and not yet transferred under Section 6.1.1 pursuant to the Grant Agreement shall automatically terminate by operation of law, without prior notice and without right to any indemnity or reimbursement, unless otherwise provided in the Grant Agreement.

7.2. Permanent Disability or Death. In the event of permanent disability or death of the Beneficiary, rights arising from Restricted Shares shall extend to their heirs and successors, who shall be entitled to the Restricted Shares, which shall be delivered directly to the Beneficiary, if possible, or to their heirs or successors in the event of death or loss of legal capacity due to permanent disability, within 180 days from the date of death or permanent disability, regardless of whether any vesting period in the Grant Agreement under Section 6.1.1 has elapsed.

7.3. Other Events. Retirement, voluntary termination, termination without cause, and unpaid leave shall be governed by the provisions of each Grant Agreement.

7.4. Restricted Shares already transferred to the Beneficiary shall not be affected by any events under Sections 7.1, 7.2, and 7.3, but the Beneficiary, even after termination of service with the Company, shall observe the Lock-up Period set forth in Section 6.2 and/or in the respective Grant Agreement, except as provided in Section 7.2.

8. Extraordinary Events

8.1. Change of Control: If, during the term of this Plan and the respective Grant 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, pursuant to the Bylaws, B3 rules, Novo Mercado rules, and CVM regulations, the Beneficiary shall be entitled to receive, within 30 days of the confirmation of the change of control, all Restricted Shares granted to them, regardless of the expiration of any vesting period set forth in the respective Grant Agreement under Section 6.1.1.

8.2. Corporate Restructuring Resulting in Dissolution: If the Company undergoes a corporate restructuring resulting in its dissolution, all granted shares shall be transferred to the Beneficiaries, regardless of compliance with conditions in the respective Grant Agreements, specifically any vesting period defined under Section 6.1.1, within 30 (thirty) days from the resolution approving such restructuring.

8.3. Corporate Restructuring with Survival of the Company: In cases of partial spin-off (without dissolution of the spun-off entity), merger, consolidation, or transformation involving the Company, as well as a merger of shares in which the Company is the surviving entity, no change shall occur to this Plan or to the respective Grant Agreement.

8.4. Dissolution/Liquidation: If the Company becomes subject to dissolution or liquidation, all granted shares shall be transferred to the Beneficiaries, regardless of compliance with conditions in the respective Grant Agreements, within 30 (thirty) days from the resolution approving the dissolution/liquidation.

8.5. Specific Conditions. Notwithstanding Sections 7 and 8, the Board of Directors may, whenever it deems that corporate interests are best served thereby, depart from the rules set forth in said sections and establish additional specific conditions in the event of termination of service of specific Beneficiaries or occurrence of extraordinary events, setting specific criteria regarding the grant and transfer of Shares, providing differentiated treatment to a specific Beneficiary or situation.

9. Term of Duration

9.1. Term. This Plan shall remain in effect for an indefinite term, but may be terminated at any time by resolution of the General Shareholders' Meeting. The expiration of this Plan or its early termination by the General Shareholders' Meeting shall not affect Grant Agreements already executed and in force.

10. General Provisions

10.1. The grant of Restricted Shares under this Plan shall not prevent the Company from deregistering as a public company, exiting the Novo Mercado, or engaging in corporate reorganizations such as transformations, mergers, consolidations, acquisitions, sales, or spin-offs. Management of the Company and entities involved in such transactions may, at their discretion and subject to Board determinations, decide to substitute the granted Restricted Shares with shares or equity units of the successor entity.

10.2. No provision of this Plan or Restricted Share grant shall confer upon any Beneficiary the right to remain an officer, director, employee, service provider, or representative of the Company (or its controlled entities), nor shall it interfere in any way with the Company's unilateral right, at any time and subject to legal and contractual conditions, to terminate the officer mandate, employment contract, or professional relationship.

10.3. Each Beneficiary must expressly adhere to the terms of this Plan, the Grant Agreement, resolutions of the Board of Directors regarding Restricted Shares, and the Bylaws, by means of an unequivocal written declaration confirmed in the Grant Agreement without reservation.

10.4. Any significant legal change relating to corporate law, CVM or B3 regulations, or the tax treatment of stock grant plans may prompt a partial or complete revision of this Plan.

10.5. Omitted cases shall be resolved by the Board of Directors and, when deemed appropriate by the Board, by the General Shareholders' Meeting of the Company.

10.6. This Plan and the Grant Agreements shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil, and any disputes arising out of or related to the Plan, Programs, and Grant Agreements shall be submitted to the courts of the Judicial District of Belo Horizonte, State of Minas Gerais, with express waiver of any other jurisdiction, however privileged.