

SHAREHOLDERS' AGREEMENT

signed between,

JOSÉ ROBERTO NOGUEIRA

PAULO ESTEVAM DA SILVA,

JOÃO PAULO ESTEVAM,

JORDÃO ESTEVAM NOGUEIRA,

FRANCISCO ESTEVAM SOBRINHO,

GABRIELA QUEIROZ ESTEVAM,

PEDRO SALES QUEIROZ ESTEVAM,

MIGUEL ESTEVAM PARENTE,

JORDANIA KARINA ESTEVAM NOGUEIRA,

ANA PAULA NOGUEIRA and

FRANCISCO DE FRANÇA REIS,

and also as a consenting intervenor,

BRISANET PARTICIPAÇÕES S.A.

Pereiro, October 04, 2021

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**FIRST ADDENDUM TO THE
SHAREHOLDERS' AGREEMENT OF
BRISANET PARTICIPAÇÕES S.A.**

By the present First Addendum to the Shareholders' Agreement ("**Addendum**"), the parties:

- (1) **JOSÉ ROBERTO NOGUEIRA**, Brazilian, married under the regime of partial community of property, businessman, holder of identity card nº 372770265 SSP/SP and registered with the CPF/MF under nº 429.419.204-63, resident and domiciled in the city of Pereiro, State of Ceará, at Sitio Lagoa Nova, s/n, Zona Rural, Zip Code 63460-000 ("**JRN**");
- (2) **PAULO ESTEVAM DA SILVA**, Brazilian, married under the regime of universal community of property, businessman, holder of identity card nº 11.746.687 SSP/CE and registered with the CPF/ME under nº 946.248.108-30, resident and domiciled in the city of Pereiro, State of Ceará, at Sitio Lagoa Nova, s/n, Zona Rural, Zip Code 63460-000 ("**PES**");
- (3) **JOÃO PAULO ESTEVAM**, Brazilian, single, born on January 25, 1983, businessman, holder of identity card nº 003.126.762 SSP-RN and registered with the CPF/ME under nº 889.877.103-78, resident and domiciled in the city of Pereiro, State of Ceará, at Sitio Lagoa Nova, s/n, Zona Rural, Zip Code 63460-000 ("**JPE**");
- (4) **JORDÃO ESTEVAM NOGUEIRA**, Brazilian, single, born on 11/11/1984, businessman, holder of identity card nº 3.507.824/2000 SSP-CE and registered with the CPF/ME under nº 052.054.914-77, resident and domiciled in the city of Pereiro, State of Ceará, at Sitio Lagoa Nova, s/n, Zona Rural, Zip Code 63460-000 ("**JEN**");
- (5) **FRANCISCO ESTEVAM SOBRINHO**, Brazilian, married under the regime of partial community of property, born on 01/27/1961, businessman, holder of identity card nº 20090355800 SSP-CE and registered with the CPF/ME nº 023.215.938-65, resident and domiciled in the city of Juazeiro do Norte, State of Ceará, at Av. Governador Plácido Aderaldo Castelo, 721 – Apto 301, Bairro Lagoa Seca, Zip Code 63040-540 ("**FES**");
- (6) **GABRIELA QUEIROZ ESTEVAM**, Brazilian, single, born on 03/19/1997, businesswoman, holder of identity card nº 2007287010-3 SSP-CE and registered with the CPF/ME under nº 056.219.383-99, resident and domiciled in the city of Juazeiro do Norte, State of Ceará, at Av. Governador Plácido Aderaldo Castelo, 721 – Apto 301, Bairro Lagoa Seca, Zip Code 63040-540 ("**GQE**");
- (7) **PEDRO SALES QUEIROZ ESTEVAM**, Brazilian, single, businessman, holder of identity card nº 2007287007-3, SSP-CE and registered with the CPF/MF under nº 055.172.433-12, resident and domiciled in the city of Juazeiro do Norte, State of Ceará, at Av. Governador Plácido Aderaldo Castelo, 721 – Apto 301, Bairro Lagoa Seca, Zip Code 63040-540 ("**PSE**");
- (8) **MIGUEL ESTEVAM PARENTE**, Brazilian, single, born on 05/08/1964, businessman, holder of identity card nº 18955030 SSP/SP and registered with the CPF/ME under nº 056.756.608-01, resident and domiciled in the city of São Miguel, State of Rio Grande do Norte, at Rua Dr. José Torquato de Figueiredo, 997, Centro, Zip Code 59920-000 ("**MEP**");
- (9) **JORDANIA KARINA ESTEVAM NOGUEIRA**, Brazilian, single born on 04/07/1990, businesswoman, holder of identity card nº 2003019061369 SSP/CE and registered with the CPF/ME under nº 068.311.674-62, resident and domiciled in the city of Pereiro, State of Ceará, at Sitio Lagoa Nova, s/n, Zona Rural, Zip Code 63460-000 ("**JKN**");
- (10) **ANA PAULA NOGUEIRA**, Brazilian, divorced, businesswoman, holder of

identity card nº 2003019062074SSP/CE and registered with the CPF/ME under nº 016.370.993-98, resident and domiciled in the city of Pereiro, State of Ceará, at Sitio Lagoa Nova, s/n, Zona Rural, Zip Code 63460-000 ("**ANP**");

- (11) **FRANCISCO DE FRANÇA REIS**, Brazilian, married under the regime of universal community of property, businessman, holder of identity card nº 1.652.145 SSP-RN and registered with the CPF/ME under nº 021.776.524-64, resident and domiciled in the city of São Miguel, State of Rio Grande do Norte, at Rua Luiz Carlos, 111, Centro, Zip Code 59920-000 ("**FFR**" and together with JRN, PES, JPE, JEN, FES, GQE, PSE, MEP, JKN e ANP, "**Parties**" and, solely and individually and jointly, "**Party**).

And also as an intervening consenting party ("**Intervening Member**"):

- (12) **BRISANET PARTICIPAÇÕES S.A.**, headquartered in the City of Pereiro, State of Ceará, at Rodovia CE-138 – Trecho Pereiro CE Divisa com RN – Km 14 – Estrada Carrossal Brisa 1Km – Portão A -Prédio 1 – Entrada 2 – 1º andar – Sala 1, Zip Code 63460-000, registered in the National Corporate Taxpayer's Register of the Ministry of Finance (CNPJ/MF) under nº 19.796.586/0001-70, registered with the Board of Trade of the State of Ceará - JUCEC under no. 23300045742, herein represented by its undersigned legal representatives ("**Company**");

WHEREAS

- (A) The Parties, as controlling shareholders of the Company, wish to establish the main rights and obligations between them in relation to their status as shareholders of the Company, especially with regard to the management of the Company and to the rules related to the Transfers of shares issued by the Company by each of the Shareholders;

HEREBY RESOLVE that the Parties, by mutual agreement, enter into the present Shareholders' Agreement (hereinafter referred to simply as the "**Agreement**"), under the terms and for the purposes of article 118 of the Brazilian Corporation Law, by means of the clauses, terms and conditions stipulated below, which they promise to well and faithfully comply with.

1 Interpretation

1.1 Rules of interpretation

This Agreement shall be governed and construed in accordance with the following principles:

- (i) The headings and titles in this Agreement are for convenience of reference only and will not limit or affect the meaning of the chapters, clauses or items to which they apply.
- (ii) The terms "including", "comprising" and other similar terms shall be construed as if accompanied by the phrase "by way of example only" and "without limitation".
- (iii) Any and all references to "notice" unless otherwise specified in this Agreement shall be made pursuant to Clause 12.2
- (iv) References in this Agreement to "Preamble", "Items", "Clauses" and "Annexes" are references to the Preamble, Items, Clauses and Annexes of this Agreement, except as otherwise provided.
- (v) The meaning assigned to each defined term shall apply in both the singular and plural forms, and equally to the masculine and feminine gender. Whenever a term is defined in this Agreement, its assigned meaning shall apply to all other grammatical forms.

- (vi) References to any law, rule, contract, document, or other instrument include all amendments, replacements, consolidations, and supplements thereof as in effect at the date of signature of this Agreement, unless expressly provided otherwise.
- (vii) All references to any Parties and the Consenting Intervenors include their successors, representatives and assigns authorized by Law or contract instrument, as applicable.
- (viii) All deadlines provided for in this Agreement shall be counted in calendar days, except when expressly indicated that they shall be counted in Business Days. The deadline shall be counted in the manner provided for in article 132 of the Civil Code, ignoring the commencement day and including the expiration day. When a term expires on a day that is not a Business Day, the term will be extended until the subsequent Business Day.
- (ix) The Parties have drafted this Agreement jointly and with the assistance of legal counsel. If there is any doubt as to the intent of the Parties or any ambiguity in the interpretation of contractual provisions, this Agreement shall be interpreted as jointly drafted by both Parties so that no presumption or burden of proof shall be imposed on a Party by reason of authorship of this Agreement.
- (x) Each of the Parties and the Consenting Intervenor declares not to have knowledge of any mental reservation of any of the other Parties or Consenting Intervenor, the exception provided for in Article 110 of the Civil Code being expressly excluded.

1.2 Definitions

The following words, expressions and abbreviations with initial capital letters, not defined elsewhere in this Agreement, in the singular or plural, shall have the meanings ascribed to them in Annex 1.1, unless otherwise expressly indicated or the context is inconsistent with any meaning stated herein:

2 Shareholding Structure

2.1 Shares Bound to the Agreement

Subject to this Agreement are all shares representing the Company's capital stock and held by the Shareholders on this date, as well as any shares, common or preferred, and other securities or securities convertible into and/or exchangeable for Company shares (and shares resulting therefrom), hereafter subscribed and/or acquired by the Shareholders, at any title, including by purchase, subscription, splits, distribution of bonuses, distribution of dividends with payment in shares and capitalization of profits or other reserves, or that come to be held by any of the Shareholders as a result of takeovers (including of shares), mergers, spin-offs or any other type of corporate reorganization as a result of the exercise of call options, warrants, as well as all the rights and prerogatives inherent thereto ("**Shares**", or, individually, "**Share**"). Equity interests subscribed, purchased, bonus, exchanged, including those issued by other Companies in substitution for the Shares will fall under the definition of Shares.

2.2 Maintenance of the Agreement

Unless by virtue of corporate reorganization or any other reason: (i) the Business of the Company and its Investees will be conducted by another company or entity, in whole or in part; or (ii) the Shareholders decide to transfer the ownership of the shares representing the Company's capital stock to another company or entity or start indirectly holding the Shares issued by the Company, the provisions of this Agreement shall apply, *mutatis mutandis*, to the new company or entity. In this case, the Shareholders and the Company undertake to enter into shareholders' agreements (or, as the case may be, to add to existing agreements) of the new company or entity holding Shares issued by the Company, so as to reflect the provisions of this Agreement, as well as to reform and make the acts of incorporation of the new company or entity, when applicable, compatible with the provisions of this Agreement.

2.3 Company Obligations, Compliance with the Agreement

2.3.1 Compliance by the Company and the Investees. The Company commits and undertakes to comply, and the Shareholders undertake to cause the Company and the Investees to comply, with any and all provisions of this Agreement during the entire period of its effectiveness. The Company and the Investees will not record, consent to or ratify, and the Shareholders undertake to cause the Company and the Investees nor to record, consent to or ratify, any vote or approval of the Shareholders, or of any officer, counselor or member of the board, or will perform or fail to perform any act that violates or is inconsistent with the provisions of this Agreement or that may impair the rights of the Shareholders under this Agreement, in any way.

2.3.2 Votes in violation of the Agreement. Notwithstanding the provisions of Clause 12.8:

- (i) Under paragraph 8 of article 118 of the Brazilian Corporation Law, the President of the Company's General Meeting or of meetings of the Company's management bodies, shall not compute any vote cast in disagreement with the provisions of this Agreement.
- (ii) Under the terms of paragraph 9 of article 118 of the Brazilian Corporations Law, the aggrieved Shareholder will have the right to vote with the shares belonging to the absent or omitted Shareholder or, in the case of meetings of the Company's management bodies, by the absent or omitted counselor.

2.3.3 Shareholders' Contracts. The Shareholders undertake not to enter into any other agreement or contract which is contrary to or incompatible with the provisions of this Agreement and the Company will not register any such agreement or contract.

2.3.4 Bylaws. In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall prevail to the extent permitted by applicable law. Each of the Shareholders agrees to exercise, or cause to be exercised, the voting rights of its Shares as necessary to cause the Bylaws to be amended as soon as possible to resolve any conflict in favor of the provisions of this Agreement.

2.4 Statements and warranties

Each Shareholder declares and warrants to the other Shareholders that:

- (i) is the holder and rightful owner of the Shares, which are free and clear of any liens;
- (ii) as of the date hereof and throughout the term of this Agreement, the Shares held by Shareholders are not subject to any other shareholders' agreement or any agreement or contract that otherwise governs the exercise of any property or political rights attached to ownership or possession of the Shares;
- (iii) there are no judicial or administrative proceedings that may in any way, even indirectly, affect or restrict the free exercise of the rights and prerogatives inherent to its Shares or the fulfillment of this Agreement as provided herein;
- (iv) has full capacity and does not require any authorization, approval or acquiescence to enter into this Agreement or to contract, assume, perform and discharge the duties and obligations hereunder;
- (v) the assumption and performance of the obligations contained in this Agreement do not and will not result in any breach, default or misrepresentation of any kind and to any degree in any agreement, contract, statement or other instrument entered into or made by the Shareholder or to which the Shareholder is bound or subject, nor will they imply or give rise to any punishment, sanction or penalty to the party; and
- (vi) this Agreement has been freely and lawfully agreed upon and entered into by the Shareholders and constitutes a legal, valid, effective and binding obligation assumed by the Shareholders, enforceable in accordance with the terms and to the extent set forth in this Agreement.

3 Shareholders' General Meetings

3.1 General Meetings. The General Meetings will be held in accordance with the provisions of the Bylaws and the Brazilian Corporation Law.

3.2 Prior Meetings. Whenever any General Meeting is convened and whenever a meeting is convened pursuant to Clause 8.2, the Shareholders shall meet prior to the General Meeting or meeting in question to resolve on the matters on their respective agendas ("**Prior Meeting**").

3.2.1 The Prior Meeting shall be convened by José Roberto Nogueira, as above qualified, or, if such representative fails to do so in a timely manner, by any Shareholder, always in writing, in order to be held (i) on first call, at least three (3) Business Days prior to the date set for the General Meeting in question; and (ii) on second call, until the Business Day before the day of the General Meeting in question.

- 3.2.2 Shareholders may be represented by proxies with powers to represent the respective Shareholder at the above-mentioned Prior Meeting by means of a power of attorney.
- 3.2.3 No formality of call will be required for the Prior Meeting attended by all Shareholders.
- 3.2.4 The Prior Meeting will be held at the Company's headquarters or at any location in the City of Pereiro, State of Ceará, by conference call or videoconference, and will be installed, on first call, with the presence of all Shareholders or, on second call, with the presence of Shareholders representing the absolute majority (*i.e.*, 50% + 1) of the Shares held by the Shareholders.
- 3.2.5 During the period of five (5) years counted from the signature date of this Agreement or until the celebration date of the amendment foreseen in Clause 3.2.6, whichever occurs last:
- (i) the approval of the matters submitted for deliberation at a Prior Meeting will depend on the affirmative vote of, at least, Shareholders representing the majority (*i.e.* 50% + 1) of the Shares held by Shareholders with voting rights present at the Prior Meeting; and
 - (ii) the votes cast by FES, GQE and PSE shall follow the voting advice given by JRN on all matters submitted for deliberation at a Prior Meeting.
- 3.2.6 After the period of five (5) years counted from the signature date of this Agreement, without the need for execution of any amendment to this Agreement, that is, automatically: (i) the quorum provided for in Clause 3.2.5(i) exclusively with respect to the approval of the matters provided for in Clause 3.2.7, shall be amended so that the affirmative vote of at least Shareholders representing 60% + 1 of the Shares held by the Shareholders entitled to vote present at the Prior Meeting shall be required; and (ii) the obligation provided for in Clause 3.2.5(ii) shall be extinguished as of right.
- 3.2.7 Subject to the provisions of Clause 3.2.6, the quorum provided for in Clause 3.2.5(i) shall be altered exclusively in relation to the approval of the following matters:
- (i) any operation of merger, incorporation (including of shares), spin-off, transformation or any act of corporate reorganization involving the Company;
 - (ii) dissolution, bankruptcy, judicial or extrajudicial reorganization and/or liquidation; and
 - (iii) transactions between the Company and its Related Parties.
- 3.2.8 Shareholders who participate in the Prior Meeting via teleconference or videoconference should confirm their vote, at the latest on the date of the Prior Meeting, by means of written correspondence to be sent by e-mail.
- 3.2.9 The chairman of the Prior Meeting will be **José Roberto Nogueira**, as qualified above, or, in his absence, the Shareholder elected by the majority (*i.e.*, 50% + 1) of the Company's capital stock present at the Prior Meeting.
- 3.2.10 At the end of each Prior Meeting, the secretary, chosen from among those present, will draw up summary minutes which will bind the votes of the Shareholders, specifically with respect to the matters submitted to resolution, for all legal purposes, regardless of whether or not (i) they attended the Prior Meeting and (ii) they voted in favor of the resolution made at the Prior Meeting. A copy of the minutes of the Prior Meeting must be sent to the other Shareholders and to the members of the Company's Board of Directors at the end of the Prior Meeting, regardless of whether it is held on first or second call.

- 3.3** Each Shareholder shall vote at the Company's General Meetings, or, as the case may be, cause his proxy to vote at the Company's General Meetings, as decided at the respective Prior Meeting.
- 3.4** The failure to hold or the lack of deliberation in a Prior Meeting on the matters on the agenda of the General Meeting will oblige the Shareholder(s) to abstain from voting on the matters on the agenda of the respective General Meeting in question, or part of it, as the case may be.
- 3.5** Any Shareholder may request the president of the General Meeting to declare invalid the vote cast in disagreement with the provisions of the minutes of the Prior Meeting, drawn up and made available in accordance with Clause 3.2.10 above.
- 3.6** **Exercising the Right to Vote.** The Shareholders will exercise their right to vote in the General Meetings in accordance with the deliberations of the Prior Meetings, in a manner consistent with the provisions of this Agreement, ensuring that the Company and the Investees maintain the Normal Course of Business, in a manner substantially consistent with the practices previously adopted, making their best efforts to ensure the preservation of the organization of the Company's Business. The eventual exercise, by any of the Shareholders and/or any of their representatives, of the right to vote in the General Meetings in disagreement with the provisions established in this Shareholders' Agreement shall import the nullity of the vote and the adoption of the measures foreseen in the article 118, paragraphs 8 and 9, of the Brazilian Corporation Law, without prejudice to the right of the interested Shareholder to promote the specific execution of the non-complied obligation.
- 3.7** **Vote.** Each Common Share shall represent one (1) vote at the Prior Meetings and at a General Meeting, and the Shareholders undertake not to adopt the multiple vote procedure provided for in article 141 of the Brazilian Corporation Law (at a General Meeting).

4 Administration of the Company

4.1 Administration Bodies

The Company's administration will be exercised by means of a Board of Directors and an Executive Board, which will be composed and operate in conformity with the Bylaws and with the provisions of this Shareholders' Agreement.

4.2 Board of Directors

4.2.1 Appointments. The Shareholders agree to appoint João Paulo Estevam and José Roberto Nogueira, as qualified above, respectively, as Chairman and member of the Board of Directors, to be elected in due course, pursuant to the Bylaws and the Brazilian Corporation Law, and the Shareholders shall deliberate and approve their election to the mentioned position, with a term of office until the Annual Shareholders' Meeting to be held in 2022, and they may be reelected.

4.3 Executive Board

4.3.1 Appointments. The Shareholders agree to appoint José Roberto Nogueira, João Paulo Estevam and Jordão Estevam Nogueira, as qualified above, as Chief Executive Officer, Chief Operating Officer and Chief Commercial Officer, respectively, and the members of the Board of Directors to be elected in due course, pursuant to the Bylaws and the Brazilian Corporation Law, shall deliberate and approve their election to the mentioned position, with a term of office until the ordinary general meeting of the Company to be held in 2022, and they may be reelected.

5 Transfer of Shares

5.1 General Provisions

Any negotiation or Transfer of Shares (including preemptive rights in the subscription of Shares, or securities convertible into Shares, or the creation of any Burden over them) in violation of this Agreement shall not be valid, being, therefore, prohibited: (i) its registration by the Company in the Share Transfer Register Book and in the Registered Nominative Shares Register Book; and (ii) the exercise by the transferor and transferee of the corresponding voting right or any other right guaranteed by the Shares.

5.1.1 Indirect Transfers. The restrictions set forth in this Agreement, including those set forth in Clause 6 and following, apply in full to transfers of Equity Interests to any Affiliate of the Shareholders that directly or indirectly represent a transfer of the interest directly or indirectly held by Shareholders in the Company, including those carried out by means of takeover (including of shares), spin-off or merger, as well as by exchange of shares ("**Indirect Transfer of Shares**").

5.2 Incurrence of Burdens

5.2.1 Voluntary Burden. On the date of execution of this Agreement, all Shares are free from any Burdens. The Shareholders agree that, except as otherwise approved by Shareholders representing at least eighty percent (80%) of the Company's voting capital stock and held by the Shareholders, they will not, at any time during the term of this Agreement, directly or indirectly, create, incur, assume or allow a lien of any nature on the Shares or rights related to them except and in the manner provided for in this Agreement. Likewise, the Company will not register any Burden in disagreement with this Agreement.

5.2.2 Involuntary Burden. If the Shares representing the Company's capital are subject to a Constraint, the Shareholder whose Shares are the object of the Constraint shall adopt all measures convenient and/or necessary to release them from such Constraint, in the shorter term between: (i) sixty (60) days as of the date of effectiveness of the Constraint, and (ii) the equivalent to half of the term designated by the court that has promoted such Constraint, pursuant to article 861 of the Code of Civil Procedure.

5.2.3 Acquisition of Constrained Shares. If the Shares subject to the Constraint are not released within the period provided for herein, the other Shareholders shall have the right, but not the obligation, to acquire the Shares subject to the Constraint, pursuant to article 861 of the Code of Civil Procedure. If more than one Shareholder is interested in acquiring the Shares that are the object of the Constraint, the acquisition shall be made proportionally to the interest of such Shareholders in the Company, excluding for these purposes the interests of Shareholders that do not manifest interest in the acquisition.

5.3 Allowed Transfers

5.3.1 Allowed Transfers. Shall not be subject to the rules set forth in this Clause 5 and in Clause 6, below ("**Allowed Transfers**"):

- (i) the Transfer of Shares under any stock option plan approved by the Company's general meeting;
- (ii) the Transfer of shares issued by a Shareholder or its successors provided that to another company under direct or indirect common Control (or the carrying out of any reorganization or corporate restructuring involving a Shareholder or its successors, including, spin-off, merger, consolidation or contribution of

ownership interest);

- (iii) the Transfer of Shares to an Affiliate of the Shareholder;
- (iv) the Transfers of Shares as a result of an Initial Public Offering; and
- (v) the Transfer of Shares between: (a) FES, GQE and PSE; or (b) JPE, PES, JEN, ANP and JKN, all as qualified above.

5.3.2 Conditions for an Allowed Transfer. In the event of any Share or Equity Transfers made by any Shareholder to an Affiliate, the Shareholder shall, in the case of a legal entity Affiliate, refrain from:

- (i) transferring any Equity Interest held in the Affiliate, in any way, directly or indirectly, including, but not limited to, by corporate merger, spin-off or incorporation transactions (including shares), without first returning the Shares to the ceding Shareholder;
- (ii) issuing any security that entitles the holder to receive Corporate Participations issued by such Affiliate;
- (iii) entering into any agreement or contract, including, without limitation, holding companies, that directly or indirectly confers on a third party political and/or economic rights equivalent to the economic and political rights conferred by the Equity Interests of such Affiliate.

5.4 Transfer to Third Parties

Any Transfer or assignment of Shares, or preemptive right to subscribe for Shares, or securities convertible into Shares made to a Third Party, when permitted by this Agreement, shall be valid only if such Third Party fully and unrestrictedly agrees, in writing, to honor this Agreement as if it were an original party thereto.

5.5 Prohibition on Transferring to Competitors

During the entire term of this Agreement, the Shareholders are expressly prohibited from making any Transfer, for any reason whatsoever, in whole or in part, directly or indirectly, to a Third Party that is a Competitor of the Company or that holds Control, directly or indirectly, of a Competitor of the Company.

5.6 Limit on the Right to Transfer

The Shareholders undertake, including in the case of an Initial Public Offering, to limit their respective rights to carry out Transfers, even if carried out in strict observance of the limitations and procedures established in this Agreement, so as to ensure that the Shareholders hold, throughout the term of this Agreement, an absolute majority of the shares issued by the Company.

Should any Shareholder wish to make a Transfer of Shares to a Third Party that results in Shareholders losing Control, such selling Shareholder must compulsorily offer its Shares to the other Shareholders by exercising the Right of Withdrawal provided for in Clause 10.1.

6 Preemptive Right

Subject to the provisions of Clause 5.3 above, in the event that any shareholder ("**Offering Shareholder**") receives a proposal from another shareholder or third party ("**Potential Purchaser**") to acquire all or part of its Shares, and the Offering Shareholder decides to accept the proposal, the Offering Shareholder shall notify the other shareholders ("**Offeree**")

Shareholders") of such fact, with copy to the Company ("**Notice of Offer**"). The Offeree Shareholders (including the Potential Purchaser for the Preemptive Right, if it is a Shareholder) shall then have the preemptive right to acquire all (and not less than all) of the Offered Shares in Preference (as defined below), on the same terms, clauses and conditions offered or provided in the proposal received from the Potential Purchaser for the Preemptive Right ("**Preemptive Right**"), in proportion to their holdings in the Company's capital stock, disregarding the Offering Shareholder's holding, subject to the terms and conditions below.

6.1 Notice of Preemptive Right Offer

6.1.1 Requirements for the Notice of Preemptive Right Offer. The Notice of Offer shall indicate at least:

- (i) the number, type and class of Shares that the Potential Purchaser intends to acquire, as well as the percentage they represent in relation to the Company's total and voting capital stock ("**Offered Shares**");
- (ii) the name and complete identification of the Potential Purchaser and the economic group to which it belongs; and
- (iii) the main terms and conditions of the offer, including:
 - (a) the price offered, which must necessarily be expressed in Brazilian currency and, when paid in installments, a good-faith estimate of its present value, accompanied by the respective calculation report and any valuations to which the Offering Shareholder has access;
 - (b) the payment conditions ("**Terms of the Offering**");
 - (c) if a projected or executed deal already exists, a copy of the negotiating instrument agreed upon between the Potential Purchaser and the Offering Shareholder;
 - (d) statement signed by the Potential Purchaser, that the Potential Purchaser undertakes, in a binding, irrevocable and irreversible manner, provided that any conditions precedent are observed, to: (I) acquire the Offered Shares if the Offeree Shareholders do not exercise the Preemptive Right; (II) adhere to this Agreement, assuming the obligations of the Offeree Shareholder from whom it has acquired the Shares and who undertakes to sign a Letter of Commitment to this instrument.

6.1.2 Offer requirements. By negotiating the Transfer of Shares or subscription rights for new Shares with the Potential Purchaser, the Shareholders undertake to make the Terms of the Offer binding on the Potential Purchaser, who shall have irrevocably and irreversibly undertaken the obligation to acquire the Offered Shares.

6.1.3 Binding offer. The delivery of a Notice of Offer shall be deemed a binding, irrevocable and irreversible offer, obliging the Offering Shareholder to complete the disposal of the Offered Shares to the Offeree Shareholders, on the exact terms of the Offer, in the event that the Preemptive Right is exercised.

6.2 Exercise of the Preemptive Right

During the thirty (30) day period following receipt of the Notice of Offer, the Offeree Shareholder(s) shall inform the Offering Shareholder(s) in writing whether or not they will exercise their Preemptive Right to acquire the Offered Shares. Upon exercise of the Preemptive

Right by the Offeree Shareholder(s) in respect of all (and not less than all) of the Offered Shares, such Shares shall be acquired pursuant to the Terms of the Offer and transferred to the Offeree Shareholder(s) within ten (10) days after the end of the thirty (30) day period provided for herein.

6.3 Transfer of the Preemptive Right to the Potential Purchaser

If the Preemptive Right is not exercised by the Offeree Shareholder(s), the Offering Shareholder may dispose of all (and not less than all) of the Offered Shares to the Potential Purchaser on the exact terms of the Offer, subject to the formalities of Clause 5 of this Agreement, during the ninety (90) days immediately following the end of the exercise period of the Preemptive Right, pursuant to Clause 6.2.

6.3.1 Consents and authorizations. If any prior authorization from any Third Party is required for the transfer of the Offered Shares, such as the authorization from any Governmental Authority, by virtue of Law, or from any Person, by virtue of a contract entered into by the Company or its Investees, the term provided for in this Clause may be increased to up to one hundred and twenty (120) days to accommodate the obtaining of such authorization, except for authorizations by a Governmental Authority, in which case the term will be extended until it is obtained.

6.4 Procedure Rerun

After the period mentioned in Clause 6.3 above has elapsed without any Transfer of the Offered Shares to the Potential Purchaser for the Preemptive Right, if the Offering Shareholder still wishes to dispose of or Transfer its Shares, it shall repeat the procedure of this Clause 6, and the Offeree Shareholder(s) shall be entitled to a new Preemptive Right. The procedure of this Clause 6 shall also be repeated in case the Offering Shareholder intends to Transfer the Offered Shares in Preference under conditions different from the Terms of the Offer.

6.5 Costs and Expenses

Each Shareholder shall bear the costs of its legal and financial advisors in connection with the execution of the Transfer of Preemptive Rights, except that the costs and expenses incurred by the Company in preparing and carrying out the Transfer (including legal and professional fees) shall be apportioned among the Shareholders involved in the transaction.

7 Access to Information

7.1 The Shareholders and the Company shall provide (and the Shareholders shall cause the members of management to provide) all information and documents requested by the other Shareholders with respect to the Company and the Investees, including but not limited to information/documents relating to the management of the Company and the Investees, hiring, business operations, and financial reporting of the Company and the Investees.

7.1.1 Should any Shareholder wish to have access to any information and/or document of the Company or of any Investee, as mentioned in Clause 7 above, the Shareholder concerned must notify the chairman of the Company's Board of Directors (in the capacity of Company manager), with a copy to the other Shareholders. Such notification shall contain the data necessary to identify the information and/or documents required, including but not limited to the base date of the information and/or documents required ("**Information Notice**").

7.1.2 Once an Information Notice is received, the recipient of the Information Notice must, within 05 (five) days, inform the board of directors and the executive board of the Company and, if applicable, of the respective Investee about the Information Notice. The management of the Company and, if applicable, of the respective Investee, shall take (and the Shareholders and the members of the Company's board of directors

shall cause the management of the Company and, if applicable, of the respective Investee to take) all necessary measures so that the information and/or documents requested are made available to the interested Shareholder within fifteen (15) Business Days from the date of receipt of the Information Notice.

7.1.3 The access to information/documents foreseen in this Clause 7 shall include, without limitation, the presentation/availability of the following information/documents:

- (i) unaudited quarterly financial statements of the Company and its Investees prepared within 45 (forty-five) days of the end of each quarter;
- (ii) annual audited financial statements of the Company and its Investees prepared within ninety (90) days of the end of the fiscal year; and
- (iii) any notifications of a legal nature received by the Company or any Investee.

7.1.4 The financial statements of the Company and the Investees shall be prepared in accordance with accounting principles accepted in the Federative Republic of Brazil and shall be audited by an independent auditor.

8 Non-Compete and Non-Solicitation

8.1 During the term of this Agreement and for so long as it remains a Shareholder of the Company, each Shareholder shall refrain from directly or indirectly:

- (i) compete with the Company with the Businesses of the Company or of its Investees (in any part of the national territory and in foreign territory), also refraining from: (a) holding any direct or indirect interest (that does not represent Control) in Person that develops the Businesses of the Company or its Investees; and (b) holding Control, direct or indirect, of Person that develops the Businesses of the Company or its Investees.
- (ii) (a) persuade or try to attract any Person that is employed in an executive, strategic or managerial position, of/by the Company to leave his/her employment, resign his/her position or terminate his/her contractual link with the Company, for any reason or purpose, and shall also refrain from employing directly or indirectly, on a contractual, temporary or not, salaried, statutory or autonomous basis, said Persons, nor helping Third Parties to employ such Persons in any capacity, or providing resources or any other type of support to the activity or business of Third Parties; and (b) hire, induce the hiring or request business or relationship with clients and/or suppliers of the Company with whom there is an active relationship during the LockUp Period.

8.1.2 Failure to comply with the obligations set forth in Clause 8. 1 above, not cleared within [five (5)] months from the notice sent by any Shareholder or by the Company to the defaulting Shareholder ("**Noncompetition Clearing Term**"), shall subject the defaulting Shareholder to a non-compensatory fine, due by each defaulting Shareholder and to be paid to each of the other Shareholders, pro rata according to the equity interests of each innocent Shareholder on the date of execution of this Shareholders' Agreement, in the amount equivalent to: (i) five percent (5%) of the value of the interest of said Shareholder in the capital stock of the Company, calculated pursuant to Clause 10.2 below, for each breach of Clause 8.1(i); and (ii) three (3) times the average monthly remuneration in the last twelve (12) months prior to the breach of the obligation set forth in Clause 8.1(ii) of the Person who is employed and/or hired in breach of the obligation set forth in Clause 8.1(ii).

- (i) The payment of the fine(s) established herein may be made in up to 10 (ten)

installments, with the amount corresponding to its totality (if the fine is paid in cash) or to the first installment (if the fine is paid in installments), and will be due within 30 (thirty) days from the end of the Noncompetition Clearing Term, accompanied by the supporting documentation of the respective non-compliance(s).

8.2 New Business. During the term of this Agreement and, while a Shareholder of the Company, each Shareholder, in case it becomes aware of any business opportunity or is interested in developing or investing, directly or indirectly, in companies or new businesses related to the Company's Businesses or of its Investees, any new technologies related to the Company's Businesses and that may be explored by the Company due to its infrastructure ("**New Business**"), it shall call a Prior Meeting by sending notice to the other Shareholders pursuant to Clause 12. 2, at least three (3) Business Days prior to the date set for holding the meeting in question, in which it shall make available to the other Shareholders all supporting documentation and information for the Shareholders to decide whether the Company will participate or engage in said New Business opportunity. The Shareholders agree that if the Company decides not to participate or engage in the New Business, the Shareholder of this Agreement that has identified the respective New Business may, directly or indirectly, by itself or through Parties Related to it, develop or invest in said New Business.

8.2.1 The breach of the obligations set forth in Clause 8. 2 above, not cleared within five (5) months from the date on which the defaulting Shareholder invested, directly or indirectly, in New Business ("**New Business Clearing Term**"), shall subject the defaulting Shareholder to a non-compensatory fine, to be paid by each defaulting Shareholder to each of the other Shareholders pro rata according to the corporate interests of each defaulter Shareholder on the date of execution of this Shareholders' Agreement, in the amount equivalent to five percent (5%) of the value of the interest held by the referred Shareholder in the Company's capital stock, calculated under the terms of Clause 10. 2 below

- (i) The payment of the fine established herein may be made in up to 10 (ten) installments, with the amount corresponding to its totality (if the fine is paid in cash) or to the first installment (if the fine is paid in installments), and will be due within 30 (thirty) days as of the end of the New Business Clearing Term, accompanied by the supporting documentation of the respective non-compliance(s).
- (ii) Additionally, and based on articles 421-A of the Civil Code and 190 of the Code of Civil Procedure, the default of the obligations set forth in Clause 8. 2 above shall entitle the Company to assume the position of the defaulting Shareholder(s) in the New Business, and said Shareholder(s) shall provide all the documentation necessary for the change of position in the New Business, and the defaulting party may not resist the substitution, nor may it invoke any impeding, extinguishing or modifying fact beyond that related to the prior express decision of the Company not to participate or engage in the New Business.

9 Succession

9.1 Successors. In case of death, interdiction, civil incapacity, divorce, separation or dissolution of stable union of any of the Controlling Shareholders, the Shareholders shall immediately approve, as the case may be and if necessary, the entrance of their successors, be they heirs, sharecroppers or legal and/or testamentary successors, as direct or indirect shareholders of the Company, and said direct or indirect successor shall adhere to the present Agreement by signing the respective letter of commitment.

10 Right of Withdrawal and Assessment

10.1 Right of Withdrawal. In the event of restriction to Transfer as a result of the limitation set forth in Section 5.6, such Shareholder may withdraw from the Company upon express written notice to the other Shareholders, at least sixty (60) days in advance, which notice shall state the number of Shares to be disposed of and the price per Share to be calculated pursuant to Section 10.2 below ("**Withdrawal Notice**").

10.1.1 During the period of thirty (30) days after receipt of the Withdrawal Notice the notified Shareholder(s) will inform the Withdrawing Shareholder(s) in writing whether they will participate in the acquisition of the Withdrawing Shareholder's Shares, as well as the number of Shares they are willing to purchase. Such Shares will be acquired according to the terms communicated in the Withdrawal Notice and transferred to the acquiring Shareholder(s) within ten (10) days from the end of the thirty (30) day period provided for herein, in proportion to their holdings in the Company's capital stock, less the holdings of the withdrawing Shareholder(s) and the Shareholder(s) that do not express interest in the acquisition.

10.1.2 In the event that the Shareholders do not express interest in acquiring all the Shares of the withdrawing Shareholder, the restriction on Transfer due to the limitation provided for in Section 5.6 will be removed and the Shareholder may Transfer his shares to Third Parties, subject to the other procedures provided for in Section 6 above and in this Agreement.

10.2 Assessment. The value of the withdrawing Shareholder's participation shall be calculated considering the average price (average of the daily closing quotations weighted by the trading volume) of the Company's shares on the B3 S.A. - Brasil, Bolsa, Balcão of the trading sessions held in the last 2 (two) months. The period to be considered for such calculation shall consider, as last day, the previous day of the Withdrawal Notice, and the resulting amount shall be multiplied by the number of Shares held by the withdrawing Shareholder subject to disposal ("**Withdrawal Amount**").

10.3 Amount and Method of Payment. The Withdrawal Amount shall be paid by the Shareholder(s) who express their interest in acquiring the Shares of the withdrawing Shareholder within up to three (3) years, in equal installments. The Withdrawal Amount shall be monetarily corrected from the base date mentioned in Section 10.2 above until the date of each respective payment, based on the positive variation of the Broad National Consumer Price Index ("**IPCA/IBGE**") or, in case of its extinction or inapplicability, the monetary correction shall be made based on the official index which best reflects the concept and/or replaces the IPCA/IBGE.

10.3.1 In case of delay in payment of any installment related to the Withdrawal Amount, the Company shall pay to the Shareholder or, in case of death, interdiction, civil incapacity, to its successor, default interest of one percent (1%) per month or fraction thereof, calculated between the default date and the effective payment date, as well as a fine equivalent to two percent (2%) of the overdue amount, without prejudice to monetary correction of the amount until effective payment, pursuant to Clause 10.3 above. In addition, if the default is longer than thirty (30) consecutive days, all outstanding installments of the Withdrawal Price will become due in advance by operation of law (regardless of any notice or interpellation), without prejudice to the other penalties provided in this Clause 10.3.1.

11 Confidentiality

11.1 General Principle

Shareholders must maintain the confidentiality of all documents and information relating to the Company's Business that are not public knowledge, such as operations, strategies, products, services, expenses, revenues, profitability, prices, internal processes and customer lists ("**Confidential Information**").

11.2 Duration of the Confidentiality Obligation

The obligation to keep Confidential Information confidential will be binding throughout the term of this Agreement. The Shareholder that withdraws from the Company's corporate body or management shall keep confidential the Confidential Information for an additional period of four (4) years after his withdrawal from the Company's corporate body or management, whichever occurs last.

11.3 Confidential Information Presentation

11.3.1 General Exception. The disclosure of any Confidential Information by any of the Shareholders to Third Parties will be restricted to the following events:

- (i) determination of delivery of any of the Confidential Information by administrative, judicial or arbitral authorities, in Brazil or abroad, observing that for such purpose the Shareholders shall immediately notify the Company so that it may take the necessary steps to prevent disclosure of the Confidential Information; and
- (ii) supervening publicity of documents and information considered confidential under this Agreement, provided that such publicity does not arise from any act or omission that may be, directly or indirectly, attributed to the Shareholder who disclosed the Confidential Information.

12 General Provisions

12.1 Term of Duration

This Agreement shall be valid and effective for a period of twenty (20) years, automatically renewable for an equal period.

12.1.1 Survival. It is agreed that the obligations set forth in Clauses 1, (Interpretation), 11 (Confidentiality), 12 (General Provisions) shall survive and remain valid, enforceable and in full force and effect after termination of this Agreement.

12.1.2 Pre-termination rights. Termination of this Agreement for any reason shall not affect the rights and obligations of Shareholders prior to the date of termination of the Agreement or arising from acts or events prior to termination of the Agreement.

12.2 Notices

All notices, notifications or communications under this Agreement shall be in writing and shall be delivered in person, by letter or by e-mail, in any event with proof of receipt (or proof of delivery in the case of e-mail), to the addresses indicated in the preamble of this Agreement.

Effectiveness of Delivery. Notices relating to this Agreement shall be deemed given when received by registered mail, from a reputable courier company, upon actual receipt, or at the time of delivery, if delivered by hand, or on the first Business Day following delivery, or on the date of acknowledgment of receipt (whichever occurs first), if sent by e-mail.

12.2.1 Change of Addressee. Any change of addressee, address or any of the above information must be promptly communicated in writing to the Company and other Shareholders. Until actual delivery of such notice, any notice or communication delivered to the addressees or at the addresses then in effect shall be deemed to have been duly given and received.

12.3 Amendments

This Agreement may not be amended except with the express written agreement of all Parties.

12.4 Independence of Provisions

Should any provision of this Agreement be held invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the other provisions contained in this Agreement shall not in any way be affected or impaired as a result thereof, and shall remain in full force and effect. Shareholders must negotiate in good faith for the replacement of the invalid, void, or unenforceable provision with a valid, legal, and enforceable provision that seeks to preserve the original interests of the Shareholders.

12.5 Waiver; tolerance

Other than as expressly provided in this Agreement, the failure or delay of any Shareholder to exercise any of its rights under this Agreement shall not be deemed a waiver or novation and shall not affect the subsequent exercise of such right. Any waiver shall be effective only if specifically granted and in writing.

12.6 Assignment

Other than in respect of Permitted Transfers or Transfers in accordance with the procedures set forth in this Agreement or assignments/transfers of rights/obligations that have obtained the written consent of all Shareholders, none of the signatories may assign (directly or indirectly), in whole or in part, any of its rights or obligations under this Agreement.

12.7 Registration and Endorsement

This Agreement shall be filed at the Company's headquarters in the form and for the purposes set forth in article 118 of the Brazilian Corporation Law. In the Company's registered share register, on the margin of the share register, and on the certificates representing the shares, if issued, the following text shall be registered: "*The voting rights inherent in the shares represented by this registration, as well as their transfer or encumbrance, for any purpose, are bound and subject to the Shareholders' Agreement entered into on June 1, 2021*".

12.8 Breach of Contract

12.8.1 Suspension of rights. Pursuant to Article 120 of the Brazilian Corporation Law, Shareholders may suspend the exercise of rights (including voting rights) held by a Shareholder who fails to fulfill an obligation imposed by this Agreement, the law or the bylaws, and the suspension shall cease as soon as the obligation is fulfilled.

12.8.2 Indemnification. In the event of default by one of the terms and conditions of this Agreement, the prejudiced Shareholder(s) may, under the terms of the applicable legislation, demand indemnification from the defaulting Shareholder for all losses and damages proven and derived from the default, excluding however (since they will not be indemnifiable) any loss of profits, loss of opportunity and indirect, unforeseen, incidental, special, punitive or similar losses and/or damages incurred by the prejudiced signatory. The procedure above shall be preceded by written notice to be sent by the aggrieved Shareholder to the defaulting Shareholder, the defaulting Shareholder having ten (10) days to remedy the default, except as otherwise provided in this Agreement.

12.9 Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements, understandings (oral or written), statements, negotiations and discussions, oral or written, between the Parties with respect to the matters contained herein.

12.10 Waiver

No waiver by either Party of any term or provision of this Agreement or of any breach of this Agreement shall affect the right of such Party to subsequently enforce such term or provision or to exercise any right or remedy in the event of any other breach, whether or not similar.

12.11 Specific Performance

The obligations under this Agreement are subject to specific performance, pursuant to article 118, paragraph 3, of the Brazilian Corporation Law, and each Shareholder and/or the Company shall have the right to request specific performance of this Agreement, or any part thereof, pursuant to the provisions of article 118, paragraph 3, of the Brazilian Corporation Law and other applicable provisions of the Law, including articles 497, 499, 500, 501, 536, 537 and 815 of the Code of Civil Procedure. Specific performance does not, however, exclude the liability of the defaulting Party for losses and damages caused to the other Parties.

12.12 Expenses

Unless otherwise expressly provided elsewhere in this Agreement, each of the signatories hereto shall bear its own expenses in connection with the negotiation, drafting and execution of this Agreement and in connection with the consummation of the obligations contemplated hereby, including all fees and expenses of attorneys, accountants, appraisers and other advisors retained by such signatory, unless otherwise stated in this Agreement.

12.13 Governing Law

This Agreement will be governed and interpreted according to the Brazilian legislation.

12.14 Intervention

The Company attends this Agreement in order to: (i) demonstrate its full knowledge of the terms and conditions set forth herein and, when applicable, ensure that it will take the necessary steps for the full compliance with what has been agreed upon in this Agreement; and (ii) take cognizance of its rights and assume the obligations specifically incumbent upon it as a result of this Agreement.

13 Solution of Conflicts

13.1 Mediation. The signatories of this Agreement ("**Arbitration Parties**") expressly agree that, with the exception of situations in which there is non-performance of net and certain obligations that involve a judicial process of execution, if there is any Dispute arising out of or pertinent to this Agreement, such Dispute shall be exclusive and definitively resolved by arbitration, which will be administered by the B3 Market Arbitration Chamber ("**Arbitration Chamber**"), in accordance with its regulation ("**Regulation**") in force on the date of arbitration, except as modified by this Agreement or by mutual agreement between the Parties, and in accordance with Law No. 9,307 of September 23, 1996, and its subsequent amendments made periodically.

13.1.1 The arbitration shall be conducted by 3 (three) arbitrators. The claimant(s) and the respondent(s) will each appoint an arbitrator in accordance with the Rules. The third arbitrator, who will act as chairman of the arbitral tribunal, shall be chosen by the arbitrators appointed by the parties to the arbitration within 15 (fifteen) days from the acceptance of the position by the last arbitrator or, if this is not possible for any reason, by the Arbitration Chamber, in accordance with the Regulation. If any of the parties to the arbitration does not appoint its respective arbitrator, as established in this Clause, such eventual non-appointed arbitrator shall be appointed by the Arbitration Chamber, in accordance with the Rules.

13.1.2 The arbitration shall be based in the City of São Paulo, State of São Paulo, and proceedings shall be conducted in Portuguese. The arbitration award shall be in writing in Portuguese and shall be final and binding on the Parties and their successors, in any capacity, the arbitrators being prevented from basing the arbitration award on equity.

13.1.3 Without prejudice to the validity of this arbitration agreement, the Parties elect the Forum of the District of Fortaleza, State of Ceará, Brazil, to obtain urgent or provisional relief prior to the constitution of the arbitral tribunal for the useful result of the arbitration and/or for the protection or safeguarding of rights prior to the establishment of the arbitral tribunal, as well as for enforcement actions, as applicable, as well as for any action of early production of evidence, which the Parties agree through the procedural legal transaction of the art. 190 of the Code of Civil Procedure, will not be bound by the urgency criterion provided for in art. 381, item I, of the Code of Civil Procedure, in the district of São Paulo, State of São Paulo, Brazil. The filing of any judicial measure permitted by the Arbitration Law shall not be considered as a waiver of the rights provided for in this Clause or arbitration as the sole method of resolving a Dispute between the Parties. After the establishment of the arbitral tribunal, requests for urgent relief may only be addressed to the arbitral tribunal, which will be responsible for granting, rejecting, maintaining, modifying, suspending and/or issuing a decision replacing the urgent measures previously requested from the Judiciary.

13.1.4 The decision may include an allocation of costs, including reasonable attorneys' fees and miscellaneous expenses. The Parties shall bear the costs of the proceedings, and their value, including the fees of the arbitrators, in the proportion to be determined by the Arbitration Chamber or pursuant to the Regulation. The Party awarded an unfavorable decision shall reimburse the other Party for any and all reasonable costs and expenses.

13.1.5 Prior to the appointment of the arbitral tribunal, any party to an arbitration shall have the right to petition the Arbitration Chamber to consolidate simultaneous arbitration proceedings agreements involving (a) any of the Parties, even if they are not part of the same processes, and (b) this Agreement and/or other related contracts entered into between the Parties or their successors, in any capacity. The Arbitration Chamber shall (after granting the other party(ies) a reasonable opportunity to respond to such request) render a decision relating to such request in accordance with the Rules. Upon appointment of the arbitral tribunal, any Party shall have the right to petition the arbitral tribunal to consolidate any simultaneous arbitral proceedings, in

accordance with the same conditions as above. The arbitral tribunal shall (after granting the other Party a reasonable opportunity to respond to such request) render a decision in respect of such request. Notwithstanding the contrary provisions of this Clause, no separate arbitration proceedings may be consolidated, unless (i) such proceedings relate to the same legal relationship; (ii) the arbitration clauses in the respective contracts are substantially similar in all material respects; and (iii) the consolidation does not result in undue harm to either Party that could be avoided by maintaining separate arbitration procedures. The arbitral tribunal's decision regarding the proper consolidation of the arbitral proceedings shall be made by the arbitral tribunal which is constituted first.

13.1.6 The Parties and the Company agree that the arbitration (including its existence, the Dispute, allegations and arguments, evidence and decisions by the Arbitral Tribunal) is strictly confidential and may only be disclosed to the parties to the arbitration and their legal advisors.

13.1.7 The provisions set forth in this Clause 13.1 shall survive the termination or expiration of this Agreement.

And, in witness whereof, the parties have signed the present instrument of Shareholders' Agreement in twelve (12) counterparts of equal content and for one sole purpose, in the presence of two (2) witnesses.

Pereiro, October 4, 2021.

[The signatures follow on the next page.]

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Shareholders:

JOSÉ ROBERTO NOGUEIRA

PAULO ESTEVAM DA SILVA

JOÃO PAULO ESTEVAM

JORDÃO ESTEVAM NOGUEIRA

FRANCISCO ESTEVAM SOBRINHO

GABRIELA QUEIROZ ESTEVAM

PEDRO SALES QUEIROZ ESTEVAM

MIGUEL ESTEVAM PARENTE

JORDANIA KARINA ESTEVAM NOGUEIRA

ANA PAULA NOGUEIRA

FRANCISCO DE FRANÇA REIS

Consenting Intervenor :

BRISANET PARTICIPAÇÕES S.A.

Witnesses:

Name:

ID:

CPF/ME:

Name:

ID:

CPF/ME:

Annex 1.1.

Defined Terms

“Share”	has the meaning ascribed to it in Clause 2.1.
“Offering Shareholder”	has the meaning ascribed to it in Clause 6.
“Offeree Shareholder”	has the meaning ascribed to it in Clause 6.
“Shareholders” or “Shareholder”	means jointly or individually, JRN, PES JPE, JEN, MEP, JKN, ANP e FFR.
“Offered Shares”	has the meaning ascribed to it in Clause 6.1.1.
“Affiliated”	means: <ul style="list-style-type: none">• With respect to a natural Person, any person who, at any time, is a relative of the Person in reference, as well as any specific purpose Company, provided that at least ninety-nine percent (99%) of its capital stock is held directly or indirectly by the persons indicated above in this item; and• With respect to a legal Person or unincorporated entity, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with, such Person
“ANP”	has the meaning assigned in the Preamble.
“Acquisition”	means a transaction involving the purchase, exchange or other form of acquisition or business combination, including through corporate reorganization, by the Company or one of its Investees, of equity interests in other companies, a division or business unit, assets or goodwill held by another entity that develops activities similar or complementary to those developed by the Company and/or its Investees.
“Government Authority”	means the government of the Federative Republic of Brazil or any of its political subdivisions, whether at the federal, state or municipal level, or any agency, department or instrumentality of such government or political subdivision thereof.
“CAM-CCBC”	has the meaning ascribed to it in Clause 13.1.
“CNPJME”	means National Corporate Taxpayer’s Register of the Ministry of Finance.

“Civil Code”	means Law No. 10406, of January 10, 2002, as amended.
“Code of Civil Procedure”	means Law No. 13,105 of March 16, 2015, as amended.
“Company”	has the meaning assigned in the Preamble
“Company Competitor”	means any Person involved in the Business in the Brazilian territory.
“Constriction”	means any event in which Shares are directly or indirectly pledged, seized, encumbered or are the subject of any other judicial or administrative attachment not arising from the voluntary act of a Shareholder.
“Control” (and its verbal variations)	has the meaning ascribed to it by Article 116 of the Brazilian Corporation Law.
“CPF/ME”	means National Registry of Individuals of the Ministry of Economy.
“Normal Course of Business”	means the ordinary and usual conduct and course of the Company's Business, behavior consistent with the Company's reiterated practices for a given event and in compliance with applicable Laws, for the fulfillment of a certain obligation, or for taking a certain action, as expected to be conducted by the management in accordance with the regulatory rules peculiar to the Company's Business.
“Business Day”	means any day other than: (i) Saturday or Sunday, or (ii) days on which commercial banks are required or authorized by Law to remain closed in the Cities of Pereiro, State of Ceará and São Paulo, State of São Paulo.
“Preemptive Right”	has the meaning ascribed to it in Clause 6.
“Conflicts”	means any and all disputes or controversies arising out of or in connection with this Agreement and its Annexes, including those relating to its existence, validity, effectiveness, performance, interpretation or termination and its consequences
“Bylaws”	means the Company's Bylaws
“FES”	has the meaning assigned in the Preamble.
“FFR”	has the meaning assigned in the Preamble.

“GQE”	has the meaning assigned in the Preamble.
“Confidential Information”	has the meaning ascribed to it in Clause 11.1.
“First Class Financial Institution”	means any investment bank ranked among the top 10 in the last 12 (twelve) months for equity/capital markets as published by ANBIMA - Brazilian Association of Financial and Capital Market Entities.
“Investees”	means any Person in which the Company holds or will hold, directly or indirectly, shares, quotas or any other type of participation in the capital, results or profits.
“IPCA/IBGE”	has the meaning ascribed to it in Clause 10.3.
“JEN”	has the meaning assigned in the Preamble.
“JKN”	has the meaning assigned in the Preamble.
“JRN”	has the meaning assigned in the Preamble.
“Brazilian Corporation Law”	means Law no. 6404, of December 15, 1976, as amended.
“Arbitration Law”	has the meaning ascribed to it in Clause 13.2.7.
“Mediação”	has the meaning ascribed to it in Clause 13.1.
“MEP”	has the meaning assigned in the Preamble.
“Business”	means, in relation to the Company, the interest in other companies; and, in relation to the Investees: SCM telecommunications services; fixed commuted telephone service - STFC; voice over internet protocol - VOIP providers; rental of telecommunications equipment; installation services for fiber optic and radio networks; wholesale, retail and import of telecommunications equipment; pay television; cable pay television operators; provision of camera rental and storage services; internet and data center hosting services.
“Information Notice”	has the meaning ascribed to it in Clause 7.1.1.
“Notice of Offer”	has the meaning ascribed to it in Clause 6.
“New Business”	has the meaning ascribed to it in Clause 8.2.
“Initial Public Offering”	means an initial public offering for primary and/or secondary distribution of shares (or other securities representative of, convertible into, or granting rights related to shares) issued by the Company, in Brazil .

“Burden”	means, with respect to a particular good, right or asset, any and all liens, encumbrances, rights of retention, security interests, charges, attachments, arrestments, options, usufructs, restrictive covenants, preemptive rights, and any other similar rights or claims of any nature whatsoever relating to such rights, estoppel, or any limitation or restriction, whether partial or total, contractual, judicial or legal, on the free disposal or use of such good, right or asset.
“Relative/Related”	means, with respect to any natural Person: (i) any descendant, ascendant or collateral up to the fourth (4th) degree of such Person or the spouse or partner of such Person, in a direct line and including natural or civil (adoptive), and testamentary heirs, (ii) any spouse or former spouse, of the Persons referred to in item "i" above, (iii) any legal representative, guardian, trustee, estate or executor of any of the Persons referred to in items "i" and "ii" above, and (iv) any Company, trust or other succession planning instrument whose beneficiary is any of the Persons described in items "i", "ii" and "iii" above.
“Related Party”	means, on the date the concept is applied: <ul style="list-style-type: none"> • With respect to any natural Person: (i) its Relatives; (ii) any legal Person controlled directly or indirectly by such Person or in which such Person has an interest of ten percent (10%) or more of the respective total capital stock; • With respect to any Legal Person: <ul style="list-style-type: none"> (i) any other legal Person that is an Affiliate of such legal Person; (ii) its partners, statutory or executive officers, employees, managers, consultant, service provider or similar of such Person and/or their respective Relatives; and/or (iii) Companies that, directly or indirectly, are Controllers of or Controlled by any of the individuals mentioned in this item.
“Arbitration Parties”	has the meaning ascribed to it in Clause 13.2.
“Shareholding”	means shares in joint stock companies, shares in limited liability companies, any rights, titles or securities convertible into and/or exchangeable for shares or quotes, as well as any interests in other types of companies, consortiums, investment funds and associations of any nature.

“PES”	has the meaning assigned in the Preamble.
“Person”	means any individual or legal entity, firm, corporation, investment fund, closed-end complementary pension fund entity, consortium, joint venture, trust, condominium, universality of rights, partnership or any other form of organization, with or without legal personality.
“Potential Purchaser”	has the meaning ascribed to it in Clause 6.
“Noncompetitiion Clearing Term”	has the meaning ascribed to it in Clause 8.1.2.
“New Business Clearing Term”	has the meaning ascribed to it in Clause 8.2.1.
“PSE”	has the meaning assigned in the Preamble.
“Arbitration Rules”	has the meaning ascribed to it in Clause 13.2.
“Mediation Rules”	has the meaning ascribed to it in Clause 13.1.
“Third Party”.	means anyone who is not a signatory to this Agreement.
“Terms of the Offering”	has the meaning ascribed to it in Clause 6.1.1(iii)(b).
“Indirect Transfer of Shares”	has the meaning ascribed to it in Clause 5.1.1.
“Transfer”	means the sale, commitment to sell, assignment, exchange, disposal, donation, encumbrance, exchange, disposal, transfer, contribution to the capital, grant of purchase or sale option or practice any act that may result in the disposal, encumbrance or any other form of loss of ownership and rights attached thereto, directly or indirectly, onerous or gratuitous, of the asset, property or right to which it refers, or of all risks and benefits inherent to such asset, property or right, including, without limitation, by means of corporate reorganizations, of any of the Shares held directly or indirectly, at any time, by the Shareholders, as well as of the rights attributed to such Shares.
“Allowed Transfers”	has the meaning ascribed to it in Clause 5.3.1.
“Withdeawal Amount”	has the meaning ascribed to it in Clause 10.2.

