

BRISANET PARTICIPAÇÕES S.A.

National Corporate Taxpayer's Register of the Ministry of Economy (CNPJ/ME) nº 19.796.586/0001-70

State Registration (NIRE) No: 23.300.045.742

Public Company

MINUTES OF THE THE BOARD OF DIRECTORS MEETING ON JULY 20, 2022

- 1 **DATE , TIME AND PLACE:** Held at 6:00 pm on July 20, 2022, at the registered office of **BRISANET PARTICIPAÇÕES SA** , registered in the National Register of Legal Entities of the Ministry of Economy ("**CNPJ/ME**") under no. 19.796.586/0001-70 and with NIRE nº 23300045742, located in the city of Pereiro, state of Ceará, on Highway CE-138 s/n, Stretch Pereiro - CE, border with RN - Km 14 access road Brisa 1km - Portão A Building 1 - Entrance 2, 1st floor, room 1, CEP 63.460-000 ("**Company**").
- 2 **CALL NOTICE AND ATTENDANCE:** The call formalities were waived, due to the presence of all the Company's shareholders, as per signature in the Shareholders' Attendance Book and pursuant to article 124, §4 of Law No. 6,404 of 1976, as amended ("**Law of Corporations**") and article 16, §3 of the Company's bylaws.
- 3 **PRESIDING BOARD:** The works were chaired by Mr. João Paulo Estevam and secretariat by Mr. Jose Roberto Nogueira.
- 4 **AGENDA:** To approve and resolve on: (1) the 1st (first) issue of simple, non-convertible, unsecured debentures, in a single series, of the Company in the total amount of BRL 300,000,000.00 (three hundred million reais) ("**Issuance**" and "**Debentures**", respectively), object of a public offering for distribution with restricted distribution efforts, pursuant to Law No. 6,385, of December 7, 1976, as amended ("**Securities Market Law**"), Instruction of the Securities and Exchange Commission ("**CVM**") No. 476, of January 16, 2009, as amended ("**CVM Instruction 476**"), other applicable legal and regulatory provisions ("**Offer**"); (2) the execution, by the Company, of any and all instruments necessary for the issuance of the Debentures, including, but not limited to, the following agreements, including their amendments: (2.i) the "*Private Instrument of Indenture of the 1st (First) Issuance of Simple Debentures, Not Convertible into Shares, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Distribution Efforts, by Brisamet Participações SA*" to be entered into between the Company and **VÓRTX DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA.** , a financial institution, duly constituted and validly existing in accordance with the laws of the Federative Republic of Brazil, with its head office in the City of São Paulo, State of São Paulo, at Rua Gilberto Sabino, nº 215, 4º andar, Pinheiros, CEP: 05.425 -020, registered with the CNPJ/ME under No. 22.610.500/0001-88 ("**Fiduciary Agent**" and "**Issuance Deed**" respectively); and (2.ii) the "*Coordination, Placement and Public Distribution Agreement, with Restricted Efforts, under the Firm Placement Guarantee Regime, of Simple Debentures, Non-Convertible into Shares, of the Unsecured Species, in a Single Series, of the 1st (First) Issue of Brisamet Participações SA*" , to be entered into between the Company and the institutions

comprising the securities distribution system, as intermediary institutions (“**Coordinators**” and “**Distribution Agreement**”); (3) express authorization for the Board of Executive Officers and the other legal representatives of the Company to perform any and all acts, negotiate the final conditions, take any and all measures and adopt all necessary measures for: (3.i) formalization, execution and management of the resolutions of these minutes for the issuance of the Debentures, as well as the execution of any and all instruments related to the Issue and the Offer, including, but not limited to, the following instruments: (a) the Deed of Issue, (b) the Agreement of Distribution, (c) amendments to the aforementioned instruments and other related instruments, (3.ii) formalization and effectiveness of the hiring of Coordinators, legal advisors and service providers necessary for the implementation of the Issue and the Offer, such as the settlement, the bookkeeper, the Fiduciary Agent, the independent auditor, the risk rating agency, among others, being able, for this purpose, to negotiate and sign the respective the contracting instruments and eventual alterations, as well as fixing their fees; (3.iii) ratification of all acts already performed by the Board of Executive Officers within the scope of the Issue and the Offering; and (3.iv) authorization for the publication of these minutes as provided for in article 130, paragraph 2 of the Brazilian Corporation Law.

5 RESOLUTIONS: After analyzing and discussing the matters on the agenda, by unanimous vote and without any reservations or restrictions, the shareholders, unanimously:

- (i) approved, pursuant to paragraph 1 of article 59 of the Brazilian Corporation Law and article 19, (xxiv) of the Company's bylaws, the Issuance and completion of the Offering, with the following characteristics and conditions:
 - (a) **Number of Issue of Debentures:** the Debentures represent the 1st (first) issue of debentures by the Company;
 - (b) **Total Amount of the Issue of Debentures:** the total amount of the Issue will be R\$ 300,000,000.00 (three hundred million reais), on the Issue Date (as defined below);
 - (c) **Number of Debentures:** 300,000 (three hundred thousand) Debentures will be issued;
 - (d) **Number of Series:** the Issue will be carried out in a single series;
 - (e) **Issue Date:** For all legal purposes and effects, the issue date of the Debentures will be August 25, 2022 (“**Issue Date**”);
 - (f) **Unit Face Value:** the Debentures will have a unit face value of R\$1,000.00 (one thousand reais) on the Issue Date (“**Unit Face Value**”);
 - (g) **Allocation of Funds:** net funds raised through the Issue will be fully and exclusively allocated by the Company for working capital and ordinary management of the Company's business;
 - (h) **Form, Type and Proof of Ownership:** the Debentures will be issued in nominative and book-entry form, without the issuance of certificates or certificates, and, for all legal purposes, the ownership of the Debentures will be proven by the statement issued by the Bookkeeper and, additionally, with respect to the Debentures that are electronically held in custody at B3, as the case may be, this extract will be issued on behalf of the Debenture Holders, which will serve as proof of ownership of such Debentures ;

- (i) **Convertibility:** the Debentures will be simple, not convertible into shares issued by the Company;
- (j) **Type:** the Debentures will be unsecured, pursuant to article 58, caput, of the Brazilian Corporation Law;
- (k) **Subscription Price and Payment Method:** the Debentures will be subscribed and paid in cash, in national currency, at the time of subscription, at their Unit Face Value, in accordance with the settlement rules applicable to B3. If any Debenture is paid in on a date other than and after the First Payment Date (as defined in the Deed of Issue), the payment shall consider its Unit Face Value plus the Remuneration, calculated *pro rata temporis* from the Profitability Start Date (as defined in the Indenture) until the date of its effective payment. The Debentures may be subscribed with a premium or discount, to be defined, if applicable, at the time of subscription of the Debentures, provided that, if applicable, the premium or discount will be the same for all Debentures paid in on the same Date of Payment (as defined in the Indenture);
- (l) **Term and Maturity Date:** except in the cases of early redemption, early maturity and optional acquisition for cancellation of all the Debentures, subject to the provisions of the Indenture, the Debentures will have a maturity of 5 (five) years, counted from the Date of Issuance, maturing, therefore, on August 25, 2027 ("**Maturity Date**");
- (m) **Preemptive Right:** there will be no preemptive right of the current shareholders of the Company in the subscription of the Debentures;
- (n) **Scheduled Renegotiation:** the Debentures will not be subject to scheduled renegotiation;
- (o) **Monetary Adjustment of the Debentures:** the Unit Face Value of the Debentures will not be adjusted for inflation;
- (p) **Remuneration of Debentures:** on the Unit Face Value of the Debentures, interest corresponding to the accumulated variation of 100% (one hundred percent) of the average daily rates of DI Interbank Deposits of one day, "*over extra-group*", expressed as a percentage per year, based on 252 (two hundred and fifty-two) Business Days, calculated and published daily by B3 ("**DI Rate**"), plus a *spread* (surcharge) of a certain percentage to be defined in accordance with the *Bookbuilding Procedure*, limited at a maximum rate of 2.00% (two whole percent) per year, based on 252 (two hundred and fifty-two) Business Days ("**Remuneration**"). The Remuneration will be calculated exponentially and cumulatively *pro rata temporis* per Business Days elapsed, levied on the Unit Face Value of the Debentures (or on the balance of the Unit Face Value of the Debentures, as the case may be), from the Profitability Start Date, or the Remuneration Payment Date (as defined below) immediately preceding (inclusive) until the Remuneration payment date in question (exclusively) or the payment date arising from a declaration of early maturity as a result of an Early Maturity Event (as defined below) or early redemption of the Debentures, pursuant to the Indenture, whichever occurs first. The Remuneration of the Debentures will be calculated according to the formula provided for in the Indenture;

- (q) **Payment of Remuneration:** S to the detriment of payments due to the occurrence of any early redemption, Optional Acquisition and/or early maturity of the obligations arising from the Debentures, in accordance with the terms set forth in the Deed of Issue, the Remuneration will be paid semiannually as of the Issue Date, with the first installment due on February 25, 2023, and the other payments always due on the 25th of February and August of each year, until the Maturity Date (each date, a “**Date of Payment of Remuneration**”) , according to the table provided for in the Indenture;
- (r) **Amortization of the Balance of the Nominal Unit Value:** S to the detriment of payments due to the occurrence of any early redemption, Optional Acquisition and/or early maturity of the obligations arising from the Debentures, in accordance with the terms set forth in the Indenture, the balance of the Amount Unit Nominal of the Debentures will be amortized in 3 (three) consecutive annual installments, the first installment being due on August 25, 2025 and the other installments being due on each of the respective amortization dates of the Debentures, according to the dates indicated in the 2nd (second) column of the table provided for in the Indenture (each, a “**Debenture Amortization Date**”) and percentages provided for in the 3rd (third) column in the table provided for in the Indenture;
- (s) **Optional Acquisition:** the Company may, at any time, acquire Debentures, subject to the provisions of article 55, paragraph 3, of the Brazilian Corporation Law, provided that it observes any rules issued by the CVM, and this fact, if required by the provisions applicable legal and regulatory requirements, to be included in the management report and in the Company's financial statements. The Debentures acquired by the Company in accordance with this Clause may, at the Company's discretion, be cancelled, remain in the Company's treasury, or be placed on the market again, subject to the restrictions imposed by CVM Instruction 476. The Debentures acquired by the Company to remain in treasury, under the terms of this Clause, if and when placed back on the market, they will be entitled to the same remuneration applicable to the other Debentures;
- (t) **Place of Payment:** the payments to which the debentures are entitled will be made by the Company on the respective maturity date, using, as the case may be: (a) the procedures adopted by B3 for the Debentures held in electronic custody; and/or (b) the procedures adopted by the Bookkeeper, for the Debentures that are not electronically held in custody at B3;
- (u) **Extension of Deadlines:** the deadlines referring to the payment of any obligation until the 1st (first) subsequent Business Day will be considered extended, if the due date coincides with a day on which there is no banking business at the place of payment of the Debentures, except cases where payments must be made through B3, in which case there will only be an extension when the payment date coincides with a declared national holiday, Saturday or Sunday;
- (v) **Charges:** Without prejudice to the Remuneration of the Debentures, if the Company fails to pay any amount due to the Debenture Holders, overdue debts overdue and not paid by the Company will be subject to, regardless of notice, notification or judicial or extrajudicial interpellation (i) conventional, irreducible and non-compensatory fine of 2%

(two percent); and (ii) default interest at the rate of 1% (one percent) per month, from the date of default until the date of effective payment; both calculated on the amount due and not paid (“**Delay Charges**”);

- (w) **Optional Early Redemption:** The Debentures may not be subject to optional early redemption, whether total or partial;
- (x) **Optional Extraordinary Amortization:** the Debentures will not be subject to extraordinary amortization;
- (y) **Early Expiration Events:** the obligations to be assumed by the Company in the Deed of Issuance will be subject to the hypotheses of automatic and non-automatic early maturity in the occurrence of any of the early maturity events to be provided for in the Deed of Issue, and the Fiduciary Agent must declare in advance the obligations arising from the Debentures, and demand the immediate payment, by the Company, of the amounts due under the terms of the Indenture;
- (z) **Early Redemption Offer:** the Company may, at its sole discretion, at any time, carry out an early redemption offer of all the Debentures, addressed to all Debenture Holders, with all Debenture Holders being assured equal conditions to accept the redemption of the Debentures for they held (“**Early Redemption Offer**”). The Early Redemption Offer will be operationalized as provided for in the Indenture. The amount to be paid to the Debenture Holders will be equivalent to the Unit Face Value of the Debentures or the balance of the Unit Face Value of the Debentures to be redeemed, plus (a) the Remuneration and other charges due and not paid until the date of the Early Redemption Offer, calculated *pro rata temporis* from the Profitability Start Date, or the previous Remuneration Payment Date, as the case may be, until the date of effective redemption of the Debentures object of the Early Redemption Offer, and (b) if applicable, the redemption premium indicated in the Early Redemption Offer Notice;
- (aa) **Distribution, Trading and Electronic Custody:** the Debentures will be deposited for:
 - (i) distribution in the primary market through the MDA – Asset Distribution Module (“**MDA**”), managed and operated by B3, with the distribution being settled financially through the B3; and
 - (ii) trading on the secondary market through CETIP21 – Securities (“**CETIP21**”), managed and operated by B3, with the negotiations being financially settled and the Debentures electronically held in custody at B3;
- (bb) **Procedure for Collecting Investment Intentions (*Bookbuilding Procedure*):** The Coordinators will organize the procedure for collecting investment intentions (*bookbuilding*) from potential Professional Investors, without receiving reserves, without minimum or maximum lots, in compliance with the provisions of article 3 of the CVM Instruction 476, for the definition, together with the Company, of the final rate of Remuneration (“**Bookbuilding Procedure**”). The result of the *Bookbuilding Procedure* will be ratified by means of an amendment to the Indenture, in, without the need for prior approval by the General Meeting of Debenture Holders and/or any other additional corporate approval of the Company; and

- (cc) **Other Features of the Issue:** the other terms and conditions of the Issue and the Debentures will be provided for in the Indenture.
- (ii) Approved the execution, by the Company, of any and all instruments necessary for the issuance of the Debentures and the execution of the Issue and the Offering, including, but not limited to, the following instruments, including their amendments: **(a)** the Deed of Issue and, **(b)** the Distribution Agreement;
- (iii) The Board of Executive Officers and the other legal representatives of the Company expressly approved to perform any and all acts, negotiate the final conditions and take any and all measures and adopt all necessary measures to: **(a)** formalize, implement and manage the resolutions of these minutes for the issuance of Debentures, including the execution of : **(i)** the Deed of Issue and **(ii)** the Distribution Agreement; as well as the signature of any other instrument necessary or recommended for the execution of the Issue and the Offer (such as powers of attorney, declarations, amendments to said instruments and other related instruments); **(b)** formalization and execution of the hiring of Coordinators, legal advisors and service providers necessary for the implementation of the Issue and the Offer, such as the settlement agent, the bookkeeper, the Fiduciary Agent, independent auditor, the rating agency risk, among others, being able, for that, to negotiate and sign the respective contracting instruments and eventual alterations, as well as to fix their fees; **(c)** ratification of all acts already performed in relation to the above resolutions; and **(d)** authorization for the publication of these minutes as provided for in article 130, paragraph 2 of the Brazilian Corporation Law.

6. CLOSURE: There being no further business to discuss, Mr. The Chairman offered the floor to anyone who wanted to use it and, as no one spoke, he declared the work closed and the meeting adjourned for the time necessary to draw up these minutes. Once the session was reopened, these Minutes were read, checked, approved and signed by those present.

7. SIGNATURES: Board: Chairman, Mr. John Paul Estevam; and Secretary, Mr. Jose Roberto Nogueira. Directors present: José Roberto Nogueira, João Paulo Estevam, José Romario Fernandes Pinheiro, João Paulo de Araújo Queiroz, Moacy de Freitas Melo, Geraldo Luciano Mattos Junior and Igor Nascimento Barbosa.

(I certify that this is a true copy of the minutes drawn up in the proper book)

Pereiro, July 20, 2022.

Presiding Board:

João Paulo Estevam

President

Jose Roberto Nogueira

Secretary