



# EXTRAORDINARY GENERAL MEETING

6/27/22

LOCALIZA RENT A CAR S/A  
MANAGEMENT PROPOSAL



## Opening

Dear investors,

After a long journey, we are getting closer to the consummation of the business combination with Unidas, which, like us, has the ambition to create a platform capable of offering solutions that are increasingly innovative and adherent to the demands of society. Together we will gain more scalability and become competitive, taking even bolder flights to lead the transformation of sustainable mobility.

Throughout the process, we had the support of the shareholders of both companies, who believed in the value that this operation will generate for our employees, society, and other stakeholders.

Adding up to almost 80 years of history full of extraordinary results and passion for the client, values shared by both companies, Localiza and Unidas seek the union of reference shareholders and an executive body with wide expertise and high reputation in the industry.

A fundamental part of the high corporate governance of both companies, the Board of Directors dedicates great attention to strategic business challenges, aiming to define guidelines and ensure the operational excellence required to continue building the future of sustainable mobility. Our Board is composed of members with complementary and diverse backgrounds, aiming to broaden the Company's vision and qualify our decision making. To ensure its good dynamics and effectiveness, the body undergoes annual evaluation of its members and biannual evaluation with external and independent support: processes that have generated significant improvements in all dimensions of our performance.

The Share Merger Agreement signed in 2020 provided for a structure that allows for the leveraging of competencies and complementarity of visions, seeking the best of both companies. This commitment includes the addition of two members appointed by Unidas' Founding Shareholders to Localiza's Board of Directors, whose election will be proposed at this Extraordinary General Meeting (EGM) and will be subject to the consummation of the business combination between the Companies.

We also propose specific amendments to the recently approved Long Term Incentive Plans, aiming to clarify specific doubts and make the operation of the programs clearer. The proposed amendment is the result of suggestions obtained in several meetings with investors after our last General Meeting, reiterating our commitment and responsibility to our shareholders and reinforcing the best governance practices and principles.

I would like to thank everyone for their trust throughout the course of this operation, which is responsible for creating a mobility platform that will exponentially improve our customers' experience. Our path is long and promising, and we count on you to be together in this journey of transformation.

**Eugênio Mattar**  
**Chairman of the Board of Directors**

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## I - Invitation

Dear Shareholders,

We are pleased to invite you to the Extraordinary General Meeting to be held at 11:00 am on June 27, 2022 ("EGM").

The EGM will be held exclusively digitally, through the electronic platform "Zoom", without the possibility of physical attendance. For all legal purposes, the EGM will be considered as held at the Company's headquarters, as provided for in art. 5, §3 of CVM Resolution 81/22.

If there is a quorum, the EGM will be installed to examine, discuss and vote on the matters on the agenda, listed in the Call Notice contained in this Manual.

Management presents the proposal and voting guidelines to provide clarifications to Shareholders on the resolutions to be taken.

Your participation is very important for the Company.

We count on your presence.

Belo Horizonte, May 27, 2022

**Eugênio Pacelli Mattar**  
Chairman of the Board of Directors

## II - Call Notice

**LOCALIZA RENT A CAR S.A.**  
**PUBLICLY-HELD COMPANY**  
**Corporate Taxpayer Id. (CNPJ): 16.670.085/0001-55**  
**Company Registry (NIRE) No.: 3130001144-5**

### **CALL NOTICE** **EXTRAORDINARY GENERAL MEETINGS**

The shareholders of Localiza Rent a Car S.A. ("Company") are hereby convened to meet in Extraordinary General Meeting ("EGM"), to be held on June 27, 2022, at 11:00 am, exclusively digitally, with participation through an electronic system or through remote voting mechanisms, without the possibility of physical attendance, to examine, discuss and vote on the following matters on the agenda:

1. Subject to the effective consummation of the Share Merger of Companhia de Locação das Américas ("Unidas") by the Company, as approved by the shareholders of Unidas and of the Company, in the general shareholder meetings held on November 12, 2020 and April 26, 2022, (a) increase the composition of the Board of Directors to eight members; and (b) elect two new members to the Board of Directors; and
2. Approve the amendment to the terms and conditions of the Company's stock-based long-term incentive plans, approved at the ordinary and extraordinary general meeting held on April 26, 2022.

**General Information:** The shareholder or its duly constituted attorney-in-fact, subject to the provisions of article 126 of Law No. 6,404/76 ("Corporations Law") may participate exclusively digitally, through the electronic platform "Zoom" or through remote voting mechanisms, without the possibility of physical attendance. For all legal purposes, the EGM will be considered as held at the Company's headquarters, as provided in art. 5, §3 of CVM Resolution 81/22.

Shareholder participation may be in person or by a duly appointed legally constituted proxy, or via distance voting ballot, and the detailed instructions on the required documentation are contained in the Manual of the Extraordinary General Meeting ("Manual"). Notwithstanding the information detailed in the Manual, the Company highlights the following information regarding the forms of participation in the Meeting:

**Participation in person or represented by a proxy:** Pursuant to art. 6, §3, of CVM Resolution 81/22, shareholders who choose to attend the EGM via digital platform must send the necessary documents to the electronic address [assembleia@localiza.com](mailto:assembleia@localiza.com), no later than two (2) days before the EGM date – that is, until June 25, 2022.

After receiving the documents by email and confirming their validity and completeness, the Company will accredit the shareholder to participate in the EGM via digital platform and will send the detailed instructions for their use, as well as the access link. **Only duly accredited shareholders may participate in the EGM, in accordance with the deadline and procedures indicated above.**

The digital platform to be made available by the Company for access and participation in the EGM will be the Zoom virtual meeting application. More information about the features of this platform can be found at <https://zoom.us>.

The Company recommends that shareholders familiarize themselves in advance with the use of the Zoom platform, as well as ensure the compatibility of their respective electronic devices for using the platform.

Additionally, the Company requests that such shareholders, on the day of the EGM, access the Zoom platform at least thirty (30) minutes in advance of the scheduled start time, in order to allow the validation of access by all accredited shareholders.

Through the Zoom platform, accredited shareholders will be able to discuss and vote on the items on the agenda, having video and audio access to the virtual room where the EGM will be held.

The Company is not responsible for any operational or connection problems that the shareholder may face, as well as for any other issues outside the Company that may make it difficult or impossible for the shareholder to participate in the EGM by electronic means. If the shareholder who has duly requested their participation by electronic means does not receive the email with instructions for accessing the digital platform by 11:00 am on June 26, 2022, they must contact the email address [assembleia@localiza.com](mailto:assembleia@localiza.com), no later than 6:00 pm on June 26, 2022, so that your respective instructions for access can be re-sent.

To shareholders who will be represented by means of a power of attorney granted for the specific purpose of participating in meetings, the Company will waive the notarization of signature and/or the consularization or apostille of the power of attorney granted by the shareholders to their respective representatives. We emphasize, however, that documents that are not drawn up in Portuguese must be accompanied by the respective translation.

The Company requests that the shareholders who will be represented by means of a power of attorney, send the power of attorney granted pursuant to the law, in digital format, to the investor relations department, at the electronic address [assembleia@localiza.com](mailto:assembleia@localiza.com), until the June 25, 2022.

**Participation by means of distance voting:** The Company will grant shareholders the possibility of exercising their vote remotely at the EGM by means of the submission of distance voting ballot. Shareholders who choose to exercise their voting rights remotely may: (i) transmit voting instructions directly through the institutions and/or brokers that maintain their positions in custody, if they make these services available; (ii) transmit the voting instructions directly to the bookkeeper of the Company's shares, that is, Banco Bradesco S.A., in accordance with the instructions established in the EGM participation manual; or (iii) fill in the distance voting ballot available at the addresses indicated below and send it directly to the Company, as instructed in the participation Manual.

For more information, see the rules provided for in CVM Resolution 81/22, in the Manual and in the distance voting ballot made available by the Company at the addresses indicated below.

The Manual, containing the Management Proposal and detailed guidelines for participation in the Meeting, as well as all documents relevant to the matters to be resolved at the Meeting, are available to Shareholders, as of this date, at the Company's headquarters, at the its investor relations website ([www.localiza.com/ri](http://www.localiza.com/ri)), as well as on the websites of the Securities and Exchange Commission ([www.gov.br/cvm](http://www.gov.br/cvm)) and B3 SA – Brasil, Bolsa, Balcão ([www.b3.com.br](http://www.b3.com.br)).

Belo Horizonte, May 27, 2022

**Eugênio Pacelli Mattar**  
Chairman of the Board of Directors

### III - Procedures and timeframes

#### 1. Location and quorum for meeting

The EGM will be held exclusively digitally, through the “Zoom” electronic platform, without the possibility of physical attendance, or through remote voting mechanisms. For all legal purposes, the EGM will be considered as held at the Company's headquarters, as provided in art. 5, §3 of CVM Resolution 81/22.

Shareholders holding shares issued by the Company, by themselves, their legal representatives or attorneys-in-fact, may participate in the EGM, provided that said shares are registered in their name in the deposit accounts at the depositary financial institution responsible for the service of book-entry shares of the Company, in accordance with the provided for in article 126 of Law No. 6,404/76.

For the installation of the EGM, on first call, the presence of Shareholders representing at least 1/4 (one fourth) of the total votes granted to the shares with voting rights is required, pursuant to article 125 of the Corporation Law. If the quorum of 1/4 (one fourth) of the total votes granted to the shares with voting rights is not reached, the EGM will not be installed.

If necessary, the Company will announce a new date for the EGM, which may, on second call, be installed upon the presence of any number of shareholders.

#### 2. General documentation information

In order to participate in the EGM and to cast their votes or, if they are unable to attend, shareholders are permitted to appoint a proxy, subject to the rules of representation described below, or to exercise their vote rights by filling out and sending the Distance Voting Ballot, pursuant to CVM Resolution 81/22, as amended, without the possibility of physical attendance.

#### 3. Participation: in person or represented by a proxy

Shareholders who choose to participate in the EGM through a digital platform should contact the Investor Relations Department at the electronic address [assembleia@localiza.com](mailto:assembleia@localiza.com).

Shareholders must send to the Company, by means of the aforementioned e-mail, scanned copies of the following documents:

#	Shareholder	Required Documents
1	Individual	<b>Simple copy of the identification document with photo of the shareholder.</b> Examples: Brazilian ID (RG), Brazilian ID for Foreign Nationals (RNE), Brazilian Driving License (CNH), or officially recognized professional class identification.
2	Legal Entities	<b>Simple copies of the following documents:</b> i) consolidated bylaws or most recent articles of association and corporate documents that may evidence the shareholder's legal representation; and ii) identification document with a photo of the legal representative.
3	Shareholder constituted in the form of an Investment Fund	<b>Simple copies of the following documents:</b> i) most recently updated consolidated fund regulation; ii) most recently updated consolidated bylaws or articles of association of the administrator or manager, as applicable, in accordance with the fund's voting policy and corporate documents that may demonstrate authority of representation; and iii) identification document with a photo of the legal representative

Pursuant to art. 6, §3, of CVM Resolution 81/22, shareholders who wish to participate in the EGM via digital platform must send the documents indicated above, without fail, at least 2 (two) days before the EGM date - that is, until June 25, 2022.

For the sole purpose of facilitating and speeding up the work of the EGM, the Company asks shareholders who request their virtual participation (and who have not sent the distance voting ballot) to send it digitally, together with their request and the documents necessary for virtual participation, your manifestations of vote to the Company. The prior submission of voting statements **does not** exempt the shareholder from effectively participating virtually in the EGM, that is, the shareholder must connect, register their presence and vote through the electronic platform so that they are duly considered.

After receiving the documents through the e-mails indicated above and confirming their validity and completeness, the Company will accredit the shareholder to participate in the EGM via digital platform. Within 24 hours before the beginning of the EGM, the Company will send to the accredited shareholders the detailed instructions for the use of the digital platform, as well as the access link. **Only duly accredited shareholders may participate in the EGM, in accordance with the deadline and procedures indicated above.**

The digital platform to be made available by the Company for access and participation in the EGM will be the Zoom virtual meeting application. More information about the features of this platform can be found at <https://zoom.us>.

The Company recommends that shareholders familiarize themselves in advance with the use of the Zoom platform, as well as ensure the compatibility of their respective electronic devices for using the platform. Additionally, the Company requests that such shareholders, on the day of the EGM, access the Zoom platform at least 30 (thirty) minutes in advance of the scheduled start time, in order to allow the validation of access by all accredited shareholders.

Through the Zoom platform, accredited shareholders will be able to discuss and vote on the items on the agenda, having video and audio access to the virtual room where the EGM will be held.

The Company is not responsible for any operational or connection problems that the shareholder may face, as well as for any other issues outside the Company that may make it difficult or impossible for the shareholder to participate in the EGM by electronic means. If the shareholder who has duly requested their participation by electronic means does not receive the email with instructions for accessing the digital platform by 11:00 am on June 26, 2022, they should contact the email [assembleia@localiza.com](mailto:assembleia@localiza.com), no later than 6:00 pm on June 26, 2022, so that your respective instructions for access can be sent back to you.

To shareholders who will be represented by means of a power of attorney granted for the specific purpose of participating in meetings, the Company will waive the notarization of signature and/or the consularization or apostille of the power of attorney granted by the shareholders to their respective representatives. We emphasize, however, that documents that are not drawn up in Portuguese must be accompanied by the respective translation.

The shareholder's attorney-in-fact must have been constituted less than 1 (one) year ago and in the manner provided for in paragraph 1 of art. 126 Law nº 6,404/76. For shareholders who are legal entities, according to the understanding provided by the Board of CVM, at a meeting held on November 4, 2014 (CVM Process RJ2014/3578), there is no need for the attorney-in-fact to be a shareholder or administrator of the Company, lawyer or institution financial.



The Company also requires that the shareholders who will be represented by means of a power of attorney, send the power of attorney granted pursuant to the law, in digital format, to the Investor Relations Department by e-mail [assembleia@localiza.com](mailto:assembleia@localiza.com), also until June 25, 2022, as follows:

<b>Documents for Representation</b>	<ul style="list-style-type: none"> <li>- <b>Power of attorney and photo ID; and</b></li> <li>- <b>Legal Entity Shareholder - Simple copies of the following documents:</b> i) most recent consolidated bylaws or articles of association and corporate documents that can evidence the shareholder's legal representation; and ii) photo ID of the legal representative.</li> <li>- <b>Shareholder constituted in the form of an Investment Fund - Simple copies of the following documents:</b> i) most recently updated consolidated fund regulation; ii) most recently updated consolidated bylaws or articles of association of the administrator or manager, as applicable, in accordance with the fund's voting policy and corporate documents that may evidence authority of representation; and iii) photo ID of the representative.</li> </ul>
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### 3.1. Via Distance Voting Ballot

Pursuant to CVM Resolution 81/22, the Company adopted the distance voting system, allowing its shareholders to participate in the EGM by completing and submitting the Company's Distance Voting Ballot ("Voting Ballot"), as the case may be. These documents are available for consultation by Shareholders as of this date, on the Company's investor relations website ([www.localiza.com/ri](http://www.localiza.com/ri)), as well as on the websites of CVM ([www.cvm.gov.br](http://www.cvm.gov.br)) and B3 ([www.b3.com.br](http://www.b3.com.br)).

Accordingly, the shareholders will be able to complete and send, from the date of publication of this Manual, the Voting Ballot, at their discretion:

- (i) directly to the Company, observing the provisions of item 2.2.1 below; or
- (ii) by following instructions transmitted to their respective custodian agents or to the Company's depository agent, depending on whether their shares are deposited with a central depository.

#### 3.1.1. Distance Voting Cast Directly

If shareholders wish to forward their voting instructions directly to the Company, they must print the Voting Ballot, fill them in, initial all pages and sign them. The Company will allow the digital or electronic signature of the Voting Ballot.

Subsequently, they must send, **in digital format**, to e-mail [assembleia@localiza.com](mailto:assembleia@localiza.com), the following documents:

- (i) a paper copy of the Distance Voting Ballot duly completed, initialed and signed; and
- (ii) certified copy of the documents described in the table in item 2.1 above, as appropriate.

The Company will waive the notarization of Voting Ballot signed in Brazilian territory and the notarization and consularization or apostille, as the case may be, of those signed outside the country. However, corporate and representation documents of legal entities and investment funds drawn up in a foreign language must be translated.

In order to facilitate the participation of shareholders in the EGM, the Company will waive the presentation of the original copy of the Voting Ballot and certified copies of the documents requested above. Shareholders must forward the Voting Ballot and a copy of the other documents indicated above, in digital format, by June 20, 2022 (inclusive), to e-mail [assembleia@localiza.com](mailto:assembleia@localiza.com).

Once the Voting Ballot and accompanying documents have been received, the Company will notify the Shareholder of their receipt and acceptance or not, within 3 (three) days of receipt, pursuant to article 46 of CVM Resolution 81/22, as amended.

During the distance voting period, the Shareholder may change its voting instructions as many times as it deems necessary, and the one which validly includes the date closest to the EGM's date will prevail.

### **3.1.2. Distance Voting Exercised by Service Providers**

The Shareholder who chooses to exercise his/her right to distance vote through service providers must transmit his/her voting instructions to their respective custodians or to Banco Bradesco S.A., depository agent for the shares issued by the Company, depending on whether or not their shares are deposited in a central depository and provided that the rules determined by them are observed.

Accordingly, Shareholders should contact their custodian agents or the depository agent for the shares issued by the Company and check the procedures established by them for sending voting instructions via the Voting Ballot, as well as the documents and information that may be required by them.

The Company clarifies that conflicting voting instructions shall be disregarded. These are understood as those cast by the same Shareholder who, in relation to the same resolution, voted for opposing motions in Voting Ballot delivered by different service providers.

### **3.1.3. Additional Information**

A Shareholder who decides to cast a distance vote will be considered present for all purposes of the Corporation Law, provided that the respective Voting Ballot is considered valid by the Company.

The voting instruction from the same Shareholder will be attributed to all shares held by that Individual (CPF) or Corporate Taxpayer (CNPJ) Number, as the case may be, according to the shareholding positions provided by the depository agent.

If there is a discrepancy between the information contained in any Voting Ballot sent directly to the Company and the voting instruction contained in the voting map sent by the depository agent in relation to the same Shareholder, the voting instruction contained in the voting map sent by the depository agent will prevail, and the aforementioned Voting Ballot received by the Company shall be disregarded.

Distance voting instructions from shareholders or representatives of Shareholders who have chosen to vote through the digital platform shall also be disregarded.

## **4. Conflict of Interests**

Shareholders who have a possible conflict of interest in relation to the issues brought to the EGM deliberations or who have their independence compromised must communicate this fact and abstain from discussing and voting on the matter.

## IV - Extraordinary General Meeting: Management Proposal

1. Subject to the effective consummation of the Share Merger of Companhia de Locação das Américas ("Unidas") by the Company, as approved by the shareholders of Unidas and of the Company, in the general shareholder meetings held on November 12, 2020 and April 26, 2022, (a) increase the composition of the Board of Directors to eight members; and (b) elect two new members to the Board of Directors.

### 1.1. Increase the composition of the Board of Directors to 8 members

The current Board of Directors of the Company is composed of 6 members, elected at the ordinary general meeting held on April 27, 2021, with a term of office until the ordinary general meeting of 2023.

Pursuant to Clause 2.1.7.4 of the Share Merger Agreement, which regulated the terms and conditions of the Share Merger of the Companhia de Locação das Américas ("Unidas") by the Company ("Agreement" and "Merger of Shares"), the Company will elect the members of the Board of Directors who will exercise the first term of office immediately after the date of closing of the Merger of Shares, to be composed of eight members, with effectiveness subject to the effective closing of the Merger of Shares.

In view of the above and in line with article 11 of the Company's Bylaws, the Management proposes the increase of the composition of the Board of Directors from six to eight members, with effectiveness subject to the effective consummation of the Merger of Shares.

### 1.2. Procedures for election of the members of the Board of Directors

The members of the Board of Directors will be elected individually, by a majority vote of the shareholders present.

### 1.3. Candidates appointed by the Management to compose the Board of Directors

Pursuant to Clause 2.1.7.4 of the Agreement, the Company's Board of Directors shall, on the Closing Date of the Share Merger, be composed of eight members, six of whom shall be appointed by the Company's founding shareholders (which are already elected and invested on this date) and two appointed by the founding shareholders of Unidas. In view of the above, the Management proposes the election of the two additional members appointed by the founding shareholders of Unidas, with effectiveness conditioned to the effective consummation of the Merger of Shares.

In view of the above, subject to the effective consummation of the Share Merger, the Management proposes the election of the following two candidates, as indicated by the founding shareholders of Unidas, to compose the Board of Directors. The candidates will be elected individually, and their term of office will be unified with that of the other directors, with effectiveness conditioned to the effective consummation of the Share Merger, until the Ordinary General Meeting of 2023:

- **Luis Fernando Memória Porto**, for the position of member of the Board of Directors; and
- **Sérgio Augusto Guerra de Resende**, for the position of member of the Board of Directors.

The Management informs that it has received from the candidates to the Board of Directors a declaration that they comply with the applicable eligibility requirements, pursuant to article 147 of the Corporation Law.

### 1.4. Composition Matrix of the Board of Directors

The Management proposes the election of the candidates listed above, in accordance with the provisions of the Agreement, and understands that they will contribute to the maintenance of an active and competent Board of Directors with regard to the general orientation of the business and decision-

making on the Company's strategic issues. The proposal for the composition of the Board of Directors was directed towards the diversity of competencies in line with the Company's strategic objectives, as indicated in the following chart:

Summary of Directors' experiences and qualifications		Luis Fernando Memoria Porto	Sérgio Augusto Guerra de Resende
Experiences	Experience in CEO positions / President of the Board positions	x	x
	International Experience		
	Organizational and Cultural Transformation	x	x
	New Business Models/Innovation	x	
	<i>Business to Consumer</i>	x	
Sectors of Activity	Automotive	x	x
	Financial		
	Mobility	x	x
	Retail	x	x
	Technology		
	Consumer Goods		
	Health		
Functional Qualifications	Strategy	x	x
	Finance and Accounting	x	x
	Risk Management	x	x
	Corporate Governance	x	x
	Marketing and Communication	x	x
	Operations	x	x
	Sustainability	x	x
	Talent Management	x	
	IT		
	Innovation and Digital Transformation	x	

Below is a detailed description of the current activities of the appointed board members:





**Luis Fernando Memoria  
Porto**

**Age:** 50 years old

**Date of entry into office:** date of closing of the Merger of Shares.

Member of the Board of Directors.

#### Other external occupations

- CEO of Via Jap Comércio de Veículos Ltda;
- CEO of Via Natsu Comércio de Veículos Ltda;
- CEO of Via Trucks Comércio de Caminhões Ltda;
- Director of BM Rio Comércio de Automóveis Ltda;
- Vice-Chairman of the Board of Directors of Companhia de Locação das Américas S.A;
- Vice-Chairman of the Board of Directors of Unidas S.A.
- Advisory Board Member at Instituto Mano Down.

#### Main responsibilities and sectors of activity

- Automotive;
- Mobility;
- Retail;
- Real Estate;
- Philanthropy.

#### Positions held in the last 5 years

- CEO of Companhia de Locação das Américas and of some of its subsidiaries;
- Member of the Board of Directors of Companhia de Locação das Américas and Unidas S.A.

#### Education and previous experiences

- Graduated in Business Administration at FUMEC and has a post-graduate degree in Business from Fundação Dom Cabral;
- One of the founding partners of Companhia de Locação das Américas in 1993. Additionally, he is one of the founding partners of Via Jap Comércio de Veículos Ltda., founded in 2003, of Via Natsu Comércio de Veículos Ltda., founded in 2008; of Via Trucks Comércio de Caminhões Ltda., founded in 2013;
- Director and CEO of Companhia de Locação das Américas and of some of its subsidiaries.



**Sérgio Augusto Guerra de Resende**

**Age:** 47 years old

**Date of entry into office:** date of closing of the Merger of Shares.

Member of the Board of Directors.

#### Other external occupations

- CEO of Via Jap Comércio de Veículos Ltda;
- CEO of Via Natsu Comércio de Veículos Ltda;
- CEO of Via Trucks Comércio de Caminhões Ltda;
- Director of BM Rio Comércio de Automóveis Ltda;
- Vice Chairman of the Board of Directors of Companhia de Locação das Américas S.A;
- Vice-Chairman of the Board of Directors of Unidas S.A.

#### Main responsibilities and sectors of activity

- Automotive;
- Mobility;
- Retail;
- Real Estate;
- Agribusiness.

#### Positions held in the last 5 years

- President Director of Via Jap Comércio de Veículos Ltda;
- CEO of Via Natsu Comércio de Veículos Ltda;
- CEO of Via Trucks Comércio de Caminhões Ltda;
- Director of BM Rio Comércio de Automóveis Ltda;
- Vice Chairman of the Board of Directors of Companhia de Locação das Américas S.A;
- Vice-Chairman of the Board of Directors of Unidas S.A.

#### Formação e experiências anteriores

- One of the founding partners of Companhia de Locação das Américas in 1993;
- Vice-Chairman of the Board of Directors of Companhia de Locação das Américas and Unidas S.A.

### 1.5. Presented Documents

**Exhibit 1:** Information about the candidates appointed by the Management to compose the Board of Directors - Items 12.5 to 12.10 of the Reference Form - with Effectiveness Conditioned to the closing of the Merger of Shares

**2. Approve the amendment to the terms and conditions of the Company's stock-based long-term incentive plans, approved at the ordinary and extraordinary general meeting held on April 26, 2022.**

**2.1. Description**

The Management of the Company submits to the EGM the amendment to the terms and conditions of the Company's stock-based long-term incentive plans ("Long-Term Incentive Plans" or "Incentive Plans"), approved at its Extraordinary General Meeting held on April 26, 2022 ("OEGM 2022"), namely:

- **Second Stock and Matching Share Purchase Plan of Localiza Rent a Car S.A.:** aims to allow the granting of Matching Shares to the selected Participants, to the extent that, among other conditions, said Participants invest their own resources, in a percentage linked to the amount received as annual remuneration, in the case of non-CLT managers and annual profit sharing, in the case of the other Participants, and in the acquisition of Shares, at their sole discretion and own risk.
- **Second Deferred Shares Bonus Plan of Localiza Rent a Car S.A.:** establishes the general conditions of the long-term incentive through the granting of Deferred Shares issued by the Company, whose right will be conditioned to the fulfillment of the Grace Period, encouraging the retention of Participants and seeking long-term value generation for the Company's shareholders.
- **Fifth Stock Option Plan of Localiza Rent a Car S.A.:** establishes the general conditions of long-term incentive through the granting of options to purchase shares issued by the Company to the selected Participants, pursuant to article 168, § 3 of Corporation Law, also pursuing the objective of attracting, motivating and retaining them, as well as aligning their interests with the interests of the Company and its shareholders.

As indicated in the management proposal for the OEGM 2022, the purpose of the Long-Term Incentive Plans is to align the interests of the executives of the Company and of the companies under its control with those of the shareholders, in a sustainable manner, promoting the attraction and retention of high-level professionals, as well as the recognition of high performance. The Long Term Incentive Plans have as eligible public the (i) Directors, statutory or not, and Senior Managers of classes 21 and above; (ii) high potential employees that are indicated by the Executive Board and are approved by the Board of Directors due to their outstanding performance; and (iii) the other employees that come to occupy the positions established in items "i" and "ii" above, when the participation in the Plan is one of the conditions established in the hiring of the professional.

The Management of the Company proposes specific amendments to the Long-Term Incentive Plans, recently approved, aiming to clarify specific doubts and make the operation of the programs clearer. The proposed amendment is the result of suggestions obtained in several meetings with investors after our last Meeting, reiterating our commitment and responsibility to our shareholders, reinforcing the best practices and governance principles for the implementation of the Incentive Plans.

The Management of the Company recommends approval of the first amendment to the three (3) Incentive Plans, as provided below:

- Reduction of the limit of shares subject of the Incentive Plans.

The original text of the Incentive Plans provides that, under the Incentive Plans, taken together, shares issued by the Company, representing a maximum of two point five percent (2.5%) of the total number of shares issued by the Company on December 31, 2021, may be delivered.

We propose to amend the Incentive Plans to allow the delivery of shares issued by the Company, under the Incentive Plans, taken together, representing up to one point five percent (1.5%) of the total number of shares issued by the Company, calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares.

- Mechanics of compliance with the prior investment requirement to be made by participants in the Options Plan and Matching Plan.

It is proposed to adjust the wording of items 5.1 of the Matching Plan and Options Plan, to make clearer the requirement for prior investment by participants.

The new wording establishes that in order to participate in such plans, if both the Matching Program and the Stock Options Program are approved in the respective fiscal year, the participants must, at their sole discretion, make a prior investment in each of the Programs equivalent to a maximum of (a) fifteen percent (15%) of their annual compensation for the previous year for non-CLT managers; or (b) twenty-five percent (25%) of the total net amount (net of income tax) received as profit sharing for the previous year for the other participants. If only one of the Programs is approved, the Participant's prior investment may not represent an amount greater than the equivalent of (a) thirty percent (30%) of the annual remuneration for the previous year for the non-CLT managers; or (b) fifty percent (50%) of the total net amount (net of withholding tax) received as profit sharing for the previous year for the other participants.

- Mechanics of exercise price determination in the Options Plan.

This adjustment proposal deals exclusively with the Options Plan and aims to amend its Item 6.2 in order to clarify the criteria for determining the exercise price of options to be paid by participants to the Company under the Options Plan.

The original wording of Item 6.2 determines that the exercise price to be paid by the participant to the Company for the exercise of his options must "correspond to the average price of the Share quotation (B3: "RENT3"), weighted by the trading volume at the close of the last forty (40) trading sessions on B3 prior to the Program approval date or other base date defined by the Board of Directors prior to the execution of the Stock Option Agreement".

We propose to amend the Options Plan to introduce the new wording of Item 6.2, so that the exercise price shall correspond to the average closing price of the shares (B3: "RENT3") in the last forty (40) trading sessions at B3 in the fiscal year immediately preceding the fiscal year of approval of each program. The new wording removes the section that allowed the Board of Directors to define another base date for determining the exercise price, as long as it was prior to the execution of the option contract. With this measure, the reference dates to be used for determining the exercise price are more clearly defined and the Board of Directors' discretion to define them is reduced, making the Options Plan more isonomic and aligned with the best governance practices.

## **2.2. Management Proposal**

Based on the documents and information provided, Management proposes to approve the amendment to the terms of the Long-Term Incentive Plans, based on the information in Exhibits 2, 3, and 4 indicated below.

## **2.3. Presented Documents**



- **Exhibit 2:** Information indicated in Exhibit B of CVM Resolution 81/22 regarding the Company's Long-Term Incentive Plans.
- **Exhibit 3:** Amended Long-Term Incentive Plans of the Company in clean versions.
- **Exhibit 4:** Amended Long-Term Incentive Plans of the Company in marked-up versions, indicating the proposed adjustments.

## V - Documents related to the agenda

All the documents relating to the agenda to be analyzed and discussed at the EGM are available to shareholders on the websites of B3 ([www.b3.com.br](http://www.b3.com.br)), the CVM ([www.cvm.gov.br](http://www.cvm.gov.br)) and the Company's Investor Relations Department ([www.localiza.com/ri](http://www.localiza.com/ri)).

Belo Horizonte, May 27, 2022

**Eugênio Pacelli Mattar**  
Chair of the Board of Directors

\*\*\*\*\*

## VI - Exhibits

### EXHIBIT 1

- 1. Information about the candidates appointed by the Management to compose the Board of Directors - Items 12.5 to 12.10 of the Reference Form - with Effectiveness Conditioned to the closing of the Merger of Shares.**

#### **LUIS FERNANDO MEMORIA PORTO**

- Master Data**

<b>Date of birth:</b>	11/03/1971
<b>Profissão:</b>	Businessman
<b>Individual Taxpayer (CPF)</b>	
<b>or passport number:</b>	915.133.326-00
<b>Elected office</b>	Member of the Board of Directors
<b>Date of election:</b>	06/27/2022
<b>Date of entry into office:</b>	Subject to the closing of the Merger of Shares
<b>Tenure of office:</b>	Until the Ordinary General Meeting of 2023
<b>Other positions held:</b>	No
<b>Elected by the majority shareholder:</b>	Yes
<b>Criterion to determine independence:</b>	N/A
<b>Number of consecutive terms of office:</b>	0

**% participation in meetings of the Board of Directors in the last year:** N/A

**% participation in meetings of the committees in the last year:** N/A

#### **2. Additional Information:**

##### **2.1. Résumé containing the following information:**

**(a) Main professional experiences during the last 5 years - name of the company; position and functions inherent to the position and main activity of the company in which such experiences occurred, highlighting the companies or organizations that are part of (i) the issuer's economic group, or (ii) of partners with direct or indirect participation equal to or greater than 5% of the same class or type of securities of the issuer.**

Mr. Luis Fernando graduated in business administration at FUMEC University and did his specialization in Business at Dom Cabral Foundation. Luis Fernando Memória Porto, in 1993 and at the age of 22, was one of the founding partners of Companhia de Locação das Américas. Additionally, he is one of the founding partners of Via Jap Comércio de Veículos Ltda., the 2nd largest car dealership of Mitsubishi brand in Brazil, founded in 2003, of Via Natsu Comércio de Veículos Ltda., a car dealership of Suzuki brand, founded in 2008, of Via Trucks Comércio de Caminhões Ltda., a truck dealership, founded in 2013, and member of the Board of Directors of BM Rio, a car and motorcycle dealership of BMW and Mini Cooper brand, founded in 2020. In addition to his work in the automotive and mobility sector, he is also an Advisory Board Member of Instituto Mano Down, a non-profit institution that promotes the inclusion and autonomy of people with Down syndrome and other disabilities.

Mr. Luis Porto serves as:

- (i) CEO of Companhia de Locação das Américas and of some of its subsidiaries;
- (ii) Member of the Board of Directors of Companhia de Locação das Américas and Unidas S.A;
- (iii) Member of the Rent a Car Committee (RAC) of Companhia de Locação das Américas;
- (iv) Member of the Fleet Management Committee of Companhia de Locação das Américas;
- (v) Founding partner of Via Jap Comércio de Veículos Ltda;
- (vi) Founding partner of Via Natsu Comércio de Veículos Ltda;
- (vii) Founding partner of Via Trucks Comércio de Caminhões Ltda;
- (viii) Founding partner of BM Rio Comércio de Automóveis Ltda;
- (ix) Advisory Board Member of the Mano Down Institute.

**(b) List of all positions currently held in management or held in publicly-held companies in the past.**

Mr. Luis Porto currently holds the position of CEO of Companhia de Locação das Américas and some of its subsidiaries and member of the Board of Directors of Companhia de Locação das Américas and Unidas S.A.

**2.2. Description of any of the following events that have occurred during the past 5 years: i. any criminal conviction; ii. any conviction in CVM administrative proceedings and the penalties applied; iii. any final and unappealable sentence, at the judicial or administrative level, which has suspended or disqualified him/her from engaging in any professional or commercial activity.**

None.

**2.3. Existence of marital relationship, domestic partnership or kinship up to the second degree between: a. issuer's managers; b. (i) managers of the issuer and (ii) managers of subsidiaries, direct or indirect, of the issuer; c. (i) managers of the issuer or its subsidiaries, direct or indirect, and (ii) direct or indirect controlling shareholders of the issuer; d. (i) managers of the issuer and (ii) managers of the issuer's direct and indirect parent companies.**

There is no family relationship between Mr. Luis Porto and the other managers of the Company and its subsidiaries.

**2.4. Subordination, service provision or control relationships maintained, in the last 3 fiscal years, between managers of the issuer and: a. company controlled, directly or indirectly, by the issuer; b. direct or indirect controlling shareholder of the issuer; c. if significant, supplier, customer, debtor or creditor of the issuer, its subsidiary or parent companies or subsidiaries of any of these persons.**

None.



## SÉRGIO AUGUSTO GUERRA DE RESENDE

### • Master Data

Date of birth:	03/24/1975
Profissão:	Businessman
Individual Taxpayer (CPF) or passport number:	865.258.326-91
Elected office	Member of the Board of Directors
Date of election:	06/27/2022
Date of entry into office:	Subject to the closing of the Merger of Shares
Tenure of office:	Until the Ordinary General Meeting of 2023
Other positions held:	No
Elected by the majority shareholder:	Yes
Criterion to determine independence:	N/A
Number of consecutive terms of office:	0
% participation in meetings of the Board of Directors in the last year:	N/A
% participation in meetings of the committees in the last year:	N/A

### 2. Additional Information:

#### 2.1. Résumé containing the following information:

**(a) Main professional experiences during the last 5 years - name of the company; position and functions inherent to the position and main activity of the company in which such experiences occurred, highlighting the companies or organizations that are part of (i) the issuer's economic group, or (ii) of partners with direct or indirect participation equal to or greater than 5% of the same class or type of securities of the issuer.**

Mr. Sérgio Augusto Guerra de Resende has extensive experience in the automotive industry, having worked in this sector for more than 30 years. At the age of 19 he founded his first company (Auto-House), together with his partner Luis Fernando Porto, being responsible for the sale of more than 60,000 cars between 1995 and 2005. His first experience in the car rental market was in 1997, when he invested in the company Locarvel Locadora de Veículos Ltda. In 2004, he founded his first dealership and today acts as CEO of the following companies: Via Jap Comércio de Veículos Ltda., Mitsubishi dealership in Belo Horizonte/MG, Via Natsu Comércio de Veículos Ltda., Suzuki dealership in Belo Horizonte/MG and Via Trucks Comércio de Caminhões Ltda., DAF dealership in Contagem/MG, Guarulhos/SP and São Bernardo do Campo/SP. In 2022, he acquired a stake in BM Rio, a BMW/Mini Cooper dealership in Rio de Janeiro/RJ. Besides the car/truck segment, buying, selling, leasing and mobility, Sergio also invests in the Agribusiness sector and real estate since 2010. He is a member of the board of directors of Companhia de Locações das Américas and Unidas S.A. In 2002, he was considered the greatest car dealer in Brazil for his work at Grupo Auto-House. Sérgio has always been among the 5 most awarded dealers of the brands he works with.

Mr. Sérgio Resende serves as:

- (i) CEO of Via Jap Comércio de Veículos Ltda;
- (ii) CEO of Via Natsu Comércio de Veículos Ltda;
- (iii) CEO of Via Trucks Comércio de Caminhões Ltda;
- (iv) Member of the Board of Directors of BM Rio Comércio de Automóveis Ltda;
- (v) Vice-Chairman of the Board of Directors of Companhia de Locação das Américas S.A;
- (vi) Vice-Chairman of the Board of Directors of Unidas S.A.

**(b) List of all positions currently held in management or held in publicly-held companies in the past.**

Mr. Sérgio Resende is currently a member of the Board of Directors of Companhia de Locação das Américas and of Unidas S.A., in the position of Vice-Chairman.

**2.2. Description of any of the following events that have occurred during the past 5 years: i. any criminal conviction; ii. any conviction in CVM administrative proceedings and the penalties applied; iii. any final and unappealable sentence, at the judicial or administrative level, which has suspended or disqualified him/her from engaging in any professional or commercial activity.**

None.

**2.3. Existence of marital relationship, domestic partnership or kinship up to the second degree between: a. issuer's managers; b. (i) managers of the issuer and (ii) managers of subsidiaries, direct or indirect, of the issuer; c. (i) managers of the issuer or its subsidiaries, direct or indirect, and (ii) direct or indirect controlling shareholders of the issuer; d. (i) managers of the issuer and (ii) managers of the issuer's direct and indirect parent companies.**

There is no family relationship between Mr. Sergio Resende and the other managers of the Company and its subsidiaries.

**2.4. Subordination, service provision or control relationships maintained, in the last 3 fiscal years, between managers of the issuer and: a. company controlled, directly or indirectly, by the issuer; b. direct or indirect controlling shareholder of the issuer; c. if significant, supplier, customer, debtor or creditor of the issuer, its subsidiary or parent companies or subsidiaries of any of these persons.**

None.

## EXHIBIT 2

### 2. Information indicated in Exhibit B of CVM Resolution 81/22 in relation to the Company's Long-Term Incentive Plans

<b>1. Provide a copy of the proposed plan</b>
See <u>Exhibit III</u> to this Manual.
<b>2. Inform the main characteristics of the plan, identifying:</b>
<p style="margin-left: 40px;">○ <b>Potential Beneficiaries</b></p> <p>Potential Participants (beneficiaries) of the Second Stock and Matching Share Purchase Plan ("<u>Matching Plan</u>"), the Second Deferred Stock Bonus Plan ("<u>Deferred Stock Plan</u>") and the Fifth Stock Option Plan ("<u>Option Plan</u>" and, together with the Matching and the Deferred Shares Plan, the "<u>Incentive Plans</u>") are:</p> <p>(a) all Officers, statutory or otherwise, and Senior Managers of classes 21 and above; (b) high potential employees who are appointed by the Executive Board and approved by the Board of Directors due to their outstanding performance; and (c) other employees who may occupy the positions established in sub-items "a" and "b" above, when participation in the Incentive Plans is one of the conditions established in the hiring of the professional.</p> <p>It will be up to the Board of Directors to define, among the management and eligible employees, the potential Participants of each Program, whose participation will be subject to the voluntary adherence to the Program and compliance with the conditions established in this Plan, in the Program and in the respective Grant Agreement. To define the high potential collaborators mentioned above, the Board of Directors will take into account their performance in relation to the goals stipulated in the context of the Company's strategic and budgetary planning, having as pillars (1) financial indicators (EVA, EBT, TSR or similar); (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.</p> <p style="margin-left: 40px;">○ <b>Maximum number of options to be granted</b></p> <p>Within the scope of the Incentive Plans, shares and options convertible into shares of the Company ("Options") may be granted to Participants, within the scope of the Incentive Plans, which are representative of a maximum of one point five percent (1.5%) of the total number of shares issued by the Company, calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares. In the event of a change in the number, type and class of the Company's shares as a result of, for example, a capital increase or reduction, bonuses, splits, reverse splits, conversion of shares of one type or class into another, or conversion into shares of other securities issued by the Company, the Board of Directors may make adjustments in such amounts, in order to avoid distortions and losses to the Company or the Beneficiaries.</p> <p style="margin-left: 40px;">○ <b>Maximum number of shares covered by the plan</b></p> <p>As explained in item "b" above, within the scope of the Incentive Plans, considered together, shares and options convertible into shares of the Company ("Options") that are representative of a maximum of one point five percent (1.5%) of the total number of shares issued by the Company, calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares. In the event of a change in the number, type and class of the Company's shares as a result, for example, of a capital increase or reduction, bonuses, splits, reverse splits, conversion of shares of one type or class into another, or conversion into shares of other securities issued by the Company, the Board of Directors may make adjustments in such amounts, in order to avoid distortions and losses to the Company or the Beneficiaries.</p> <p style="margin-left: 40px;">○ <b>Purchase conditions</b></p>

- Deferred Shares Plan

For Participants in the Deferred Shares Plan, the right to effectively receive the deferred shares granted under each program ("Deferred Shares" and "Deferred Shares Grant Program", respectively) will only be fully acquired if the Participant remains continuously linked as an manager or employee of the Company or of a company under its control during the grace period (vesting) of at least 3 (three) years from the date of grant of the Deferred Shares. In order to remain in the company, Participants are annually evaluated based on their performance, with goals stipulated in the context of the Company's strategic and budgetary planning, based on (1) financial, (EVA, EBT, TSR, or similar) indicators; (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.

- Matching Plan

For Matching Plan Participants, the right to effectively receive the matching shares granted under each program will only be fully acquired if the Participant, cumulatively:

(a) makes, at his/her sole discretion, a prior investment in shares issued by the Company, using his/her own funds, considering that: (1) If both the Matching Program and the Stock Options Program are approved in the relevant year, participants will be required to make a prior investment in each of the Programs equivalent to a maximum of (a) fifteen percent (15%) of their annual compensation for the previous year for non-CLT managers; or (b) twenty-five percent (25%) of the total net amount (net of income tax) received as profit sharing for the previous year for other participants. (2) In the event that only one of the Programs (Matching Program or Stock Options Program) is approved, the Participant's prior investment may not represent an amount greater than the equivalent of (a) thirty percent (30%) of the annual remuneration for the previous year for non-CLT managers; or (b) fifty percent (50%) of the total net amount (net of withholding tax) received as profit sharing for the previous year for the other participants.

(b) remains continuously linked as a manager or employee of the Company or of a company under its control during the grace period (vesting) of at least 3 (three) years from the date of granting of the Matching Shares, whereas the Matching Shares may be liquidated in a phased manner throughout the Grace Period; and

(c) retains full, legitimate and uninterrupted ownership of all shares acquired pursuant to item "a" above during the vesting period of the Matching Shares, being certain that, according to the grace period of the Matching Shares the Lock-up deadline be fulfilled, and the obligation to maintain ownership of the shares acquired under the terms of sub-item "a" above will be released in a proportion similar to the portion of the Matching Shares delivered to the Participant in relation to the totality of Matching Shares that the Participant must receive at the end of the grace period (vesting).

- Options Plan

For the Participants of the Options Plan, the right to effectively receive the Options granted under each program ("Option Grant Program") will only be fully acquired if the Participant, cumulatively:

(a) makes, at his/her sole discretion, a prior investment in shares issued by the Company, using his/her own funds, considering that: (1) If both the Matching Program and the Stock Options Program are approved in the relevant year, participants will be required to make a prior investment in each of the Programs equivalent to a maximum of (a) fifteen percent (15%) of their annual compensation for the previous year for non-CLT managers; or (b) twenty-five percent (25%) of the total net amount (net of income tax) received as profit sharing for the previous year for other participants. (2) In the event that only one of the Programs (Matching Program or Stock Options Program) is approved, the Participant's prior investment may not represent an amount greater than the equivalent of (a) thirty percent (30%) of the annual remuneration for the previous year for non-CLT managers; or (b) fifty percent (50%) of the



total net amount (net of withholding tax) received as profit sharing for the previous year for the other participants.

(b) remains continuously linked as a manager, employee or service provider of the Company or of a company under its control during the grace period (vesting) of at least 3 (three) years from the date of granting of the Options, and the Options may become exercisable in a phased manner throughout the Grace Period; and

(c) retains full, legitimate and uninterrupted ownership of all shares acquired pursuant to item "a" above during the vesting period (vesting) of the Options, provided that, as the vesting period of the Options is fulfilled, the obligation to maintain ownership of the shares acquired under the terms of sub-item "a" above will be released in a proportion similar to the portion of the Options delivered to the Participant in relation to the totality of Options that the Participant shall receive at the end of the grace period (vesting).

○ **Detailed criteria for setting the exercise price**

▪ Deferred Shares Plan

Not applicable. The Deferred Shares Plan establishes that, when the grace period (vesting), and, provided that all the conditions established in the Deferred Shares Plan and the respective Deferred Shares Grant Program are met, the Deferred Shares will be transferred by the Company to the Participant, without payment of any exercise price.

▪ Matching Plan

The Matching Plan establishes that Participants must make a prior investment in Shares, at market price, using their own funds in an amount equivalent to certain percentages of the amount received from the Company as profit sharing or annual remuneration, as described in item "d" above, whereas the invested shares cannot be sold until the Grace Period is fulfilled. Provided that the investment is made by the Participant, observing the Grace Period and complying with all the conditions established in the Matching and in the respective Matching Share Grant Program, the Matching Shares will be transferred by the Company to the Participant, without the additional payment of an exercise price.

▪ Options Plan

The Options Plan establishes that Participants must make a prior investment in Shares, at market price, using their own funds in an amount equivalent to certain percentages of the amount received from the Company as Incentive for profit sharing or annual remuneration, as described in item "d", above, whereas the invested shares cannot be sold until the Grace Period is fulfilled.

In addition, the exercise price to be paid by the Participant to the Company for the exercise of each of the Options that have completed the vesting period ("Vested Options") shall correspond to the average price of the quotation of the shares issued by the Company (B3: "RENT3") at the close of the last 40 (forty) trading sessions on B3 SA – *Brasil, Bolsa, Balcão* ("B3") in the fiscal year immediately preceding the fiscal year of approval of the Program in question, it being understood that this will be the criterion used for any and all grants made through Programs approved within the scope of the Stock Options Plan, regardless of when the grant is made or the execution of the option grant agreement entered into between the Participant and the Company ("Option Agreement").

The exercise price cannot be reduced during the grace period (vesting), except in the event of a reduction aimed at neutralizing the impacts on the price of shares issued by the Company generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in force on the grant date of the Options, for adjustment

based on the amount corresponding to the difference between the amount of net income distributed by the Company and the minimum mandatory dividend; and (ii) subscription and payment of new shares issued by the Company, for adjustment based on the right value, which will be calculated based on the last price prior to the "EX" date. To avoid any doubt, in the event of distribution of interest on equity in an amount greater than the mandatory dividend, the number of Options and the exercise price will not be adjusted.

- **Criteria for setting the exercise period**

- Deferred Shares Plan

Not applicable. The Deferred Shares Plan establishes that, when the grace period (vesting), and, provided that all conditions established in the Deferred Shares Plan and the respective Deferred Shares Grant Program are met, the Deferred Shares will be transferred by the Company to the Participant, within a period of up to 60 (sixty) days from the end of each Grace period (vesting), or another date provided for in the grant agreement after the completion of the grace period (vesting), as applicable.

- Matching Plan

Not applicable. The Matching Plan establishes that, when the grace period is exceeded (vesting), and, provided that all the conditions established in the Matching Plan and in the respective Share Grant Program Matching, the Matching Shares will be transferred by the Company to the Participant, within a period of up to 60 (sixty) days from the end of each grace period (vesting), or another date provided for in the grant agreement after the completion of the grace period (vesting), as applicable.

- Options Plan

The Options Plan establishes that the Participant will have a term to exercise the vested options corresponding to up to 3 (three) years from the end of the vesting period of all Options granted to the Participant ("Term for Exercise"), provided that the Participant remain hired as a manager or employee of the Company or its subsidiaries during the Exercise Period, and such period will be reduced in the event of termination of the Participant, as defined by the Board of Directors in each Options Grant Program and/or Options Agreement, in line with the provisions of the Options Plan. After the expiration of the Exercise Term, the Vested Options will be extinguished, by operation of law, regardless of prior notice, and no indemnification will be due to the Participant.

- **Options settlement method**

- Deferred Shares Plan

Not applicable.

- Matching Plan

Not applicable.

- Options Plan

In order to satisfy and settle the exercise of the Options under the terms of the Option Plan, the Company, subject to applicable law and regulation, may (a) issue new shares within the limit of the authorized capital; or (b) dispose of shares held in treasury.

- **Criteria and events that, when verified, will cause the suspension, change or termination of the plan**

▪ Deferred Shares Plan

The Deferred Shares Plan will enter into force on the date of its approval by the Company's General Meeting and will remain in effect for a period of 5 (five) years from the first Grant made, however, it may be terminated, suspended or amended, at any time, by decision of the General Assembly. The expiration of the Deferred Shares Plan will not affect the effectiveness of the outstanding Deferred Shares granted under it.

In order to preserve the balance of the value of the Deferred Shares, the Board of Directors may promote adjustments in the quantities of Deferred Shares granted to each Participant, aiming to neutralize the impacts on the price of the shares issued by the Company generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in effect on the date of granting the Deferred Shares, for adjustment based on the amount corresponding to the difference between the amount of the net income distributed by the Company and the minimum mandatory dividend; and (ii) subscription and payment of new shares issued by the Company, for adjustment based on the value of the right, which will be calculated based on the last price prior to the "EX" date. To avoid any doubt, in the event of distribution of interest on equity in an amount greater than the mandatory dividend, the number of Deferred Shares will not be adjusted.

Also, in the event of a reverse split, split, bonus or any proceeds in new shares issued by the Company, the settlement of the Deferred Shares will be made with "EX" securities, adjusting the number of Deferred Shares proportionally to the percentage of the reverse split, split, bonus or other income in new shares issued by the Company.

The granting of Deferred Shares under the terms of the Deferred Shares Plan will not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and incorporation of shares. In these cases, however, the terms of the Deferred Shares Plan and the Deferred Shares Grant Programs already established must be respected, and it is up to the Board of Directors to assess whether it will be necessary to make any adjustment to the Deferred Shares Grant Programs or propose to the General Meeting adjustments to the Deferred Shares Plan, in order to maintain the balance of relations between the parties, without prejudice to the Company or the Participants.

In the event of a change in the number, type and class of shares issued by the Company as a result of bonuses, splits, groupings or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, it will be up to the Board of Directors to assess the need for adjustments to the Deferred Shares Grant Programs and the Deferred Shares Plan, in order to avoid distortions and losses to the Company or to Participants.

The Board of Directors and the companies involved in a corporate reorganization may, at their discretion, without prejudice to other measures that they decide in equity, determine: (a) the replacement of the Deferred Shares by shares issued by the Company's successor company, with the appropriate adjustments to the number of Deferred Shares; (b) the anticipation of the grace period (vesting) of the Deferred Shares, so that the Deferred Shares can be delivered to the Participants in a timely manner to allow the inclusion of the Deferred Shares in the transaction in question; and/or (c) the payment in cash of an amount equivalent to the value of the Deferred Shares to which the Participant would be entitled under the Deferred Shares Plan. The adjustments made to the Deferred Shares Plan will be binding and Participants who disagree with these adjustments will have the right to waive their Deferred Shares, and the Participant will not have any say regarding the decision of the Board of Directors.

In the case of a Public Offering for the Acquisition of shares issued by the Company ("POA") effective as a result of the Company's statutory obligation, the Deferred Shares will have their grace period (vesting) anticipated and the condition of performance will be waived, so that the Deferred Shares may be delivered in advance to the Participants. The People and Compensation Committee, ad referendum of

the Board of Directors, shall establish special rules so that the Deferred Shares can be sold in the POA to be carried out pursuant to the Bylaws then in force.

In case of dissolution, liquidation or declaration of bankruptcy of the Company, the Deferred Shares Plan will be automatically extinguished and without any right to indemnification, ceasing all its effects by law.

▪ Matching Plan

The Matching Plan will enter into force on the date of its approval by the Company's General Meeting and will remain in force for a period of 5 (five) years from the first grant, and may, however, be terminated, suspended or amended, at any time, by decision of the General Meeting. The expiration of the Matching Plan will not affect the effectiveness of the Matching Shares still pending, granted on the basis of it.

In order to preserve the balance of the value of the Matching Shares Programs, the Board of Directors may promote adjustments in the quantities of Matching Shares granted to each Participant, aiming to neutralize the impacts on the price of shares issued by the Company generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in force on the date of granting of the Matching Shares, for adjustment based on the amount corresponding to the difference between the amount of net income distributed by the Company and the minimum mandatory dividend; and (ii) subscription and payment of new shares issued by the Company, for adjustment based on the value of the right, which will be calculated based on the last price prior to the "EX" date. To avoid any doubt, in the event of distribution of interest on equity in an amount higher than the mandatory dividend, the number of Matching Shares will not be adjusted.

Also, in the event of a grouping, split, bonus or any proceeds in new shares issued by the Company, the liquidation of the Matching Shares will be made with "EX" securities, adjusting the number of Matching Shares proportionally to the percentage of the grouping, split, bonus or other income in new shares issued by the Company.

The granting of Matching Shares under the terms of the Matching Shares Plan will not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and incorporation of shares. In these cases, however, the terms of the Matching Plan and Share Matching Grant Programs already instituted must be respected, and it is up to the Board of Directors to assess whether it will be necessary to make any adjustment to the Share Matching Grant Programs or propose to the General Meeting adjustments to the Matching Plan, in order to maintain the balance of relations between the parties, without prejudice to the Company or the Participants.

In the event of a change in the number, type and class of shares issued by the Company as a result of bonuses, splits, groupings or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, it will be up to the Board of Directors to assess the need for adjustments to the Share Matching Grant Programs and in the Matching Plan, in order to avoid distortions and losses to the Company or to the Participants.

The Board of Directors and the companies involved in a corporate reorganization may, at their discretion, without prejudice to other measures that they decide in equity, determine: (a) the replacement of the Matching Shares by shares issued by the Company's successor company, with the appropriate adjustments in the number of Matching Shares; (b) the anticipation of the grace period (vesting) of the Matching Shares, so that the Matching Shares can be delivered to Participants in a timely manner to allow for the inclusion of the Matching Shares in the operation in question; and/or (c) the payment in cash of an amount equivalent to the value of the Matching Shares to which the Participant would be entitled under the Matching terms. The adjustments made to Matching will be binding and Participants who disagree with these adjustments will have the right to waive their Matching Shares, and the Participant is not entitled to question the decision of the Board of Directors.

In the case of a POA carried out as a result of the Company's statutory obligation, the Matching Shares will anticipate their grace period (vesting), so that the Matching Shares may be delivered in advance to Participants. The People and Compensation Committee, *ad referendum* of the Board of Directors, shall establish special rules so that the Matching Shares may be sold in the POA to be carried out pursuant to the Bylaws then in force.

In case of dissolution, liquidation or declaration of bankruptcy of the Company, Matching will be automatically extinguished and without any right to indemnification, ceasing all its effects by right.

- Options Plan

The Stock Options Plan will enter into force on the date of its approval by the Company's General Meeting and will remain in force for a period of 5 (five) years from the first grant, and may, however, be terminated, suspended or amended, at any time by decision of the General Assembly. The expiration of the Options Plan will not affect the effectiveness of the Options still outstanding granted based on it.

In order to preserve the balance of the value of the exercise price of the Options, the Board of Directors may promote adjustments in the quantities of Options granted to each Participant and in the exercise price of the Options, in order to neutralize the impacts on the price of the shares issued by the Company generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in effect on the date of granting the Options, for adjustment based on the amount corresponding to the difference between the amount of net income distributed by the Company and the mandatory minimum dividend; and (ii) subscription and payment of new shares issued by the Company, for adjustment based on the value of the right, which will be calculated based on the last price prior to the "EX" date. To avoid any doubt, in the event of distribution of interest on equity in an amount greater than the mandatory dividend, the number of Options will not be adjusted.

Also, in the event of a reverse split, split, bonus or any proceeds in new shares issued by the Company, the settlement of the exercise of the Options will be made with "EX" securities, adjusting the number of Options proportionally to the percentage of the reverse split, split, bonus or other income in new shares issued by the Company.

The granting of Options under the terms of the Options Plan will not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and incorporation of shares. In these cases, however, the terms of the Options Plan and the Options Grant Programs already established must be respected, and it is up to the Board of Directors to assess whether it will be necessary to make any adjustment to the Options Grant Programs or propose to the General Meeting adjustments to the Options Plan, in order to maintain the balance of relations between the parties, without prejudice to the Company or the Participants.

In the event of a change in the number, type and class of shares issued by the Company as a result of bonuses, splits, groupings or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, it will be up to the Board Management to assess the need for adjustments in the Options Grant Programs and the Options Plan, in order to avoid distortions and losses to the Company or to the Participants.

The Board of Directors and the companies involved in a corporate reorganization may, at their discretion, without prejudice to other measures that they decide in equity, determine: (a) the replacement of the Options by stock options issued by the Company's successor company, with the appropriate adjustments to the number of Options and the exercise price of the Options; (b) the anticipation of the grace period (vesting) of the Options, so that the Options can be exercised by the Participants in a timely manner to allow the inclusion of the shares received as a result of the exercise of the Options in the transaction in

question; and/or (c) early settlement of the exercise of the Options, upon payment in cash of an amount equivalent to the value of the shares issued by the Company that the Participant would be entitled to under the terms of the Options Plan. The adjustments made to the Options Plan will be binding and Participants who disagree with these adjustments will have the right to waive their Options, and the Participant will not have the right to question the decision of the Board of Directors.

In the case of a POA carried out as a result of the Company's statutory obligation, the Options will anticipate their grace period (vesting), so that they become vested options and may be exercised by the Participants. The People and Compensation Committee, *ad referendum* of the Board of Directors, shall establish special rules so that the shares delivered to the Participant as a result of the exercise of their Options may be sold in the POA to be carried out pursuant to the Bylaws then in force.

In case of dissolution, liquidation or declaration of bankruptcy of the Company, the Options Plan will automatically be extinguished, without any right to indemnification, ceasing all its effects by law.

### 3. Justify the proposed plan, explaining

#### ○ The main objectives of the plan

The Incentive Plans have the common objective of providing long-term incentives to the managers and employees of the Company and the companies under its control, as well as encouraging the expansion, success and achievement of the Company and companies under its control, granting Participants the possibility of being shareholders of the Company, in line with the grants made by the Company in the past, within the scope (a) of the First Plan for Granting Deferred Shares of the Company; (b) of the First Matching Shares Purchase Plan of the Company; and (c) the Company's Fourth Stock Option Plan approved at the Extraordinary General Meeting held on July 12, 2017 ("Previous Plans"), which will reach the end of their respective terms in the current year.

Individually, each of the Incentive Plans has specific objectives linked to them, as described below.

#### (i) Deferred Shares Plan

The Deferred Shares Plan aims at retaining and attracting talent to the Company, as well as recognizing high performance of its collaborators. To this end, the Deferred Shares Plan aims to grant Deferred Shares to Participants selected by the Board of Directors, whose right will be conditioned to the fulfillment of the grace period (vesting) of at least 3 (three) years.

By linking the right to receive the Deferred Shares to the fulfillment of the grace period (vesting), the Company intends to promote the retention of Participants and encourage them to act with excellence, in line with the Company's long-term strategic objectives, especially in relation to the search for value creation for the Company's shareholders, generating an alignment of interests between the Company's Participants and shareholders.

#### (ii) Matching Plan

The Matching Plan aims to allow the granting of Matching Shares to Participants selected by the Board of Directors, to the extent that, among other conditions, said Participants invest their own resources in shares issued by the Company, in a percentage linked to the amount received by the Participant as annual remuneration, in the case of managers non-CLT holders and profit sharing, in the case of the other Participants.

The investment of own resources in the acquisition of shares issued by the Company linked to the receipt of new shares issued by the Company in the future provides an alignment between the interests of the Company, its shareholders and the Participant, encouraging them to make decisions and act in order to seek the sustainable generation of value for the Company in the long term, since the Participant will



have its own resources subject to the variation in the quotation price of the shares issued by the Company.

Finally, the granting of Matching Shares by the Company also constitutes a talent retention tool to be used by the Company.

(iii) Options Plan

The purpose of the Options Plan is to allow the granting of Options to Participants selected by the Board of Directors, to the extent that, among other conditions, said Participants invest their own resources in shares issued by the Company, in a percentage linked to the amount received by the Participant as annual remuneration, in the case of non-CLT managers and profit sharing, in the case of other Participants.

The investment of own resources in the acquisition of shares issued by the Company linked to the receipt of Options provides an alignment between the interests of the Company, its shareholders and the Participants, encouraging them to make decisions and act in order to seek sustainable generation of value to the Company in the long term, since the Participants will have their own resources subject to the variation in the quotation price of the shares issued by the Company.

Finally, the granting of Options by the Company is also a talent retention tool to be used by the Company.

○ **How the plan contributes to these goals**

All Incentive Plans, according to their own mechanics, allow employees and managers to become Company shareholders under potentially different conditions, creating strong incentives for Company employees and managers to effectively commit to creating sustainable value in the long term and exercise their functions in a way that integrates with the Company's interests, social objectives and strategic plans, thus maximizing their profits.

Individually, each of the Incentive Plans establishes specific mechanisms in order to allow the achievement of his/her objectives, as shown below.

(i) Deferred Shares Plan

When establishing compliance with grace periods (vesting) as a condition for delivering the Deferred Shares, the Company aims to achieve a higher level of retention and commitment to generate appreciation in the price of the shares issued by the Company, since the Company's employees and managers are selected to participate in the Deferred Shares Grant Programs will share with the Company's shareholders the interest in increasing the quoted value of the shares issued by the Company in the long term.

(ii) Matching Plan

When establishing compliance with grace periods (vesting) as a condition for delivery of Matching Shares, the Company aims to achieve a higher level of retention and commitment to generate appreciation in the price of shares issued by the Company, since the Company's employees and managers are selected to participate in the Share Matching Grant Programs will share with the Company's shareholders the interest in increasing the quoted value of the shares issued by the Company in the long term.

Additionally, the Matching Plan also establishes as a condition for their participation that the selected Company employee or manager makes a prior investment of their own resources in the acquisition of shares issued by the Company, constituting yet another mechanism for aligning the interests of the Company, its shareholders and the Participant, who must feel encouraged to make decisions and act in

order to seek the sustainable generation of value for the Company in the long term, since they will have their own resources subject to the variation in the quotation price of the shares issued by the Company.

(iii) Options Plan

When establishing compliance with grace periods (vesting) as a condition for the delivery of Options, the Company aims to achieve a higher level of retention and commitment to generate appreciation in the price of the shares issued by the Company, since the Company's employees and managers selected to participate in the Options Grant Programs will share with the Company's shareholders interest in increasing the quoted value of the shares issued by the Company in the long term.

Additionally, the Options Plan also establishes as a condition for his/her participation that the selected Company employee or manager makes a prior investment of own resources in the acquisition of shares issued by the Company, constituting yet another mechanism for aligning the interests of the Company, its shareholders and the Participant, who should feel encouraged to make decisions and act in order to seek the sustainable generation of value for the Company in the long term, since they will have their own resources subject to the variation in the quoted price of the shares issued of the Company.

○ **How the plan fits into the Company's compensation policy**

The Incentive Plans are part of the Company's compensation policy, as they aim to concentrate part of the total compensation of its managers and employees in long-term variable components, in accordance with the objectives set out in item "a" above.

a. **How the plan aligns the interests of the beneficiaries and the Company in the short, medium and long term**

The Incentive Plans align the interests of the managers and selected employees with the Company's long-term interests by making it possible to link the right to Deferred Shares, to the Matching Shares and to the Options granted after a certain period of grace period (vesting) and, in the case of the Deferred Shares Plan, the achievement of defined performance, bringing a strong alignment of the interests of the Participants to the interests of the Company's shareholders. Additionally, it should be noted that the Matching Plan and the Options Plan have, as a requirement for the granting, respectively, of Matching Shares and Options, that the Participant has invested own resources in the Company's shares, which also contributes to generating the alignment of interests between the Company and the Participants.

As a result of this alignment, the Company expects to benefit from the greater engagement and performance of Participants in the Incentive Plans in the short, medium and long term.

**4. Estimate the company's expenses arising from the plan, according to the accounting rules that deal with this matter**

Expenses to be incurred under the Plan will be calculated pursuant to Technical Pronouncement CPC 10 (R1) of the Accounting Pronouncements Committee approved by CVM Resolution No. 650, of December 16, 2010 ("CPC10(R1)"), and depend on factors not yet known, such as the number of grants to be effectively carried out, the market value of the Company's shares at the time of each grant and the Plan's evasion rate.

Notwithstanding, as mentioned in item 2.b above, the Plan will be limited to a Maximum Referential Corporate Dilution of up to 1.5% of the Company's capital stock, calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares.

Within the scope of the Plan, the Board of Directors may, at its discretion, approve grants to the respective Beneficiaries, subject, however, to the global limit of compensation approved by the shareholders at the General Meeting. Each grant made under the Plan will represent an expense to be recognized over the respective period of vesting equivalent to (i) the market value of the shares at the

time of granting to the Beneficiaries, in the case of Restricted Shares; or (ii) the fair value of the options granted, in the case of Options.

Considering the maximum number of shares covered (1.5% of the shares issued), the value of the total estimated expenses of the Plans is approximately R\$610 million, based on the price of the Company's shares on March 15, 2022 (R\$53.61).

The Company estimates a total accounting expense of R\$310 million for all grants, in accordance with the standards established by Pronouncement CPC10, assuming the current position of eligible employees and based on the variables currently available for the Black&Scholes calculation. The expense will be incurred during the grace period, in proportion to the vesting.

It should be noted that the amount above represents only an estimate based on the assumptions described in the Incentive Plans and the first grant that is intended to be carried out and may present significant variations according to the share price on the grant date and other variants provided for in the Incentive Plans.

### EXHIBIT 3

#### 3. Amended Long-Term Incentive Plans of the Company in clean version

##### SECOND SHARES AND MATCHING SHARES PURCHASE PLAN FROM LOCALIZA RENT A CAR S.A.

The Second Shares and Matching Shares Purchase Plan of LOCALIZA RENT A CAR SA ("**Company**"), approved by the Company's Extraordinary General Meeting held on April 26, 2022, as amended by the Company's Extraordinary General Meeting held on June 27, 2022 ("**Plan**") is governed by the provisions below and by applicable law.

##### 1. Definitions

**1.1** The terms below, when used herein with capital letters, will have the meanings attributed to them below, unless expressly defined otherwise:

"**Shares**" means common, registered, book-entry shares with no par value issued by the Company (B3: "RENT3") to be acquired by the Participants, strictly under the terms and conditions established in this Plan, and fully maintained under their full and legitimate ownership and ownership for the entire Grace Period at their own risk.

"**Matching Shares**" means common, registered, book-entry shares with no par value issued by the Company (B3: "RENT3") granted to Participants strictly under the terms and conditions established in this Plan, in the Program and/or in the respective Grant Agreement.

"**B3**" means B3 SA – *Brasil, Bolsa, Balcão* (Brazil, Stock Market, Counter).

"**Committee**" means the People and Remuneration Committee to advise the Company's Board of Directors or other committee created or appointed to advise the Board of Directors in the administration of this Plan.

"**Board of Directors**" means the Board of Directors of the Company.

"**Consolidated Labor Laws**" means Decree-Law No. 5,452, of May 1, 1943, as amended.

"**Grant Agreement**" means each of the private instruments entered into between the Company and the Participants, through which the Company will grant Matching Shares to the Participants.

"**Grant Date**" means, unless otherwise expressly defined in the Grant Agreements, in relation to the Matching Shares granted to each of the Participants, the date of execution of the respective Grant Agreements through which the Matching Shares are granted to the Participants.

"**Termination**" means the termination of the legal relationship of the Participants and the Company, for any reason, including, but not limited to, resignation, dismissal, replacement or termination of term of office without reelection to the position of manager, request for voluntary resignation or dismissal, with or without fair reason, retirement, permanent disability or death.

"**Bylaws**" means the Company's bylaws.

"**Localiza Group**" means the Company and its Subsidiaries.

"**ICVM 567**" means the Instruction of the Securities and Exchange Commission No. 567, of September 17, 2015, as amended.

**"Corporation Law"** means Law No. 6,404, of December 15, 1976, as amended.

**"Participants"** means the Participants of the Plan, selected under the terms of this Plan and in favor of which the Company grants one or more Matching Shares, pursuant to this Plan.

**"Grace period"** means the period defined by the Board of Directors of at least 3 (three) years from the Grant Date, during which the Participant must remain linked as a manager or employee of the Localiza Group, subject to all other conditions set forth in the Programs, in the Options Agreements and in this Plan, with the possibility of liquidation of the Matching Shares in a phased manner throughout the Grace Period.

**"Program"** means each matching share grant program which will be created, approved and/or canceled by the Board of Directors, through which the Board of Directors will define the Participants, the number of Matching Shares to be granted to each Participant and the other applicable terms and conditions, in line with the terms and conditions of this Plan.

## **2. Plan Objectives**

**2.1.** The purpose of the Plan is to allow the granting of Matching Shares to the Participants selected by the Board of Directors, to the extent that, among other conditions, said Participants invest their own resources, in a percentage linked to the amount received as (a) annual remuneration, in the case of non-CLT managers, or (b) annual profit sharing, in the case of other Participants, in the acquisition of Shares, at its sole discretion and at their own risk. Investing their own resources by the Participants in the acquisition of Shares and assuming the risk of remaining invested in the Shares during the Grace Period, the Company intends to grant the Matching Shares to the Participants, in order to align the Participants' long-term interests with those of the Company's shareholders, thus encouraging decision-making that seeks to generate sustainable value for the Company.

## **3. Eligibility and Participants**

**3.1.** Among the managers and employees of the Localiza Group, the following are eligible for the Plan (i) all Officers, statutory or not, or Senior Managers in classes 21 and above; (ii) high potential employees who are appointed by the Executive Board and approved by the Board of Directors due to their outstanding performance; and (iv) other employees who may occupy the positions established in items "i" and "ii" above, when participation in the Plan is one of the conditions established in the hiring of the professional.

**3.2.** It will be up to the Board of Directors to define the potential Participants of each Program among the managers and eligible employees, whose participation will be subject to the voluntary adherence to the Program and compliance with the conditions established in this Plan, in the Program and in the respective Grant Agreement. In order to define the high potential collaborators mentioned in item 3.1 (ii) above, the Board of Directors will take into account the performance in relation to the goals stipulated in the context of the Company's strategic and budgetary planning, having as pillars (1) financial indicators (EVA, EBT, TSR or similar); (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.

## **4. Plan Management**

**4.1.** The Plan and its Programs will be managed by the Board of Directors, with advice from the Committee. The Board of Directors may delegate powers provided for in this Plan to the Committee.

**4.2.** In compliance with the general conditions of the Plan and the guidelines established by the Company's General Meeting, the Board of Directors (or the Committee, as applicable) will have broad powers to take all necessary and appropriate measures for the administration of the Plan and Programs, including:

(a) the creation and application of general rules relating to the granting of Matching Shares, observing the general terms of the Plan, as well as the solution of doubts regarding the interpretation of the Plan and the Programs;

(b) the definition of potential Participants and the authorization to grant Matching Shares in their favor, establishing all the conditions for the acquisition of rights related to the Matching Shares to be granted;

(c) authorization to deliver treasury shares to satisfy the granting of Matching Shares pursuant to the Plan, the Program and ICVM 567, the settlement of the obligation to deliver the Matching Shares in cash or, alternatively, the issuance of new Shares within the limit of the authorized capital;

(d) the proposal of eventual amendments to the Plan to be submitted for approval by the Company's General Meeting;

(e) the creation, alteration and/or cancellation of Programs; and

(f) the imposition of restrictions on Matching Shares, such as periods of prohibition from trading Shares ("**Lock-up**"); and

(g) the definition of the Grace Period applicable to each Program, not less than 3 (three) years.

**4.3.** In the exercise of its powers, the Board of Directors will be subject to the limits established by law, in the regulations of the Securities and Exchange Commission and in the Plan, whereas it is clear that the Board of Directors (or the Committee, as applicable) may treat Participants who are in a similar situation differently, not being obliged, by any rule of isonomy or analogy, to extend to all the conditions that it deems applicable only to one or some individuals.

**4.4.** The resolutions of the Board of Directors (or the Committee, as applicable) have binding force for the Company in relation to all matters related to the Plan and the Programs.

**4.5.** The Board of Directors may elect new Participants to the Programs in progress.

**4.6.** Participants may not participate in the implementation and management of the Plan. Thus, in the event that any Participant becomes a member of the Board of Directors or the Committee, said Participant will not participate in the administration of the Plan and must abstain from resolutions that have as their object the implementation or administration of the Plan.

## **5. Granting of Matching Shares**

**5.1.** In each Program, as a condition for the Participant to participate in the Program and receive Matching Shares, the Participant shall, at his/her sole discretion, make a prior investment in Shares, using his/her own funds in an amount equivalent to certain percentages of the amount received from the Company as (a) annual remuneration, in the case of non-CLT managers, or (b) profit sharing, in the case of other Participants, referring to the year prior to joining the Program ("**Invested Shares**"), as below.



- (i) If both the Matching Program and the Stock Options Program are approved in the respective fiscal year, the participants must make a prior investment in each of the Programs equivalent to a maximum of (a) fifteen percent (15%) of their annual compensation for the previous year for non-CLT managers; or (b) twenty-five percent (25%) of the total net amount (net of income tax) received as profit sharing for the previous year for the other participants;
- (ii) If only one of the Programs is approved (Matching Share or Stock Options Program), the Participant's prior investment may not represent an amount greater than the equivalent of (a) thirty percent (30%) of the annual remuneration for the previous year for the non-CLT managers; or (b) fifty percent (50%) of the total net amount (net of withholding tax) received as profit sharing for the previous year for the other participants.

**5.1.1.** When deciding on the inclusion of new Participants in ongoing Programs, as per sub item "iv" of Item 3.1 and 4.5 above, the Board of Directors will establish the minimum number of Invested Shares that must be held by the Participant based on the Participant's position and its projected annual compensation.

**5.1.2.** Participants must acquire the Invested Shares in B3 at the market price negotiated at the time of acquisition.

**5.1.3.** The Program will define the term for the acquisition and payment of the Invested Shares by the respective Participant. If the established term coincides with the period of prohibition to trade with securities issued by the Company, the period for the purchase of Shares will be suspended during the period of prohibition, and will resume as soon as trading is resumed.

**5.1.4.** The Participant may use, at his/her sole discretion, Shares already held prior to joining the Program, for purposes of prior investment in Invested Shares and the Term of Lock-up of Invested Shares.

**5.2.** The Invested Shares may be sold as long as the Matching Share Grace Period is fulfilled, always in a proportion similar to the share of the Matching Shares delivered to the Participant in relation to the totality of Matching Shares that the Participant shall receive at the end of the Grace Period ("**Term of Lock-up of Invested Shares**"). The Participant must authorize the blocking for trading of the Invested Shares in the books of the depositary institution of the Company's book-entry shares, during the Term of Lock-up of Invested Shares.

**5.2.1.** During the Term of Lock-up of the Invested Shares, the negotiation, sale, encumbrance or rental of the Invested Shares or the carrying out of operations involving derivatives, or not, that configure short positions in Shares is prohibited.

**5.2.2.** Unlocking the Invested Shares before the end of the Lock-up of the Invested Shares will imply the automatic termination of Matching Shares, by force of law, regardless of prior notice or indemnification.

**5.3.** For each 1 (one) Invested Share acquired pursuant to Item **Erro! Fonte de referência não encontrada.** above, the Participant will be entitled to receive up to 3 (three) Matching Shares ("**Share Basket**").

**5.3.1.** The proportion of Matching Shares for each Share that makes up the Share Basket may be changed in the cases provided for in Item 7 below.

**5.4.** The granting of Matching Shares is carried out through the execution of Grant Agreements between the Company and the Participants, within the period established in the respective Program,

in which the Participants must declare their awareness of the risks involved, especially related to (i) acquisition of the Invested Shares, which will be subject to loss of liquidity and devaluation during periods of Lock-up and (ii) the extinction of the Matching Shares, in the cases listed in item 6.3 below.

**5.4.1.** The Grant Agreement constitutes an onerous transaction of an exclusively commercial nature and does not create any labor obligation or of a social security nature between the Localiza Group and the Participants, whether they are statutory managers or employees. Adherence to each Program is voluntary, implying awareness and acceptance by the Participant of the burden and risks involved in investing in the Company's Shares.

**5.5.** The transfer of Matching Shares for the Participants will only take place with the implementation of the conditions and terms set forth in this Plan, in the Programs and in the Grant Agreements, so that the granting of the right to receive the Matching Shares does not in itself guarantee the Participant any rights over Matching Shares nor represents the guarantee of its receipt.

**5.6.** Until the date on which the ownership of the Matching Shares is effectively transferred to the Participants, under the terms of this Plan, the Programs and the Grant Agreements, the Participants will not have any of the rights and privileges of a shareholder of the Company in relation to such Matching Shares, in particular, the right to vote and the right to receive dividends and interest on equity related to the Matching Shares, except as provided for in this Plan.

**5.7.** Notwithstanding the provisions of Item 5.6 above, the Board of Directors may establish in the Program the payment of the amount equivalent to such dividends or interest on equity in cash or in shares, as established in the respective Program and Grant Agreement.

## **6. Acquisition of Rights Related to Matching Shares**

**6.1.** The Participant's right to effectively receive the Matching Shares will depend on the cumulative verification of all the conditions below, without prejudice to other conditions that may be defined in the Programs and/or in the Grant Agreements:

**(i)** Condition of permanence: The Participant shall remain continuously linked as an manager, employee or service provider of the Company or of a company under its control, as the case may be, during the Grace Period; and

**(ii)** Lock-up: The Participant shall maintain full, legitimate and uninterrupted ownership of all Invested Shares throughout the Term of Lock-up of the Invested Shares, and must submit to the Company, whenever requested, the documents to prove the uninterrupted maintenance of ownership of the Shares.

**6.2.** Once the conditions established in Item 6.1 above, and provided that the applicable legal and regulatory requirements are observed, the Company will transfer, through a private transaction, to the name of the Participants, within a period of 60 (sixty) days from the end of each Grace Period, or another scheduled date in the Grant Agreement after the Grace Period, as applicable, the number of Matching Shares to which the Participants are entitled.

**6.3.** The right to receive the Matching Shares under the terms of this Plan will be automatically extinguished and without any right to indemnification, ceasing all its effects by law, in the following cases:

- 1.** upon termination of the Grant Agreement;
- 2.** if the Company is dissolved, liquidated or has its bankruptcy decreed; or

3. in the cases provided for in Item 9 of this Plan.

6.4. Participants will be subject to rules restricting the use of privileged information applicable to publicly-held companies in general and to those established by the Company.

## **7. Adjustment in the Amount of Matching Shares**

7.1. In order to preserve the balance of the value of the Matching Shares upon delivery to each Participant, the Board of Directors may make adjustments to the quantities of Matching Shares to be granted to each Participant, aiming to neutralize the impacts on the price of Shares generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in force on the Grant Date, for adjustment according to the amount corresponding to the difference between the amount of the net income distributed by the Company and the minimum mandatory dividend; and (ii) subscription and payment of new shares, for adjustment based on the value of the right, which will be calculated based on the last price prior to the "EX" date.

7.1.1. In the event of distribution of interest on equity in an amount greater than the mandatory dividend, the number of Matching Shares will not be adjusted.

7.2. In the event of a grouping, split, bonus or any proceeds in new shares, the liquidation of the Matching Shares will be made with "EX" securities, adjusting the number of Matching Shares proportionally to the percentage of the grouping, split, bonus or other income in new shares.

7.3. No fraction of Shares will be granted as Matching Shares.

## **8. Shares Subject to the Plan**

8.1. Shares representing a maximum of 1.5% (one point five percent) of the total number of shares issued by the Company, calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares, may be delivered to Participants, within the scope of this Plan, together with the Second Bonus plan in Deferred Shares and the Fifth Stock Option Plan of the Company to be approved on this date ("**Incentive Plans**"). In the event of a change in the number, type and class of the Company's shares as a result of, for example, a capital increase or reduction, bonuses, splits, reverse splits, conversion of shares of one type or class into another, or conversion into shares of other securities issued by the Company, the Board of Directors may make adjustments in such amounts, in order to avoid distortions and losses to the Company or the Beneficiaries.

8.2. The Matching Shares received under the terms of the Plan will maintain all rights pertinent to their type after the effective receipt by the Participant, except for any provision to the contrary established by the Board of Directors.

## **9. Hypotheses of Termination from the Company and its Effects**

9.1. Unless otherwise provided for in the Program and/or in the Grant Agreement, in the event of Termination of the Participant from the Company, the rights to the Matching Shares granted to it in accordance with this Plan may be terminated or modified, as described below.

- (i) (a) in case of Termination of the Participant of his own volition, through voluntary resignation or resignation; or (b) by the will of the Company, through dismissal, dismissal or non-reelection to the position without Just Reason: the Participant will be entitled to receive Matching Shares whose Grace Period has been completed and which have not yet been delivered, under the terms of the applicable Grant Program and Agreement, provided that the Participant will lose any and all rights related to the Matching Shares whose Grace

Period has not yet been fully complied with on the date of Termination, which will be automatically canceled and extinguished on the date of Termination, by force of law, regardless of prior notice or notification and without the right to any indemnification to the Participant;

- (ii) in case of Termination by agreement between the Company and the Participant, including retirement agreed between the parties: the Participant will be entitled to receive the Matching Shares whose Grace Period has been completed on the Termination date and have not yet been delivered, under the terms of the applicable Program and Grant Agreement, provided that the Participant may, at the discretion of the Board of Directors or as defined in the Program, receive other Matching Shares in the hypotheses and dates originally provided for in the Program and in its Grant Agreement, subject to the condition that the Participant, in this case, does not work in a competing company and/or fulfills other additional conditions established by the Board of Directors. The Program or the Board of Directors will define whether the Invested Shares will continue to be subject to the Term of Lock-up of the Invested Shares in the events of Termination provided for in this sub-item "ii";
- (iii) in case of Termination of the Participant at the will of the Company, through dismissal with Just Cause: the Participant will no longer be entitled to receive any and all Matching Shares to which he/she would be entitled under the terms of the respective Grant Program and Agreement, regardless of whether the Grace Periods have already been completed, or not, at the time of Termination, so that all Matching Shares shall be automatically canceled and extinct, by force of law, regardless of prior notice or notification and without the right to any indemnification to the Participant; or
- (iv) in case of Termination of the Participant due to death or permanent disability: the Participant or his/her estate or heir(s), as applicable, will be entitled to receive all the Matching Shares, regardless of compliance with the Grace Period on the Termination date, pursuant to the respective Grant Program and Agreement. In the hypotheses provided for in this sub-item "iv", the Invested Shares will be released from the Term of Lock-up of Invested Shares on the date of Termination.

**9.2.** For the purposes of this Plan, "**Just Reason**" means (a) dismissal for just cause, as provided for in the Consolidated Labor Laws; (b) the reasoned termination of the contract that regulates the relationship between the Company and the Participant; and (c) the removal of the Participant from his position at the initiative of the Company arising from (i) violation, by the Participant, of any of the duties and attributions of a manager, including, but not limited to, those provided for in articles 153 to 157 of the Corporation Law; (ii) Participant's negligence in the exercise of its attributions; (iii) criminal conviction related to intentional crimes; (iv) the practice, by the Participant, of dishonest or fraudulent acts against the Company or its Subsidiaries; (v) the practice, by the Participant, of any type of harassment; (vi) any act or omission resulting from intent or fault of the Participant and which is harmful to the business, image, or financial situation of the Company, its shareholders, or its Subsidiaries; (vii) violation of the instrument that regulates the exercise of the statutory manager's mandate entered into by the Participant with the Company and/or Subsidiaries; (viii) non-compliance with the Bylaws and/or the Articles of Incorporation or Bylaws, as applicable, of its Subsidiaries and other applicable corporate provisions; or, further, (ix) non-compliance with Brazilian anti-corruption legislation, anti-money laundering legislation and, further, the Foreign Corrupt Practices Act – FCPA or Bribery Act from the UK.

**9.3.** For the purposes of this Plan, "**Retirement**" is considered as the termination of the legal relationship of the holder of the Matching Share with the Localiza Group for the effective termination of the Participant's career and retirement, subject to case-by-case approval by the Board of Directors, at its sole discretion. If the request for Retirement is the Participant's own initiative, when evaluating

the request, the Board of Directors will take into account (i) the prior notice of the request made at least 6 (six) months in advance; (ii) the possible professional activity plan after the Participant's termination, which shall not include any performance in activities that compete with those of the Localiza Group; (iii) other circumstances applicable to the case. The decision of the Board of Directors will be discretionary and not linked to the rules for retirement by length of service or by age, in accordance with the rules of the official social security (INSS) or the rules for supplementing the retirement of any private plan that may come to be sponsored by the Localiza Group.

## **10. Corporate Reorganization**

**10.1.** The granting of Matching Shares under the terms of this Plan, it will not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and incorporation of shares. In these cases, the Plans and Programs already in place must be respected, and it is up to the Board of Directors to assess whether it will be necessary to make any adjustment to the Programs or to propose to the General Meeting adjustments to the Plan, in order to maintain the balance of relations between the parties, without prejudice to the Company or the Participants.

**10.2.** In the event of a change in the number, type and class of the Company's shares as a result, for example, of a capital increase or reduction, bonuses, splits, reverse splits or conversion of shares of one type or class into another or conversion into shares of other values securities issued by the Company, it will be up to the Board of Directors to assess the need for adjustments to the Programs and Plan, in order to avoid distortions and losses to the Company or the Participants.

**10.2.1.** The Board of Directors and the companies involved in a reorganization may, at their discretion, without prejudice to other measures that they decide in equity, determine: (a) the replacement of the Matching Shares for shares issued by the Company's successor company, with the appropriate adjustments in the number of Matching Shares; (b) the anticipation of the Grace Period of Matching Shares, so that the Matching Shares may be received by the Participants in a timely manner to allow the inclusion of shares resulting from the delivery of Matching Shares in the operation in question; and/or (c) the payment in cash of an amount equivalent to the value of the Matching Shares to which the Participant would be entitled under the Plan. The adjustments made to the Plan will be binding and Participants who disagree with these adjustments will have the right to waive their Matching Shares, and the Participant is not entitled to question the decision of the Board of Directors.

## **11. Statutory POA**

**11.1.** In the event of a public offering for the acquisition of shares carried out as a result of the Company's statutory obligation, the Matching Shares will have their Grace Period anticipated, so that they will be delivered to the Participants. The Committee, *ad referendum* of the Board of Directors, shall establish special rules so that the Shares delivered to the Participants as a result of the liquidation of the Matching Shares may be sold in the takeover bid to be made pursuant to the Bylaws then in force.

## **12. Term of the Plan**

**12.1.** This Plan will enter into force on the date of its approval by the Company's General Meeting and will remain in force for a period of 5 (five) years from the first grant carried out under the first Program, and may, however, be terminated, suspended or amended, at any time, by decision of the General Meeting. The expiration of the Plan will not affect the effectiveness of Matching Shares still pending granted on the basis of it.

### **13. General Provisions**

**13.1.** This Plan and the related Grant Agreements (i) do not create other rights beyond those expressly provided for in their own terms, (ii) do not provide stability or guarantee of employment or permanence in the capacity of director, manager or employee of the Company, (iii) ) nor prejudice the right of the Company or other companies under its control to, at any time and as the case may be, terminate the employment contract or terminate the mandate or relationship with the Participant, (iv) nor guarantee the right re-election or reappointment to functions in the Company or in other companies under its control.

**13.2.** Each Participant interested in joining this Plan must do so expressly when entering into the Grant Agreement.

**13.3.** Any significant legal change regarding the regulation of corporations, publicly-held companies, labor legislation and/or the tax effects of a matching stock grant plan, may lead to a full review of this Plan.

**13.4.** Omissions will be decided by the Board of Directors or the Committee, as applicable, consulted, when deemed convenient, by the General Meeting.

**13.5.** If applicable, the Company is authorized to proceed with the reduction of the total number of Matching Shares to be delivered to the Participant, or any other way it deems convenient and adequate to meet the legal requirements, in an amount equivalent to the taxes to which it is legally obliged to proceed with withholding for payment on behalf of the Participant.

\* \* \* \* \*



## SECOND BONUS PLAN IN DEFERRED SHARES OF LOCALIZA RENT A CAR SA

This Second Deferred Shares Bonus Plan of LOCALIZA RENT A CAR SA ("**Company**"), approved by the Company's Extraordinary General Meeting held on April 26, 2022, as amended by the Company's Extraordinary General Meeting held on June 27, 2022 ("**Plan**") is governed by the provisions below and applicable law.

### 1. Definitions

**1.1.** The terms below, when used herein with capital letters, will have the meanings attributed to them below, unless expressly defined otherwise:

"**Shares**" means common, registered, book-entry shares with no par value issued by the Company (B3: "RENT3").

"**Deferred Shares**" means the Shares to be granted to the Participants, strictly under the terms and conditions established in this Plan.

"**B3**" means B3 SA – Brasil, Bolsa, Balcão (Brazil, Stock Market, Counter).

"**Committee**" means the People and Remuneration Committee to advise the Company's Board of Directors or other committee created or appointed to advise the Board of Directors in the administration of this Plan.

"**Board of Directors**" means the Board of Directors of the Company.

"**Consolidated Labor Laws**" means Decree-Law No. 5,452, of May 1, 1943, as amended.

"**Grant Agreement**" means each of the private instruments entered into between the Company and the Participants, through which the Company will grant Deferred Shares to the Participants.

"**Grant Date**" means, unless otherwise expressly defined in the Grant Agreements, in relation to the Deferred Shares granted to each of the Participants, the date of execution of the respective Grant Agreements through which the Deferred Shares are granted to the Participants .

"**Termination**" means the termination of the legal relationship between the Participants and the Company, for any reason, including, but not limited to, resignation, dismissal, replacement or termination of term of office without reelection to the position of manager, request for voluntary resignation or dismissal, with or without Just Reason, retirement, permanent disability or death.

"**Bylaws**" means the Company's bylaws.

"**Localiza Group**" means the Company and its Subsidiaries.

"**ICVM 567**" means the Instruction of the Securities and Exchange Commission No. 567, of September 17, 2015, as amended.

"**Corporation Law**" means Law No. 6,404, of December 15, 1976, as amended.

"**Participants**" means the participants of the Plan, selected under the terms of this Plan, in favor of which the Company grants one or more Deferred Shares, under the terms of this Plan.

**"Grace period"** means the period defined by the Board of Directors, of at least 3 (three) years as of the Grant Date, during which the Participant must remain binding as an manager or employee of the Localiza Group as a condition for having the right to receive the Deferred Shares granted, and the Deferred Shares may be settled in a phased manner throughout the Grace Period.

**"Program"** means each program for the granting of Deferred Shares that will be created, approved and/or canceled by the Board of Directors, through which the Board of Directors will define the Participants, the number of Deferred Shares to be granted to each Participant and the other terms and applicable conditions, in line with the terms and conditions of this Plan.

## **2. Plan Objectives**

**2.1.** The purpose of the Plan is to retain and attract talent, as well as to recognize high performance. Therefore, the Plan allows the granting of Deferred Shares to Participants selected by the Board of Directors, whose right will be conditioned to the fulfillment of the Grace Period. By linking the right to the Deferred Shares to the fulfillment of the Grace Period, the Company intends to encourage the retention of Participants and the search for value creation for the Company's shareholders, generating an alignment of the Participants' long-term interests with those of the Company's shareholders.

## **3. Eligibility and Participants**

**3.1.** Among the managers and employees of the Localiza Group, the following are eligible for the Plan (i) all Officers, whether statutory or not, or Senior Managers in classes 21 and above; (ii) high potential employees who are appointed by the Executive Board and approved by the Board of Directors due to their outstanding performance; and (iii) other employees who may occupy the positions established in items "i" and "ii" above, when participation in the Plan is one of the conditions established in the hiring of the professional.

**3.1.** It will be up to the Board of Directors to define the potential Participants of each Program among the managers and eligible employees, whose participation will be subject to voluntary adhesion to the Program and compliance with the conditions established in this Plan, in the Program and in the respective Grant Agreement. In order to define the high potential collaborators mentioned in item 3.1 (ii) above, the Board of Directors will take into account the performance in relation to the goals stipulated in the context of the Company's strategic and budgetary planning, having as pillars (1) financial indicators (EVA, EBT, TSR or similar); (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.

## **4. Plan Management**

**4.1.** The Plan and its Programs will be managed by the Board of Directors, with advice from the Committee. The Board of Directors may delegate the powers provided for in this Plan to the Committee.

**4.2.** In compliance with the general conditions of the Plan and the guidelines established by the Company's General Meeting, the Board of Directors (or the Committee, as applicable) will have broad powers to take all necessary and appropriate measures for the management of the Plan and its Programs, including:

- (a) the creation and application of general rules relating to the granting of Deferred Shares, observing the general terms of the Plan, as well as the solution of doubts regarding the interpretation of the Plan and the Programs;

(b) the definition of potential Participants and the authorization to grant Deferred Shares in their favor, establishing all the conditions for the acquisition of rights related to the Deferred Shares to be granted;

(c) authorization to deliver treasury shares to satisfy the granting of Deferred Shares under the terms of the Plan, Program and ICVM 567, the settlement of the obligation to deliver the Shares deferred in cash or, alternatively, the issuance of new Shares within the authorized capital limit;

(d) the proposal of eventual amendments to the Plan to be submitted for approval by the Company's General Meeting;

(e) the creation, alteration and/or cancellation of Programs;

(f) the imposition of restrictions on the Deferred Shares, such as periods of prohibition from trading Shares ("**Lock-up**"); and

(g) the definition of the Grace Period applicable to each Program, not less than 3 (three) years.

**4.3.** In the exercise of its powers, the Board of Directors will be subject to the limits established by law, in the regulations of the Securities and Exchange Commission and in the Plan, whereby it is clear that the Board of Directors (or the Committee, as applicable) may treat Participants who are in a similar situation differently, not being obliged, by any rule of isonomy or analogy, to extend to all the conditions that it deems applicable only to some or some.

**4.4.** The resolutions of the Board of Directors (or the Committee, as applicable) have binding force for the Company and the Participants in relation to all matters related to the Plan and the Programs.

**4.5.** The Board of Directors may elect new Participants to the Programs in progress.

**4.6.** Participants may not participate in the implementation and administration of the Plan. Thus, in the event that any Participant becomes a member of the Board of Directors or the Committee, said Participant will not participate in the administration of the Plan and must abstain from resolutions that have as their object the implementation or administration of the Plan.

## **5. Granting of Deferred Shares**

**5.1.** The Board of Directors will approve Programs, electing the Participants in favor of which Deferred Shares may be granted under the terms of this Plan and the respective Programs.

**5.2.** The granting of Deferred Shares is carried out through the execution of Grant Agreements between the Company and the Participants, within the period established in the respective Program.

**5.3.** The transfer of the Deferred Shares to the Participants will only occur with the implementation of the conditions and terms set forth in this Plan, in the Programs and in the Grant Agreements, so that the granting of the right to receive the Deferred Shares itself does not guarantee the Participant any rights on the Deferred Shares or even represents the guarantee of their receipt.

**5.4** Until the date on which the ownership of the Deferred Shares is effectively transferred to the Participants, pursuant to this Plan, the Program and the Grant Agreements, the Participants will not have any of the Company's shareholder rights and privileges in relation to such Deferred Shares, in particular, the right to vote and the right to receive dividends and interest on equity related to the Deferred Shares, except as provided for in this Plan.

**5.5.** Notwithstanding the provisions of Item 5.6 above, the Board of Directors may establish in the Program the payment of the amount equivalent to dividends or interest on equity distributed in relation to the Deferred Shares in cash or in shares, upon the acquisition of the right to receive the Deferred Shares granted, in the form to be established in the respective Grant Program and Agreement.

**5.6.** The Board of Directors may establish other rules and conditions for the acquisition of Deferred Shares, as well as impose restrictions on their transfer, and may also reserve repurchase options and/or preemptive rights for the Company in the event of disposal by the Participant of these same Deferred Shares, as may be provided for in the respective Grant Agreement.

## **6. Shares Subject to the Plan**

**6.1.** Shares representing a maximum of 1.5% (one point five percent) of the total number of shares issued by the Company, calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares, may be delivered to Participants, within the scope of this Plan, together with the Second shares and matching shares purchase plan and the Fifth Stock Option Plan of the Company to be approved on this date ("**Incentive Plans**"). In the event of a change in the number, type and class of the Company's shares as a result of, for example, a capital increase or reduction, bonuses, splits, reverse splits, conversion of shares of one type or class into another, or conversion into shares of other securities issued by the Company, the Board of Directors may make adjustments in such amounts, in order to avoid distortions and losses to the Company or the Beneficiaries.

**6.2.** In order to satisfy the settlement of the Deferred Shares and delivery of Shares under the terms of the Plan, the Company, subject to applicable law and regulation, will dispose of shares held in treasury, through a private transaction, at no cost to the Participants, pursuant to the ICVM 567.

**6.3.** The Deferred Shares received under the terms of the Plan will maintain all the rights pertinent to their type after the effective receipt by the Participant, except for any provision to the contrary established by the Board of Directors.

## **7. Acquisition of Rights Related to Deferred Shares**

**7.1.** Without prejudice to other conditions that may be defined in the Programs and/or the Grant Agreements, the Participant's right to effectively receive the Deferred Shares will depend on the verification of their permanence in the Company, that is, the Participant must comply with the Grace Period, remaining continuously linked as a manager or employee of the Company or its Subsidiaries, as the case may be, during the Grace Period ("Remaining Conditions"). In order to remain in the company, Participants are annually evaluated based on their performance, with targets set in the context of the Company's strategic and budgetary planning, based on indicators (1) financial (EVA, EBT, TSR or similar); (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.

**7.2.** Once the conditions established in Item 7.1 above, and provided that the applicable legal and regulatory requirements are observed, the Company will transfer, through a private transaction, to the name of the Participants, within a period of 60 (sixty) days from the end of each Grace Period, or another date provided for in the Grant Agreement after the Grace Period, as applicable, the number of Deferred Shares to which the Participants are entitled.

**7.3.** The right to receive or settle the Deferred Shares under the terms of this Plan will be automatically extinguished and without any right to indemnification, ceasing all its effects by operation of law, in the following cases:

- (i) upon termination of the Grant Agreement;

(ii) if the Company is dissolved, liquidated or has its bankruptcy decreed; or

(iii) in the cases provided for in Item 9 of this Plan.

**7.4.** Participants will be subject to rules restricting the use of privileged information applicable to publicly-held companies in general and to those established by the Company.

## **8. Adjustment in the Number of Deferred Shares**

**8.1.** In order to preserve the balance of the value of the Deferred Shares in the settlement of their exercise by each Participant, the Board of Directors may promote adjustments in the quantities of Deferred Shares granted to each Participant, in order to neutralize the impacts on the price of the Shares generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in effect on the Grant Date, for adjustment based on the amount corresponding to the difference between the amount of net income distributed by the Company and the minimum mandatory dividend; and (ii) subscription and payment of new Shares, for adjustment based on the value of the right, which will be calculated based on the last price prior to the "EX" date.

**8.1.1.** In the event of distribution of interest on shareholders' equity in an amount greater than the mandatory dividend, the number of Deferred Shares will not be adjusted.

**8.2.** In the event of a reverse split, split, bonus or any proceeds in new shares, the settlement of the Deferred Shares will be made with "EX" securities, adjusting the number of Deferred Shares in proportion to the percentage of the reverse split, split, bonus or other proceeds in new shares.

**8.3.** No fraction of Shares will be delivered upon settlement of the Deferred Shares.

## **9. Hypotheses of Termination of the Company and its Effects**

**9.1.** Unless otherwise provided for in the Program and/or in the Grant Agreement and/or resolved by the Board of Directors, in the event of Termination of the Participant from the Company, the rights to the Deferred Shares granted to him in accordance with this Plan will be extinguished or modified, as below.

- (i) (a) in case of Termination of the Participant of his own volition, through voluntary resignation or resignation; or (b) at the will of the Company, through dismissal, dismissal or non-reelection to the position without Just Reason: the Participant will be entitled to receive the Deferred Shares whose Permanence Conditions have been fulfilled and which have not yet been delivered, under the terms of the applicable Program and Grant Agreement, provided that the Participant will lose any and all rights related to the Deferred Shares whose Conditions of Permanence have not yet been fully complied with on the date of Termination, which will be automatically canceled and extinguished on the date of Termination, by operation of law, regardless of prior notice or notification and without the right to any indemnification to the Participant;
- (ii) in case of Termination by agreement between the Company and the Participant, including retirement agreed between the parties: the Participant will be entitled to receive the Deferred Shares whose Permanence Conditions have been fulfilled on the Termination date and have not yet been delivered, under the terms of the respective Program and the applicable Grant Agreement, provided that the Participant may, at the discretion of the Board Administration or as defined in the Program, receive the other Deferred Shares or proportional amount of said Deferred Shares in the cases and

dates originally provided for in the Program and in its Grant Agreement, subject to the condition that the Participant, in this case, does not act in a competing company and/or fulfills other conditions additional established by the Board of Directors;

- (iii) in case of Termination of the Participant at the will of the Company, through dismissal, dismissal or non-reelection to the position with Just Cause: the Participant will no longer be entitled to receive any and all Deferred Shares to which he or she would be entitled under the terms of the respective Program and Grant Agreement, regardless of whether the Permanence Conditions have already been fulfilled, or not, at the time of Termination, so that all Deferred Shares will be automatically canceled and extinguished, by force of law, regardless of prior notice or notification and without the right to any indemnification to the Participant; or
- (iv) in case of Termination of the Participant due to death or permanent disability: the Participant or his/her estate or his/her heir(s), as applicable, will be entitled to receive all the Deferred Shares, regardless of compliance with the Service and Performance Conditions on the Termination date, pursuant to the respective Program and Agreement of Grant.

**9.2.** For the purposes of this Plan, “**Just Reason**” means (a) dismissal for just cause, as provided for in the Consolidated Labor Laws; (b) the reasoned termination of the contract that regulates the relationship between the Company and the Participant; and (c) the removal of the Participant from his position at the initiative of the Company arising from (i) violation, by the Participant, of any of the duties and attributions of a manager, including, but not limited to, those provided for in articles 153 to 157 of the Corporation Law; (ii) Participant's negligence in the exercise of his attributions; (iii) criminal conviction related to intentional crimes; (iv) the practice, by the Participant, of dishonest or fraudulent acts against the Company or its Subsidiaries; (v) the practice, by the Participant, of any type of harassment; (vi) any act or omission resulting from intent or fault of the Participant and which is harmful to the business, image, or financial situation of the Company, its shareholders, or its Subsidiaries; (vii) violation of the instrument that regulates the exercise of the statutory manager's mandate entered into by the Participant with the Company and/or Subsidiaries; (viii) non-compliance with the Bylaws and/or the Articles of Incorporation or Bylaws, as applicable, of its Subsidiaries and other applicable corporate provisions; or, further, (ix) non-compliance with Brazilian anti-corruption legislation, anti-money laundering legislation and, further, the Foreign Corrupt Practices Act – FCPA or Bribery Act from the UK.

**9.3.** For the purposes of this Plan, “**Retirement**” is considered as the termination of the legal relationship of the holder of the Deferred Shares with the Localiza Group due to the effective termination of the Participant's career and retirement, subject to the approval of the Board of Directors on a case-by-case basis, at its sole discretion. If the request for Retirement is the Participant's own initiative, when evaluating the request, the Board of Directors will take into account (i) the prior notice of the request made at least 6 (six) months in advance; (ii) the possible professional activity plan after the Participant's termination, which shall not include any performance in activities that compete with those of the Localiza Group; (iii) other circumstances applicable to the case. The decision of the Board of Directors will be discretionary and not linked to the rules for retirement by length of service or by age, in accordance with the rules of the official social security (INSS) or the rules for supplementing the retirement of any private plan that may come to be sponsored by the Localiza Group.

## **10. Corporate Reorganization**

**10.1.** The granting of Deferred Shares under the terms of this Plan will not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and incorporation of shares. In these cases, the Plans and Programs already in place must be respected, and it is up to the Board of Directors to assess whether it will be necessary to make any



adjustment to the Programs or to propose to the General Meeting adjustments to the Plan, in order to maintain the balance of relations between the parties, without prejudice to the Company or the Participants.

**10.2.** In the event of a change in the number, type and class of the Company's Shares as a result of, for example, capital increase or decrease, bonuses, splits, groupings or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, it will be up to the Board of Directors to assess the need for adjustments to the Programs and Plan, in order to avoid distortions and losses to the Company or the Participants.

**10.2.1.** The Board of Directors and the companies involved in a reorganization may, at their discretion, without prejudice to other measures that they decide in equity, determine: (a) the replacement of the Shares object of the Deferred Shares by shares issued by the Company's successor company, with appropriate adjustments to the number of Deferred Shares; (b) the anticipation of the Grace Period for the Deferred Shares, so that the Shares can be granted to the Participants in a timely manner to allow the inclusion of the Shares in the transaction in question; and/or (c) the payment in cash of an amount equivalent to the value of the Shares to which the Participant would be entitled under the Plan. The adjustments made to the Plan will be binding and Participants who disagree with these adjustments will have the right to waive their Deferred Shares, and the Participant will not have the right to question the decision of the Board of Directors in this respect.

## **11. Statutory POA**

**11.1.** In the event of a public offering for the acquisition of shares carried out as a result of the Company's statutory obligation, the Deferred Shares will have their Grace Period anticipated and the performance condition will be waived, so that the Deferred Shares may be delivered to the Participants. The Committee, *ad referendum* of the Board of Directors, shall establish special rules so that the Shares can be sold in the public tender offer to be carried out pursuant to the Bylaws then in force.

## **12. Term of the Plan**

**12.1.** This Plan will enter into force on the date of its approval by the Company's General Meeting and will remain in force for a *period* of 5 (five) years from the first grant carried out under the first Program, and may, however, be terminated, suspended or amended at any time, by decision of the General Meeting. The expiration of the Plan will not affect the effectiveness of the Deferred Shares still outstanding granted based on it.

## **13. General Provisions**

**13.1.** This Plan and the related Grant Agreements (i) do not create other rights beyond those expressly provided for in their own terms, (ii) do not provide stability or guarantee of employment or permanence in the capacity of director, manager or employee of the Company, (iii) ) nor prejudice the right of the Company or other companies under its control to, at any time and as the case may be, terminate the employment contract or terminate the mandate or relationship with the Participant, (iv) nor guarantee the right re-election or reappointment to functions in the Company or in other companies under its control.

**13.2.** Each Participant interested in joining this Plan must do so expressly when entering into the Grant Agreement.

**13.3.** Any significant legal change regarding the regulation of corporations, publicly-held companies, labor legislation and/or the tax effects of a deferred shares grant plan, may lead to a full review of this Plan.

**13.4.** Omissions will be regulated by the Board of Directors, consulted, when deemed convenient, by the General Meeting.

**13.5.** If applicable, the Company is authorized to proceed with the reduction of the total number of Deferred Shares to be delivered to the Participant, or in any other way it deems convenient and adequate to meet the legal requirements, in an amount equivalent to the taxes to which it is legally obliged to proceed with withholding for collection on behalf of the Participant.

\* \* \* \* \*

## FIFTH STOCK OPTIONS PLAN OF LOCALIZA RENT A CAR SA

The present Fifth Stock Options Plan of LOCALIZA RENT A CAR SA ("**Company**"), approved by the Company's Extraordinary General Meeting held on April 26, 2022, as amended by the Company's Extraordinary General Meeting held on June 27, 2022 ("**Plan**") is governed by the provisions below and applicable law.

### 1. Definitions

**1.1.** The expressions below, when used herein with capital letters, will have the meanings attributed to them below, unless expressly defined otherwise:

"**Shares**" means common, registered, book-entry shares with no par value issued by the Company (B3: "RENT3").

"**B3**" means B3 SA – Brasil, Bolsa, Balcão (Brazil, Stock Market, Counter).

"**Committee**" means the People and Remuneration Committee to advise the Company's Board of Directors or other committee created or appointed to advise the Board of Directors in the administration of this Plan.

"**Board of Directors**" means the Board of Directors of the Company.

"**Consolidated Labor Laws**" means Decree-Law No. 5,452, of May 1, 1943, as amended.

"**Option Agreement**" means each of the private instruments entered into between the Company and the Participants, through which the Participants may receive Options.

"**Termination**" means the termination of the legal relationship of the Participants and the Company, for any reason, including, but not limited to, resignation, dismissal, replacement or termination of term of office without reelection to the position of manager, request for voluntary resignation or dismissal, with or without fair reason, retirement, permanent disability or death.

"**Bylaws**" means the Company's bylaws.

"**Localiza Group**" means the Company and its Subsidiaries.

"**Corporation Law**" means Law No. 6,404, of December 15, 1976, as amended.

"**Options**" means the purchase options that grant the holder the right to acquire Shares, strictly under the terms and conditions established in this Plan.

"**Unvested Options**" means the Options whose Grace Periods have not elapsed.

"**Vested Options**" means the Options whose Grace Periods have already elapsed or have been anticipated, according to the hypotheses provided for in this Plan.

"**Participants**" means the managers or employees of the Localiza Group, in favor of whom the Company grants one or more Options, under the terms of this Plan.

"**Grace period**" means the period of at least 3 (three) years from the Grant Date, after which the Options will become exercisable, subject to all other conditions set forth in the Programs, Option

Agreements and this Plan, and may the Options become exercisable in a phased manner throughout the Grace Period.

**"Term for Exercise"** means the term for exercising the Vested Options, which will be up to 3 (three) years from the end of the total Grace Period, provided that the Participant remains bound as a manager or employee of the Company or its subsidiaries during the Exercise Term, being that this period will be reduced in the event of Termination, as defined by the Board of Directors in each Program and/or Option Agreement, in line with the provisions of this Plan. After the expiration of the Exercise Term, the Vested Options will be extinguished, by force of law, regardless of prior notice, whereby no indemnification will be due to the Participant.

**"Exercise Price"** means the price to be paid by the Participant to the Company in payment of the Shares that it may acquire as a result of the exercise of his/her Option, as provided for in Item 6.3 below.

**"Program"** means each Option grant program that will be created, approved and/or canceled by the Board of Directors, through which the Board of Directors will define the Participants, the number of Options to be granted to each Participant and the other applicable terms and conditions, in line with the terms and conditions of this Plan.

## **2. Plan Objectives**

**2.1.** The purpose of the Plan is to allow the granting of Options to Participants selected by the Board of Directors, to the extent that, among other conditions, said Participants invest their own resources, in a percentage linked to the amount received as (a) annual remuneration, in the in the case of non-CLT managers, or (b) profit sharing, in the case of other Participants, in the acquisition of Shares on the market, at their sole discretion and at their own risk. By investing own resources by the Participant in the acquisition of Shares and assuming the risk on the variation in the price of the Shares during the Grace Period, the Company intends to grant Options to the Participants. The Company intends that the Participants have a portion of their personal assets linked to the Company's success and, in return, may invest additional resources in the acquisition of new Shares resulting from the Options granted, conditioned to the fulfillment of the Grace Period, thus participating in the of the Company's value over time. With this, the Company hopes to align the long-term interests of the Participants with those of the Company's shareholders, thus encouraging decision-making that seeks to generate sustainable value for the Company.

## **3. Eligibility and Participants**

**3.1.** Among the managers and employees of the Localiza Group, the following are eligible for the Plan (i) all Officers, whether statutory or not, or Senior Managers in classes 21 and above; (ii) high potential employees who are appointed by the Executive Board and approved by the Board of Directors due to their outstanding performance; and (iii) other employees who may occupy the positions established in items "i" and "ii" above, when participation in the Plan is one of the conditions established in the hiring of the professional.

**3.2.** It will be up to the Board of Directors to define, among the managers and eligible employees, the potential Participants of each Program, whose participation will be subject to voluntary adhesion to the Program and compliance with the conditions established in this Plan, in the Program and in the respective Grant Agreement. In order to define the high potential collaborators mentioned in item 3.1 (ii) above, the Board of Directors will take into account the performance in relation to the goals stipulated in the context of the Company's strategic and budgetary planning, having as pillars (1) financial indicators (EVA, EBT, TSR or similar); (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.

#### **4. Plan Management**

**4.1.** The Plan and its Programs will be managed by the Board of Directors, with advice from the Committee. The Board of Directors may delegate powers provided for in this Plan to the Committee.

**4.2.** In compliance with the general conditions of the Plan and the guidelines established by the Company's General Meeting, the Board of Directors or the Committee, as applicable, will have broad powers to take all necessary and appropriate measures for the management of the Plan and its Programs, including:

- (a)** the creation and application of general rules relating to the granting of Options, observing the general terms of the Plan, as well as the solution of doubts regarding the interpretation of the Plan and the Programs;
- (b)** the election of potential Participants and authorization to grant Options in their favor, establishing all the conditions for the acquisition of rights related to the Options granted;
- (c)** the definition of the quantity, dates of acquisition and exercise, as well as the other characteristics of the Options to be granted to the Participants;
- (d)** the definition and amendment of the Term for Exercise of Options;
- (e)** authorization to issue new Shares within the authorized capital limit or authorization to sell treasury Shares to satisfy the exercise of Options granted under the terms of the Plan;
- (f)** the proposal of eventual amendments to the Plan to be submitted for approval by the Company's General Meeting;
- (g)** the creation, alteration and/or cancellation of Programs;
- (h)** the imposition of restrictions on Shares acquired through the exercise of the Options, such as no trading periods ("**Lock-up**"); and
- (i)** the definition of the Grace Period applicable to each Program, not less than 3 (three) years.

**4.3.** In the exercise of its powers, the Board of Directors will be subject to the limits established by law, in the regulations of the Securities and Exchange Commission and in the Plan, whereas it is clear that the Board of Directors or the Committee, as applicable, may treat Participants who are in a similar situation differently, not being obliged, by any rule of isonomy or analogy, to extend to all the conditions that it deems applicable only to some or some.

**4.4.** The resolutions of the Board of Directors (or the Committee, as applicable) have binding force for the Company in relation to all matters related to the Plan and the Programs.

**4.5.** The Board of Directors may elect new Participants to the Programs in progress.

**4.6.** Participants may not participate in the implementation and management of the Plan. Thus, in the event that any Participant becomes a member of the Board of Directors or the Committee, said Participant will not participate in the administration of the Plan and must abstain from resolutions that have as their object the implementation or administration of the Plan.

## 5. Granting of Options

**5.1.** In each Program, as a condition for the Participant to participate in the Program and receive Options, the Participant must, at his/her sole discretion, make a prior investment in Shares, using his/her own funds in an amount equivalent to certain percentages of the amount received from the Company as (a) annual remuneration, in the case of non-CLT managers, or (b) profit sharing, in the case of other Participants, referring to the year prior to their adhesion to the Program ("**Invested Shares**"), as below.

- (i) If both the Matching Program and the Stock Options Program are approved in the respective fiscal year, the participants must make a prior investment in each of the Programs equivalent to a maximum of (a) fifteen percent (15%) of their annual compensation for the previous year for non-CLT managers; or (b) twenty-five percent (25%) of the total net amount (net of income tax) received as profit sharing for the previous year for the other participants;
- (ii) If only one of the Programs is approved (Matching Share or Stock Options Program), the Participant's prior investment may not represent an amount greater than the equivalent of (a) thirty percent (30%) of the annual remuneration for the previous year for the non-CLT managers; or (b) fifty percent (50%) of the total net amount (net of withholding tax) received as profit sharing for the previous year for the other participants.

**5.1.1.** When deciding on the inclusion of new Participants in ongoing Programs, as per subitem "iv" of Item 3.1 and Item 4.5 above, the Board of Directors will establish the minimum number of Invested Shares that must be held by the Participant based on the Participant's position and its projected annual compensation.

**5.2.** Participants must acquire the Invested Shares in B3 at the market price negotiated at the time of acquisition.

**5.3.** The Programs will define the terms for the acquisition and payment of the Invested Shares by the respective Participant. If the established term coincides with the prohibition period for trading in securities issued by the Company, the period for the purchase of the Invested Shares will be suspended during the prohibition period, and will resume as soon as trading is resumed.

**5.3.1.** The Participant may use, at his/her sole discretion, Shares already held prior to joining the Program, for purposes of prior investment in Invested Shares and the Term of Lock-up of Invested Shares.

**5.4.** The Invested Shares may be sold as the Options become Vested Options, always in a proportion similar to the portion of the Options that become Vested Options during the Grace Period ("**Term of Lock-up of Invested Shares**"). The Participant must authorize the blocking for trading of the Invested Shares in the books of the depositary institution of the Company's book-entry shares, during the Term of Lock-up of Invested Shares.

**5.4.1.** During the Term of Lock-up of Invested Shares, trading, disposal, encumbrance or leasing of Invested Shares or carrying out operations involving derivatives, or not, which constitute short positions in Shares, is prohibited.

**5.4.2.** Unlocking the Invested Shares before the end of the Lock-up of the Invested Shares will imply the automatic termination of the Options, by force of law, regardless of prior notice or indemnification.

**5.5.** For each Invested Share held by the Participant, the Company will grant up to 4 (four) Options.



**5.6.** The granting of Options is carried out through the execution of Option Agreements between the Company and the Participants, within the period established in the respective Program, in which the Participants must declare awareness of the risks involved, especially related to (i) acquisition of the Invested Shares, which will be subject to loss of liquidity and devaluation during the Term of Lock-up of the Invested Shares; (ii) exercise of Options and consequent acquisition of Shares, which are subject to loss of liquidity and devaluation; and (iii) the termination of the Options, in the cases listed in Item 6.6.

**5.6.1.** The Option Agreement constitutes an onerous transaction of an exclusively commercial nature and does not create any obligation of a labor or social security nature between the Localiza Group and the Participants, whether they are statutory managers or employees. Adherence to each Program is voluntary, implying awareness and acceptance by the Participant of the burden and risks involved in investing in Shares and exercising the Options.

**5.7.** Until the date on which the ownership of the Shares is effectively transferred to the Participants through the exercise of the Options, under the terms of this Plan, the Programs and the Option Agreements, the Participants will not have any of the Company's shareholder rights and privileges in relation to such Shares, in particular, the right to vote and the right to receive dividends and interest on equity related to such Shares, except as provided for in this Plan.

## **6. Exercise of Options**

**6.1.** Without prejudice to other conditions that may be defined in the Programs and/or in the Option Agreements, the Participant's right to effectively exercise the Options will depend on the verification (i) of the permanence of the Participant's relationship as a manager or employee of the Company or society under your control, as the case may be, in the Grace Period; and (ii) full, legitimate and uninterrupted ownership of all Shares Invested by the Participant throughout the Term of Lock-up of the Invested Shares, and must submit to the Company, whenever requested, the documents to prove the uninterrupted maintenance of ownership of the Shares.

**6.2.** The Exercise Price to be paid by the Participant to the Company for the exercise of each Equipped Option shall correspond to the average price of the quotation of the Shares (B3: "RENT3"), at the close of the last 40 (forty) previous B3 sessions in the fiscal year immediately preceding the fiscal year of approval of the Program in question, it being understood that this will be the criterion used for any and all grants made through Programs approved within the scope of this Plan, regardless of when the grant is made. The Exercise Price cannot be reduced during the Grace Period, except in the cases provided for in Item 7 below.

**6.3.** The Participant may exercise the Vested Options during the Exercise Term.

**6.4.** The Investor Relations Officer may establish, at any time, restrictions for the exercise of Options on dates that coincide with periods when trading in securities issued by the Company is prohibited.

**6.5.** The procedures for exercising the Options will be provided for in the Programs and/or in the Option Agreements of the Participants.

**6.6.** The Options will be automatically extinguished and without any right to indemnification, ceasing all their effects by operation of law, in the following cases:

- (i) upon termination of the Option Agreement;
- (ii) if the Company is dissolved, liquidated or has its bankruptcy decreed;
- (iii) if the Participant does not exercise the Options within the Exercise Period; or

(iv) in the cases provided for in Item 9 of this Plan.

**6.7.** Participants will be subject to rules restricting the use of privileged information applicable to publicly-held companies in general and to those established by the Company.

## **7. Adjustment in the Amount of Options**

**7.1.** In order to preserve the balance of the value of the Exercise Price, the Board of Directors may promote adjustments in the quantities of Options granted to each Participant and in the Exercise Price, in order to neutralize the impacts on the price of Shares generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in effect on the Acquisition Date, for adjustment based on the amount corresponding to the difference between the amount of net income distributed by the Company and the minimum mandatory dividend; and (ii) subscription and payment of new Shares, for adjustment based on the value of the right, which will be calculated based on the last price prior to the "EX" date.

**7.1.1.** In the event of distribution of interest on equity in an amount greater than the mandatory dividend, the number of Options and the Exercise Price will not be adjusted.

**7.2.** In the event of a reverse split, split, bonus or any income in new shares, the settlement of the exercise of the Options will be made with "EX" securities, adjusting the number of Options proportionally to the percentage of the reverse split, split, bonus or other income in new shares.

**7.3.** No fraction of Shares will be sold, granted or issued in the settlement of the exercise of the Options.

## **8. Shares Subject to the Plan**

**8.1.** Shares representing a maximum of 1.5% (one point five percent) of the total number of shares issued by the Company, calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares, may be delivered to Participants, within the scope of this Plan, together with the Second Bonus plan in Deferred Shares and the Second shares and matching shares purchase plan of the Company to be approved on this date ("**Incentive Plans**"). In the event of a change in the number, type and class of the Company's shares as a result of, for example, a capital increase or reduction, bonuses, splits, reverse splits, conversion of shares of one type or class into another, or conversion into shares of other securities issued by the Company, the Board of Directors may make adjustments in such amounts, in order to avoid distortions and losses to the Company or the Beneficiaries.

**8.2.** In order to satisfy and settle the exercise of the Options under the terms of the Plan, the Company, subject to applicable law and regulation, may (a) issue new Shares within the limit of the authorized capital; or (b) dispose of Shares held in treasury.

**8.3.** The Shares acquired by the Participant as a result of the exercise of the Options under the terms of this Plan will maintain all the pertinent rights to their type after the effective receipt by the Participant, except for any provision to the contrary established by the Board of Directors.

## **9. Hypotheses of Termination from the Company and its Effects**

**9.1.** Except as otherwise provided for in the Option Program and/or Agreement, in the event of Termination of the Participant from the Company, the Options granted by him in accordance with this Plan may be terminated, as provided below.

- (i) (a) in case of Termination of the Participant of his own volition, through voluntary resignation or resignation; or (b) at the will of the Company, through dismissal, dismissal or non-reelection to the position without Just Reason: The Participant will keep the Vested Options, provided, however, that the Unvested Options will be extinguished, by operation of law, regardless of prior notice, whereas no indemnification will be due to the Participant. The Program will define whether there will be a reduction in the Term for Exercise of the Options in the cases of Termination provided for in this Clause;
- (ii) in case of Termination by agreement between the Company and the Participant, including Retirement agreed between the parties: the Participant will have the right to keep the Vested Options, provided that the Participant may, at the discretion of the Board of Directors or as defined in the Program, receive the other Unvested Options in the cases and on the dates originally provided for in the Program and in its bestowal. The Program or the Board of Directors will define whether there will be a reduction in the Term for Exercise of the Options and if the Invested Shares will continue to be subject to the Term of Lock-up of the Invested Shares in the events of Termination provided for in this Clause;
- (iii) in case of Termination of the Participant at the will of the Company, through dismissal with Just Cause: the Participant will no longer be entitled to receive any and all Options, regardless of whether they are Vested Options or Unvested Options, so that all Options will be automatically canceled and extinguished, by force of law, regardless of prior notice or notification and without right to any indemnification to the Participant; or
- (iv) in case of Termination of the Participant due to death or permanent disability: the Grace Period for all Options will be brought forward so that all Options will become Vested Options. The Options will be extended to their heirs and successors, by legal succession or by testamentary imposition, and may be exercised in whole or in part by the Participant's heirs, successors or surviving spouse, for a period of 36 (thirty-six) months, counted from the date of death, or until the end of the Term for Exercise of the Vested Options, if there is a period of less than 36 (thirty-six) months. All other rules described in this Plan will apply. In the cases provided for in this Clause, the Invested Shares will be released from the Term of Lock-up of Invested Shares on the date of Termination.

**9.2.** For the purposes of this Plan, "**Just Reason**" means (a) dismissal for just cause, as provided for in the Consolidated Labor Laws; (b) the reasoned termination of the contract that regulates the relationship between the Company and the Participant; and (c) the removal of the Participant from his position at the initiative of the Company arising from (i) violation, by the Participant, of any of the duties and attributions of an administrator, including, but not limited to, those provided for in articles 153 to 157 of the Corporation Law; (ii) Participant's negligence in the exercise of its attributions; (iii) criminal conviction related to intentional crimes; (iv) the practice, by the Participant, of dishonest or fraudulent acts against the Company or its Subsidiaries; (v) the practice, by the Participant, of any type of harassment; (vi) any act or omission resulting from intent or fault of the Participant and which is harmful to the business, image, or financial situation of the Company, its shareholders, or its Subsidiaries; (vii) violation of the instrument that regulates the exercise of the statutory manager's mandate entered into by the Participant with the Company and/or Subsidiaries; (viii) non-compliance with the Bylaws of the Company and/or the Articles of Incorporation or Bylaws, as applicable, of its Subsidiaries and other applicable corporate provisions; or, still, (ix) non-compliance with Brazilian anti-corruption legislation, anti-money laundering legislation and, still, the Foreign Corrupt Practices Act – FCPA or to the UK Bribery Act.

**9.3.** For the purposes of this Plan, "**Retirement**" is considered as the termination of the legal relationship of the holder of the Options with the Localiza Group due to the effective termination of the Participant's career and retirement, subject to the approval of the Board of Directors on a case-by-case basis, at its sole discretion. If the request for Retirement is the Participant's own initiative, when

evaluating the request, the Board of Directors will take into account (i) the prior notice of the request, to be made at least 6 (six) months in advance; (ii) the possible professional activity plan after the Participant's termination, which shall not include any performance in activities that compete with those of the Localiza Group; (iii) other circumstances applicable to the case. The decision of the Board of Directors will be discretionary and not linked to the rules for retirement by length of service or by age, in accordance with the rules of the official social security (INSS) or the rules for supplementing the retirement of any private plan that may come to be sponsored by the Localiza Group.

## **10. Corporate Reorganization**

**10.1.** The granting and exercise of Options under the terms of this Plan shall not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and incorporation of shares. In these cases, the Plans and Programs already in place must be respected, and it is up to the Board of Directors to assess whether it will be necessary to make any adjustment to the Programs or to propose to the General Meeting adjustments to the Plan, in order to maintain the balance of relations between the parties, without prejudice to the Company or the Participants.

**10.2.** In the event of a change in the number, type and class of the Company's shares as a result of, for example, capital increase or decrease, bonuses, splits, groupings or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, it will be up to the Board of Directors to assess the need for adjustments to the Programs and Plan, in order to avoid distortions and losses to the Company or the Participants.

**10.2.1.** The Board of Directors and the companies involved in a reorganization may, at their discretion, without prejudice to other measures that they decide in equity, determine: (a) the replacement of Options for stock options issued by the Company's successor company, with appropriate adjustments to the number of Options and Exercise Price; (b) the anticipation of the Grace Period for the Options, so that the Options can be exercised by the Participants in a timely manner to allow the inclusion of the Shares received as a result of the exercise of the Options in the transaction in question; and/or (c) the early settlement of the exercise of the Options, upon payment in cash of an amount equivalent to the value of the Shares that the Participant would be entitled to under the terms of the Plan. The adjustments made to the Plan will be binding and Participants who disagree with these adjustments will have the right to waive their Options, and the Participant will not have the right to question the decision of the Board of Directors.

## **11. Statutory POA**

**11.1.** In the event of a public offer for the acquisition of shares carried out as a result of the Company's statutory obligation, the Unvested Options will have their Grace Period anticipated, so that they will become vested options and may be exercised by the Participants. The Committee, *ad referendum* of the Board of Directors, shall establish special rules so that the Shares can be sold in the public tender offer to be carried out pursuant to the Bylaws then in force.

## **12. Term of the Plan**

**12.1.** This Plan will enter into force on the date of its approval by the Company's General Meeting and will remain in force for a period of 5 (five) years from the first grant carried out under the first Program, and may, however, be terminated, suspended or amended at any time, by decision of the General Meeting. The expiration of the Plan will not affect the effectiveness of Unvested Options granted under it.

## **13. General Provisions**

**13.1.** This Plan and the related Option Agreements (i) do not create other rights in addition to those expressly provided for in their own terms, (ii) do not provide stability or guarantee of employment or permanence in the capacity of director, manager or employee of the Company, (iii) ) nor prejudice the right of the Company or other companies under its control to, at any time and as the case may be, terminate the employment contract or terminate the mandate or relationship with the Participant, (iv) nor guarantee the right re-election or reappointment to functions in the Company or in other companies under its control.

**13.2.** Each Participant interested in joining this Plan must do so expressly when entering into the Option Agreement.

**13.3.** Any significant legal change regarding the regulation of corporations, publicly-held companies, labor legislation and/or the tax effects of a stock option plan, may lead to a complete review of this Plan.

**13.4.** Omissions will be decided by the Board of Directors or the Committee, as applicable, consulted, when deemed convenient, by the General Meeting.

\* \* \* \* \*

#### EXHIBIT 4

#### **4. Amended Long-Term Incentive Plans of the Company in marked-up version, indicating the proposed adjustments**

##### **SECOND SHARES AND MATCHING SHARES PURCHASE PLAN FROM LOCALIZA RENT A CAR S.A.**

The Second Shares and Matching Shares Purchase Plan of LOCALIZA RENT A CAR SA ("Company"), ~~proposed to be~~ approved by the Company's Extraordinary General Meeting ~~to be~~ held on April 26, 2022, **as amended by the Company's Extraordinary General Meeting held on June 27, 2022** ("Plan") is governed by the provisions below and by applicable law.

##### **1. Definitions**

**1.1** The terms below, when used herein with capital letters, will have the meanings attributed to them below, unless expressly defined otherwise:

"**Shares**" means common, registered, book-entry shares with no par value issued by the Company (B3: "RENT3") to be acquired by the Participants, strictly under the terms and conditions established in this Plan, and fully maintained under their full and legitimate ownership and ownership for the entire Grace Period at their own risk.

"**Matching Shares**" means common, registered, book-entry shares with no par value issued by the Company (B3: "RENT3") granted to Participants strictly under the terms and conditions established in this Plan, in the Program and/or in the respective Grant Agreement.

"**B3**" means B3 SA – *Brasil, Bolsa, Balcão* (Brazil, Stock Market, Counter).

"**Committee**" means the People and Remuneration Committee to advise the Company's Board of Directors or other committee created or appointed to advise the Board of Directors in the administration of this Plan.

"**Board of Directors**" means the Board of Directors of the Company.

"**Consolidated Labor Laws**" means Decree-Law No. 5,452, of May 1, 1943, as amended.

"**Grant Agreement**" means each of the private instruments entered into between the Company and the Participants, through which the Company will grant Matching Shares to the Participants.

"**Grant Date**" means, unless otherwise expressly defined in the Grant Agreements, in relation to the Matching Shares granted to each of the Participants, the date of execution of the respective Grant Agreements through which the Matching Shares are granted to the Participants.

"**Termination**" means the termination of the legal relationship of the Participants and the Company, for any reason, including, but not limited to, resignation, dismissal, replacement or termination of term of office without reelection to the position of manager, request for voluntary resignation or dismissal, with or without fair reason, retirement, permanent disability or death.

"**Bylaws**" means the Company's bylaws.

"**Localiza Group**" means the Company and its Subsidiaries.



**"ICVM 567"** means the Instruction of the Securities and Exchange Commission No. 567, of September 17, 2015, as amended.

**"Corporation Law"** means Law No. 6,404, of December 15, 1976, as amended.

**"Participants"** means the Participants of the Plan, selected under the terms of this Plan and in favor of which the Company grants one or more Matching Shares, pursuant to this Plan.

**"Grace period"** means the period defined by the Board of Directors of at least 3 (three) years from the Grant Date, during which the Participant must remain linked as a manager or employee of the Localiza Group, subject to all other conditions set forth in the Programs, in the Options Agreements and in this Plan, with the possibility of liquidation of the Matching Shares in a phased manner throughout the Grace Period.

**"Program"** means each matching share grant program which will be created, approved and/or canceled by the Board of Directors, through which the Board of Directors will define the Participants, the number of Matching Shares to be granted to each Participant and the other applicable terms and conditions, in line with the terms and conditions of this Plan.

## **2. Plan Objectives**

**2.1.** The purpose of the Plan is to allow the granting of Matching Shares to the Participants selected by the Board of Directors, to the extent that, among other conditions, said Participants invest their own resources, in a percentage linked to the amount received as (a) annual remuneration, in the case of non-CLT managers, or (b) annual profit sharing, in the case of other Participants, in the acquisition of Shares, at its sole discretion and at their own risk. Investing their own resources by the Participants in the acquisition of Shares and assuming the risk of remaining invested in the Shares during the Grace Period, the Company intends to grant the Matching Shares to the Participants, in order to align the Participants' long-term interests with those of the Company's shareholders, thus encouraging decision-making that seeks to generate sustainable value for the Company.

## **3. Eligibility and Participants**

**3.1.** Among the managers and employees of the Localiza Group, the following are eligible for the Plan (i) all Officers, statutory or not, or Senior Managers in classes 21 and above; (ii) high potential employees who are appointed by the Executive Board and approved by the Board of Directors due to their outstanding performance; and (iv) other employees who may occupy the positions established in items "i" and "ii" above, when participation in the Plan is one of the conditions established in the hiring of the professional.

**3.2.** It will be up to the Board of Directors to define the potential Participants of each Program among the managers and eligible employees, whose participation will be subject to the voluntary adherence to the Program and compliance with the conditions established in this Plan, in the Program and in the respective Grant Agreement. In order to define the high potential collaborators mentioned in item 3.1 (ii) above, the Board of Directors will take into account the performance in relation to the goals stipulated in the context of the Company's strategic and budgetary planning, having as pillars (1) financial indicators (EVA, EBT, TSR or similar); (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.

#### 4. Plan Management

4.1. The Plan and its Programs will be managed by the Board of Directors, with advice from the Committee. The Board of Directors may delegate powers provided for in this Plan to the Committee.

4.2. In compliance with the general conditions of the Plan and the guidelines established by the Company's General Meeting, the Board of Directors (or the Committee, as applicable) will have broad powers to take all necessary and appropriate measures for the administration of the Plan and Programs, including:

- (a) the creation and application of general rules relating to the granting of Matching Shares, observing the general terms of the Plan, as well as the solution of doubts regarding the interpretation of the Plan and the Programs;

- (b) the definition of potential Participants and the authorization to grant Matching Shares in their favor, establishing all the conditions for the acquisition of rights related to the Matching Shares to be granted;

- (c) authorization to deliver treasury shares to satisfy the granting of Matching Shares pursuant to the Plan, the Program and ICVM 567, the settlement of the obligation to deliver the Matching Shares in cash or, alternatively, the issuance of new Shares within the limit of the authorized capital;

- (d) the proposal of eventual amendments to the Plan to be submitted for approval by the Company's General Meeting;

- (e) the creation, alteration and/or cancellation of Programs; and

- (f) the imposition of restrictions on Matching Shares, such as periods of prohibition from trading Shares ("**Lock-up**"); and

- (g) the definition of the Grace Period applicable to each Program, not less than 3 (three) years.

4.3. In the exercise of its powers, the Board of Directors will be subject ~~only~~ to the limits established by law, in the regulations of the Securities and Exchange Commission and in the Plan, whereas it is clear that the Board of Directors (or the Committee, as applicable) may treat Participants who are in a similar situation differently, not being obliged, by any rule of isonomy or analogy, to extend to all the conditions that it deems applicable only to one or some individuals.

4.4. The resolutions of the Board of Directors (or the Committee, as applicable) have binding force for the Company in relation to all matters related to the Plan and the Programs.

4.5. The Board of Directors may elect new Participants to the Programs in progress.

4.6. Participants may not participate in the implementation and management of the Plan. Thus, in the event that any Participant becomes a member of the Board of Directors or the Committee, said Participant will not participate in the administration of the Plan and must abstain from resolutions that have as their object the implementation or administration of the Plan.

#### 5. Granting of Matching Shares

5.1. In each Program, as a condition for the Participant to participate in the Program and receive Matching Shares, the Participant shall, at his/her sole discretion, make a prior investment in Shares,

using his/her own funds in an amount equivalent to certain percentages of the amount received from the Company as (a) annual remuneration, in the case of non-CLT managers, or (b) profit sharing, in the case of other Participants, referring to the year prior to joining the Program ("**Invested Shares**"), as below.

(i) if both the Matching Program and the Stock Options Program are approved in the respective fiscal year, the participants must make a prior investment in each of the Programs equivalent to a maximum of (a) fifteen percent (15%) of their annual compensation for the previous year for non-CLT managers; or (b) twenty-five percent (25%) of the total net amount (net of income tax) received as profit sharing for the previous year for the other participants;

(ii) if only one of the Programs is approved (Matching Share or Stock Options Program), the Participant's prior investment may not represent an amount greater than the equivalent of (a) thirty percent (30%) of the annual remuneration for the previous year for the non-CLT managers; or (b) fifty percent (50%) of the total net amount (net of withholding tax) received as profit sharing for the previous year for the other participants.

~~(i) In the case of non-executive directors of the Company or its subsidiaries, the investment prior to participating in the Program will be, in combination, limited to 30% (thirty percent) of the net amount (net of income tax) of the annual compensation for the previous year, to be defined by the Board of Directors.~~

~~(ii) In the case of the other participants, the investment prior to the participation in the Program must be, in combination, limited to 50% (fifty percent) of the net amount (net of income tax) received as profit sharing for the previous year.~~

**5.1.1.** When deciding on the inclusion of new Participants in ongoing Programs, as per sub item "iv" of Item 3.1 and 4.5 above, the Board of Directors will establish the minimum number of Invested Shares that must be held by the Participant based on the Participant's position and its projected annual compensation.

**5.1.2.** Participants must acquire the Invested Shares in B3 at the market price negotiated at the time of acquisition.

**5.1.3.** The Program will define the term for the acquisition and payment of the Invested Shares by the respective Participant. If the established term coincides with the period of prohibition to trade with securities issued by the Company, the period for the purchase of Shares will be suspended during the period of prohibition, and will resume as soon as trading is resumed.

**5.1.4.** The Participant may use, at his/her sole discretion, Shares already held prior to joining the Program, for purposes of prior investment in Invested Shares and the Term of Lock-up of Invested Shares.

**5.2.** The Invested Shares may be sold as long as the Matching Share Grace Period is fulfilled, always in a proportion similar to the share of the Matching Shares delivered to the Participant in relation to the totality of Matching Shares that the Participant shall receive at the end of the Grace Period ("**Term of Lock-up of Invested Shares**"). The Participant must authorize the blocking for trading of the Invested Shares in the books of the depository institution of the Company's book-entry shares, during the Term of Lock-up of Invested Shares.

**5.2.1.** During the Term of Lock-up of the Invested Shares, the negotiation, sale, encumbrance or rental of the Invested Shares or the carrying out of operations involving derivatives, or not, that configure short positions in Shares is prohibited.

**5.2.2.** Unlocking the Invested Shares before the end of the Lock-up of the Invested Shares will imply the automatic termination of Matching Shares, by force of law, regardless of prior notice or indemnification.

**5.3.** For each 1 (one) Invested Share acquired pursuant to Item **Erro! Fonte de referência não encontrada.** above, the Participant will be entitled to receive up to 3 (three) Matching Shares ("Share Basket").

**5.3.1.** The proportion of Matching Shares for each Share that makes up the Share Basket may be changed in the cases provided for in Item 7 below.

**5.4.** The granting of Matching Shares is carried out through the execution of Grant Agreements between the Company and the Participants, within the period established in the respective Program, in which the Participants must declare their awareness of the risks involved, especially related to (i) acquisition of the Invested Shares, which will be subject to loss of liquidity and devaluation during periods of Lock-up and (ii) the extinction of the Matching Shares, in the cases listed in item 6.3 below.

**5.4.1.** The Grant Agreement constitutes an onerous transaction of an exclusively commercial nature and does not create any labor obligation or of a social security nature between the Localiza Group and the Participants, whether they are statutory managers or employees. Adherence to each Program is voluntary, implying awareness and acceptance by the Participant of the burden and risks involved in investing in the Company's Shares.

**5.5.** The transfer of Matching Shares for the Participants will only take place with the implementation of the conditions and terms set forth in this Plan, in the Programs and in the Grant Agreements, so that the granting of the right to receive the Matching Shares does not in itself guarantee the Participant any rights over Matching Shares nor represents the guarantee of its receipt.

**5.6.** Until the date on which the ownership of the Matching Shares is effectively transferred to the Participants, under the terms of this Plan, the Programs and the Grant Agreements, the Participants will not have any of the rights and privileges of a shareholder of the Company in relation to such Matching Shares, in particular, the right to vote and the right to receive dividends and interest on equity related to the Matching Shares, except as provided for in this Plan.

**5.7.** Notwithstanding the provisions of Item 5.6 above, the Board of Directors may establish in the Program the payment of the amount equivalent to such dividends or interest on equity in cash or in shares, as established in the respective Program and Grant Agreement.

## **6. Acquisition of Rights Related to Matching Shares**

**6.1.** The Participant's right to effectively receive the Matching Shares will depend on the cumulative verification of all the conditions below, without prejudice to other conditions that may be defined in the Programs and/or in the Grant Agreements:

(i) Condition of permanence: The Participant shall remain continuously linked as an manager, employee or service provider of the Company or of a company under its control, as the case may be, during the Grace Period; and

(ii) Lock-up: The Participant shall maintain full, legitimate and uninterrupted ownership of all Invested Shares throughout the Term of Lock-up of the Invested Shares, and must submit to the Company, whenever requested, the documents to prove the uninterrupted maintenance of ownership of the Shares.

**6.2.** Once the conditions established in Item 6.1 above, and provided that the applicable legal and regulatory requirements are observed, the Company will transfer, through a private transaction, to the name of the Participants, within a period of 60 (sixty) days from the end of each Grace Period, or another scheduled date in the Grant Agreement after the Grace Period, as applicable, the number of Matching Shares to which the Participants are entitled.

**6.3.** The right to receive the Matching Shares under the terms of this Plan will be automatically extinguished and without any right to indemnification, ceasing all its effects by law, in the following cases:

- (i) upon termination of the Grant Agreement;
- (ii) if the Company is dissolved, liquidated or has its bankruptcy decreed; or
- (iii) in the cases provided for in Item 9 of this Plan.

**6.4.** Participants will be subject to rules restricting the use of privileged information applicable to publicly-held companies in general and to those established by the Company.

## **7. Adjustment in the Amount of Matching Shares**

**7.1.** In order to preserve the balance of the value of the Matching Shares upon delivery to each Participant, the Board of Directors may make adjustments to the quantities of Matching Shares to be granted to each Participant, aiming to neutralize the impacts on the price of Shares generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in force on the Grant Date, for adjustment according to the amount corresponding to the difference between the amount of the net income distributed by the Company and the minimum mandatory dividend; and (ii) subscription and payment of new shares, for adjustment based on the value of the right, which will be calculated based on the last price prior to the "EX" date.

**7.1.1.** In the event of distribution of interest on equity in an amount greater than the mandatory dividend, the number of Matching Shares will not be adjusted.

**7.2.** In the event of a grouping, split, bonus or any proceeds in new shares, the liquidation of the Matching Shares will be made with "EX" securities, adjusting the number of Matching Shares proportionally to the percentage of the grouping, split, bonus or other income in new shares.

**7.3.** No fraction of Shares will be granted as Matching Shares.

## **8. Shares Subject to the Plan**

**8.1.** Shares representing a maximum of ~~2.5% (two point five percent)~~ **1.5% (one point five percent)** of the total number of shares issued by the Company ~~on December 31, 2021,~~ **calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares**, may be delivered to Participants, within the scope of this Plan, together with the Second Bonus plan in Deferred Shares and the Fifth Stock Option Plan of the Company to be approved on this date ("**Incentive Plans**"), ~~corresponding to 18,961,666.75 shares~~. In the event of a change in the number, type and class of the Company's shares as a result of, for example, a capital increase or reduction, bonuses, splits, reverse splits, conversion of shares of one type or class into another, or conversion into shares of other securities issued by the Company, the Board of Directors may make adjustments in such amounts, in order to avoid distortions and losses to the Company or the Beneficiaries. ~~If any of the Incentive Plans are not approved on this date, the limit of shares provided for in this Clause will remain in effect in relation to the Incentive Plans that are approved on this date.~~

**8.2.** The Matching Shares received under the terms of the Plan will maintain all rights pertinent to their type after the effective receipt by the Participant, except for any provision to the contrary established by the Board of Directors.

## **9. Hypotheses of Termination from the Company and its Effects**

**9.1** Unless otherwise provided for in the Program and/or in the Grant Agreement, in the event of Termination of the Participant from the Company, the rights to the Matching Shares granted to it in accordance with this Plan may be terminated or modified, as described below.

- (i) (a) in case of Termination of the Participant of his own volition, through voluntary resignation or resignation; or (b) by the will of the Company, through dismissal, dismissal or non-reelection to the position without Just Reason: the Participant will be entitled to receive Matching Shares whose Grace Period has been completed and which have not yet been delivered, under the terms of the applicable Grant Program and Agreement, provided that the Participant will lose any and all rights related to the Matching Shares whose Grace Period has not yet been fully complied with on the date of Termination, which will be automatically canceled and extinguished on the date of Termination, by force of law, regardless of prior notice or notification and without the right to any indemnification to the Participant;
- (ii) in case of Termination by agreement between the Company and the Participant, including retirement agreed between the parties: the Participant will be entitled to receive the Matching Shares whose Grace Period has been completed on the Termination date and have not yet been delivered, under the terms of the applicable Program and Grant Agreement, provided that the Participant may, at the discretion of the Board of Directors or as defined in the Program, receive other Matching Shares in the hypotheses and dates originally provided for in the Program and in its Grant Agreement, subject to the condition that the Participant, in this case, does not work in a competing company and/or fulfills other additional conditions established by the Board of Directors. The Program or the Board of Directors will define whether the Invested Shares will continue to be subject to the Term of Lock-up of the Invested Shares in the events of Termination provided for in this sub-item "ii";
- (iii) in case of Termination of the Participant at the will of the Company, through dismissal with Just Cause: the Participant will no longer be entitled to receive any and all Matching Shares to which he/she would be entitled under the terms of the respective Grant Program and Agreement, regardless of whether the Grace Periods have already been completed, or not, at the time of Termination, so that all Matching Shares shall be automatically canceled and extinct, by force of law, regardless of prior notice or notification and without the right to any indemnification to the Participant; or
- (iv) in case of Termination of the Participant due to death or permanent disability: the Participant or his/her estate or heir(s), as applicable, will be entitled to receive all the Matching Shares, regardless of compliance with the Grace Period on the Termination date, pursuant to the respective Grant Program and Agreement. In the hypotheses provided for in this sub-item "iv", the Invested Shares will be released from the Term of Lock-up of Invested Shares on the date of Termination.

**9.2.** For the purposes of this Plan, "**Just Reason**" means (a) dismissal for just cause, as provided for in the Consolidated Labor Laws; (b) the reasoned termination of the contract that regulates the relationship between the Company and the Participant; and (c) the removal of the Participant from his position at the initiative of the Company arising from (i) violation, by the Participant, of any of the duties



and attributions of a manager, including, but not limited to, those provided for in articles 153 to 157 of the Corporation Law; (ii) Participant's negligence in the exercise of its attributions; (iii) criminal conviction related to intentional crimes; (iv) the practice, by the Participant, of dishonest or fraudulent acts against the Company or its Subsidiaries; (v) the practice, by the Participant, of any type of harassment; (vi) any act or omission resulting from intent or fault of the Participant and which is harmful to the business, image, or financial situation of the Company, its shareholders, or its Subsidiaries; (vii) violation of the instrument that regulates the exercise of the statutory manager's mandate entered into by the Participant with the Company and/or Subsidiaries; (viii) non-compliance with the Bylaws and/or the Articles of Incorporation or Bylaws, as applicable, of its Subsidiaries and other applicable corporate provisions; or, further, (ix) non-compliance with Brazilian anti-corruption legislation, anti-money laundering legislation and, further, the Foreign Corrupt Practices Act – FCPA or Bribery Act from the UK.

**9.3.** For the purposes of this Plan, "**Retirement**" is considered as the termination of the legal relationship of the holder of the Matching Share with the Localiza Group for the effective termination of the Participant's career and retirement, subject to case-by-case approval by the Board of Directors, at its sole discretion. If the request for Retirement is the Participant's own initiative, when evaluating the request, the Board of Directors will take into account (i) the prior notice of the request made at least 6 (six) months in advance; (ii) the possible professional activity plan after the Participant's termination, which shall not include any performance in activities that compete with those of the Localiza Group; (iii) other circumstances applicable to the case. The decision of the Board of Directors will be discretionary and not linked to the rules for retirement by length of service or by age, in accordance with the rules of the official social security (INSS) or the rules for supplementing the retirement of any private plan that may come to be sponsored by the Localiza Group.

## **10. Corporate Reorganization**

**10.1.** The granting of Matching Shares under the terms of this Plan, it will not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and incorporation of shares. In these cases, the Plans and Programs already in place must be respected, and it is up to the Board of Directors to assess whether it will be necessary to make any adjustment to the Programs or to propose to the General Meeting adjustments to the Plan, in order to maintain the balance of relations between the parties, without prejudice to the Company or the Participants.

**10.2.** In the event of a change in the number, type and class of the Company's shares as a result, for example, of a capital increase or reduction, bonuses, splits, reverse splits or conversion of shares of one type or class into another or conversion into shares of other values securities issued by the Company, it will be up to the Board of Directors to assess the need for adjustments to the Programs and Plan, in order to avoid distortions and losses to the Company or the Participants.

**10.2.1.** The Board of Directors and the companies involved in a reorganization may, at their discretion, without prejudice to other measures that they decide in equity, determine: (a) the replacement of the Matching Shares for shares issued by the Company's successor company, with the appropriate adjustments in the number of Matching Shares; (b) the anticipation of the Grace Period of Matching Shares, so that the Matching Shares may be received by the Participants in a timely manner to allow the inclusion of shares resulting from the delivery of Matching Shares in the operation in question; and/or (c) the payment in cash of an amount equivalent to the value of the Matching Shares to which the Participant would be entitled under the Plan. The adjustments made to the Plan will be binding and Participants who disagree with these adjustments will have the right to waive their Matching Shares, and the Participant is not entitled to question the decision of the Board of Directors.

## **11. Statutory POA**

**11.1.** In the event of a public offering for the acquisition of shares carried out as a result of the Company's statutory obligation, the Matching Shares will have their Grace Period anticipated, so that they will be delivered to the Participants. The Committee, *ad referendum* of the Board of Directors, shall establish special rules so that the Shares delivered to the Participants as a result of the liquidation of the Matching Shares may be sold in the takeover bid to be made pursuant to the Bylaws then in force.

## **12. Term of the Plan**

**12.1.** This Plan will enter into force on the date of its approval by the Company's General Meeting and will **remain** in force for a period of 5 (five) years from the first grant carried out under the first Program, and may, however, be terminated, suspended or amended, at any time, by decision of the General Meeting. The expiration of the Plan will not affect the effectiveness of Matching Shares still pending granted on the basis of it.

## **13. General Provisions**

**13.1.** This Plan and the related Grant Agreements (i) do not create other rights beyond those expressly provided for in their own terms, (ii) do not provide stability or guarantee of employment or permanence in the capacity of director, manager or employee of the Company, (iii) ) nor prejudice the right of the Company or other companies under its control to, at any time and as the case may be, terminate the employment contract or terminate the mandate or relationship with the Participant, (iv) nor guarantee the right re-election or reappointment to functions in the Company or in other companies under its control.

**13.2.** Each Participant interested in joining this Plan must do so expressly when entering into the Grant Agreement.

**13.3** Any significant legal change regarding the regulation of corporations, publicly-held companies, labor legislation and/or the tax effects of a matching stock grant plan, may lead to a full review of this Plan.

**13.4.** Omissions will be decided by the Board of Directors or the Committee, as applicable, consulted, when deemed convenient, by the General Meeting.

**13.5.** If applicable, the Company is authorized to proceed with the reduction of the total number of Matching Shares to be delivered to the Participant, or any other way it deems convenient and adequate to meet the legal requirements, in an amount equivalent to the taxes to which it is legally obliged to proceed with withholding for payment on behalf of the Participant.

\* \* \* \* \*

## SECOND BONUS PLAN IN DEFERRED SHARES OF LOCALIZA RENT A CAR SA

This Second Deferred Shares Bonus Plan of LOCALIZA RENT A CAR SA ("Company"), ~~proposed to be~~ approved by the Company's Extraordinary General Meeting ~~to be~~ held on April 26, 2022, **as amended by the Company's Extraordinary General Meeting held on June 27, 2022** ("Plan") is governed by the provisions below and applicable law.

### 1. Definitions

**1.1.** The terms below, when used herein with capital letters, will have the meanings attributed to them below, unless expressly defined otherwise:

"**Shares**" means common, registered, book-entry shares with no par value issued by the Company (B3: "RENT3").

"**Deferred Shares**" means the Shares to be granted to the Participants, strictly under the terms and conditions established in this Plan.

"**B3**" means B3 SA – Brasil, Bolsa, Balcão (Brazil, Stock Market, Counter).

"**Committee**" means the People and Remuneration Committee to advise the Company's Board of Directors or other committee created or appointed to advise the Board of Directors in the administration of this Plan.

"**Board of Directors**" means the Board of Directors of the Company.

"**Consolidated Labor Laws**" means Decree-Law No. 5,452, of May 1, 1943, as amended.

"**Grant Agreement**" means each of the private instruments entered into between the Company and the Participants, through which the Company will grant Deferred Shares to the Participants.

"**Grant Date**" means, unless otherwise expressly defined in the Grant Agreements, in relation to the Deferred Shares granted to each of the Participants, the date of execution of the respective Grant Agreements through which the Deferred Shares are granted to the Participants .

"**Termination**" means the termination of the legal relationship between the Participants and the Company, for any reason, including, but not limited to, resignation, dismissal, replacement or termination of term of office without reelection to the position of manager, request for voluntary resignation or dismissal, with or without Just Reason, retirement, permanent disability or death.

"**Bylaws**" means the Company's bylaws.

"**Localiza Group**" means the Company and its Subsidiaries.

"**ICVM 567**" means the Instruction of the Securities and Exchange Commission No. 567, of September 17, 2015, as amended.

"**Corporation Law**" means Law No. 6,404, of December 15, 1976, as amended.

"**Participants**" means the participants of the Plan, selected under the terms of this Plan, in favor of which the Company grants one or more Deferred Shares, under the terms of this Plan.

"**Grace period**" means the period defined by the Board of Directors, of at least 3 (three) years as of the Grant Date, during which the Participant must remain binding as an manager or employee of the

Localiza Group as a condition for having the right to receive the Deferred Shares granted, and the Deferred Shares may be settled in a phased manner throughout the Grace Period.

"**Program**" means each program for the granting of Deferred Shares that will be created, approved and/or canceled by the Board of Directors, through which the Board of Directors will define the Participants, the number of Deferred Shares to be granted to each Participant and the other terms and applicable conditions, in line with the terms and conditions of this Plan.

## **2. Plan Objectives**

**2.1.** The purpose of the Plan is to retain and attract talent, as well as to recognize high performance. Therefore, the Plan allows the granting of Deferred Shares to Participants selected by the Board of Directors, whose right will be conditioned to the fulfillment of the Grace Period. By linking the right to the Deferred Shares to the fulfillment of the Grace Period, the Company intends to encourage the retention of Participants and the search for value creation for the Company's shareholders, generating an alignment of the Participants' long-term interests with those of the Company's shareholders.

## **3. Eligibility and Participants**

**3.1.** Among the managers and employees of the Localiza Group, the following are eligible for the Plan (i) all Officers, whether statutory or not, or Senior Managers in classes 21 and above; (ii) high potential employees who are appointed by the Executive Board and approved by the Board of Directors due to their outstanding performance; and (iii) other employees who may occupy the positions established in items "i" and "ii" above, when participation in the Plan is one of the conditions established in the hiring of the professional.

**3.2.** It will be up to the Board of Directors to define the potential Participants of each Program among the managers and eligible employees, whose participation will be subject to voluntary adhesion to the Program and compliance with the conditions established in this Plan, in the Program and in the respective Grant Agreement. In order to define the high potential collaborators mentioned in item 3.1 (ii) above, the Board of Directors will take into account the performance in relation to the goals stipulated in the context of the Company's strategic and budgetary planning, having as pillars (1) financial indicators (EVA, EBT, TSR or similar); (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.

## **4. Plan Management**

**4.1.** The Plan and its Programs will be managed by the Board of Directors, with advice from the Committee. The Board of Directors may delegate the powers provided for in this Plan to the Committee.

**4.2.** In compliance with the general conditions of the Plan and the guidelines established by the Company's General Meeting, the Board of Directors (or the Committee, as applicable) will have broad powers to take all necessary and appropriate measures for the management of the Plan and its Programs, including:

(a) the creation and application of general rules relating to the granting of Deferred Shares, observing the general terms of the Plan, as well as the solution of doubts regarding the interpretation of the Plan and the Programs;

(b) the definition of potential Participants and the authorization to grant Deferred Shares in their favor, establishing all the conditions for the acquisition of rights related to the Deferred Shares to be granted;

(c) authorization to deliver treasury shares to satisfy the granting of Deferred Shares under the terms of the Plan, Program and ICVM 567, the settlement of the obligation to deliver the Shares deferred in cash or, alternatively, the issuance of new Shares within the authorized capital limit;

(d) the proposal of eventual amendments to the Plan to be submitted for approval by the Company's General Meeting;

(e) the creation, alteration and/or cancellation of Programs;

(f) the imposition of restrictions on the Deferred Shares, such as periods of prohibition from trading Shares ("**Lock-up**"); and

(g) the definition of the Grace Period applicable to each Program, not less than 3 (three) years.

**4.3.** In the exercise of its powers, the Board of Directors will be subject ~~only~~ to the limits established by law, in the regulations of the Securities and Exchange Commission and in the Plan, whereby it is clear that the Board of Directors (or the Committee, as applicable) may treat Participants who are in a similar situation differently, not being obliged, by any rule of isonomy or analogy, to extend to all the conditions that it deems applicable only to some or some.

**4.4.** The resolutions of the Board of Directors (or the Committee, as applicable) have binding force for the Company and the Participants in relation to all matters related to the Plan and the Programs.

**4.5.** The Board of Directors may elect new Participants to the Programs in progress.

**4.6.** Participants may not participate in the implementation and administration of the Plan. Thus, in the event that any Participant becomes a member of the Board of Directors or the Committee, said Participant will not participate in the administration of the Plan and must abstain from resolutions that have as their object the implementation or administration of the Plan.

## **5. Granting of Deferred Shares**

**5.1.** The Board of Directors will approve Programs, electing the Participants in favor of which Deferred Shares may be granted under the terms of this Plan and the respective Programs.

**5.2.** The granting of Deferred Shares is carried out through the execution of Grant Agreements between the Company and the Participants, within the period established in the respective Program.

**5.3.** The transfer of the Deferred Shares to the Participants will only occur with the implementation of the conditions and terms set forth in this Plan, in the Programs and in the Grant Agreements, so that the granting of the right to receive the Deferred Shares itself does not guarantee the Participant any rights on the Deferred Shares or even represents the guarantee of their receipt.

**5.4.** Until the date on which the ownership of the Deferred Shares is effectively transferred to the Participants, pursuant to this Plan, the Program and the Grant Agreements, the Participants will not have any of the Company's shareholder rights and privileges in relation to such Deferred Shares, in particular, the right to vote and the right to receive dividends and interest on equity related to the Deferred Shares, except as provided for in this Plan.

**5.5.** Notwithstanding the provisions of Item 5.6 above, the Board of Directors may establish in the Program the payment of the amount equivalent to dividends or interest on equity distributed in relation to the Deferred Shares in cash or in shares, upon the acquisition of the right to receive the Deferred Shares granted, in the form to be established in the respective Grant Program and Agreement.

5.6. The Board of Directors may establish other rules and conditions for the acquisition of Deferred Shares, as well as impose restrictions on their transfer, and may also reserve repurchase options and/or preemptive rights for the Company in the event of disposal by the Participant of these same Deferred Shares, as may be provided for in the respective Grant Agreement.

## 6. Shares Subject to the Plan

6.1. Shares representing a maximum of ~~2.5% (two point five percent)~~ **1.5% (one point five percent)** of the total number of shares issued by the Company ~~on December 31, 2021, calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares,~~ may be delivered to Participants, within the scope of this Plan, together with the Second shares and matching shares purchase plan and the Fifth Stock Option Plan of the Company to be approved on this date ("Incentive Plans"), ~~corresponding to 18,961,666.75 shares.~~ In the event of a change in the number, type and class of the Company's shares as a result of, for example, a capital increase or reduction, bonuses, splits, reverse splits, conversion of shares of one type or class into another, or conversion into shares of other securities issued by the Company, the Board of Directors may make adjustments in such amounts, in order to avoid distortions and losses to the Company or the Beneficiaries. ~~If any of the Incentive Plans are not approved on this date, the limit of shares provided for in this Clause will remain in effect in relation to the Incentive Plans that are approved on this date.~~

6.2. In order to satisfy the settlement of the Deferred Shares and delivery of Shares under the terms of the Plan, the Company, subject to applicable law and regulation, will dispose of shares held in treasury, through a private transaction, at no cost to the Participants, pursuant to the ICVM 567.

6.3. The Deferred Shares received under the terms of the Plan will maintain all the rights pertinent to their type after the effective receipt by the Participant, except for any provision to the contrary established by the Board of Directors.

## 7. Acquisition of Rights Related to Deferred Shares

7.1. Without prejudice to other conditions that may be defined in the Programs and/or the Grant Agreements, the Participant's right to effectively receive the Deferred Shares will depend on the verification of their permanence in the Company, that is, the Participant must comply with the Grace Period, remaining continuously linked as a manager or employee of the Company or its Subsidiaries, as the case may be, during the Grace Period ("Remaining Conditions"). In order to remain in the company, Participants are annually evaluated based on their performance, with targets set in the context of the Company's strategic and budgetary planning, based on indicators (1) financial (EVA, EBT, TSR or similar); (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.

7.2. Once the conditions established in Item 7.1 above, and provided that the applicable legal and regulatory requirements are observed, the Company will transfer, through a private transaction, to the name of the Participants, within a period of 60 (sixty) days from the end of each Grace Period, or another date provided for in the Grant Agreement after the Grace Period, as applicable, the number of Deferred Shares to which the Participants are entitled.

7.3. The right to receive or settle the Deferred Shares under the terms of this Plan will be automatically extinguished and without any right to indemnification, ceasing all its effects by operation of law, in the following cases:

- (i) upon termination of the Grant Agreement;



(ii) if the Company is dissolved, liquidated or has its bankruptcy decreed; or

(iii) in the cases provided for in Item 9 of this Plan.

**7.4.** Participants will be subject to rules restricting the use of privileged information applicable to publicly-held companies in general and to those established by the Company.

## **8. Adjustment in the Number of Deferred Shares**

**8.1.** In order to preserve the balance of the value of the Deferred Shares in the settlement of their exercise by each Participant, the Board of Directors may promote adjustments in the quantities of Deferred Shares granted to each Participant, in order to neutralize the impacts on the price of the Shares generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in effect on the Grant Date, for adjustment based on the amount corresponding to the difference between the amount of net income distributed by the Company and the minimum mandatory dividend; and (ii) subscription and payment of new Shares, for adjustment based on the value of the right, which will be calculated based on the last price prior to the "EX" date.

**8.1.1.** In the event of distribution of interest on shareholders' equity in an amount greater than the mandatory dividend, the number of Deferred Shares will not be adjusted.

**8.2.** In the event of a reverse split, split, bonus or any proceeds in new shares, the settlement of the Deferred Shares will be made with "EX" securities, adjusting the number of Deferred Shares in proportion to the percentage of the reverse split, split, bonus or other proceeds in new shares.

**8.3.** No fraction of Shares will be delivered upon settlement of the Deferred Shares.

## **9. Hypotheses of Termination of the Company and its Effects**

**9.1.** Unless otherwise provided for in the Program and/or in the Grant Agreement and/or resolved by the Board of Directors, in the event of Termination of the Participant from the Company, the rights to the Deferred Shares granted to him in accordance with this Plan will be extinguished or modified, as below.

- (i) (a) in case of Termination of the Participant of his own volition, through voluntary resignation or resignation; or (b) at the will of the Company, through dismissal, dismissal or non-reelection to the position without Just Reason: the Participant will be entitled to receive the Deferred Shares whose Permanence Conditions have been fulfilled and which have not yet been delivered, under the terms of the applicable Program and Grant Agreement, provided that the Participant will lose any and all rights related to the Deferred Shares whose Conditions of Permanence have not yet been fully complied with on the date of Termination, which will be automatically canceled and extinguished on the date of Termination, by operation of law, regardless of prior notice or notification and without the right to any indemnification to the Participant;
- (ii) in case of Termination by agreement between the Company and the Participant, including retirement agreed between the parties: the Participant will be entitled to receive the Deferred Shares whose Permanence Conditions have been fulfilled on the Termination date and have not yet been delivered, under the terms of the respective Program and the applicable Grant Agreement, provided that the Participant may, at the discretion of the Board Administration or as defined in the Program, receive the other Deferred Shares or proportional amount of said Deferred Shares in the cases and dates originally provided for in the Program and in its Grant Agreement, subject to the

condition that the Participant, in this case, does not act in a competing company and/or fulfills other conditions additional established by the Board of Directors;

- (iii) in case of Termination of the Participant at the will of the Company, through dismissal, dismissal or non-reelection to the position with Just Cause: the Participant will no longer be entitled to receive any and all Deferred Shares to which he or she would be entitled under the terms of the respective Program and Grant Agreement, regardless of whether the Permanence Conditions have already been fulfilled, or not, at the time of Termination, so that all Deferred Shares will be automatically canceled and extinguished, by force of law, regardless of prior notice or notification and without the right to any indemnification to the Participant; or
- (iv) in case of Termination of the Participant due to death or permanent disability: the Participant or his/her estate or his/her heir(s), as applicable, will be entitled to receive all the Deferred Shares, regardless of compliance with the Service and Performance Conditions on the Termination date, pursuant to the respective Program and Agreement of Grant.

**9.2.** For the purposes of this Plan, “**Just Reason**” means (a) dismissal for just cause, as provided for in the Consolidated Labor Laws; (b) the reasoned termination of the contract that regulates the relationship between the Company and the Participant; and (c) the removal of the Participant from his position at the initiative of the Company arising from (i) violation, by the Participant, of any of the duties and attributions of a manager, including, but not limited to, those provided for in articles 153 to 157 of the Corporation Law; (ii) Participant's negligence in the exercise of his attributions; (iii) criminal conviction related to intentional crimes; (iv) the practice, by the Participant, of dishonest or fraudulent acts against the Company or its Subsidiaries; (v) the practice, by the Participant, of any type of harassment; (vi) any act or omission resulting from intent or fault of the Participant and which is harmful to the business, image, or financial situation of the Company, its shareholders, or its Subsidiaries; (vii) violation of the instrument that regulates the exercise of the statutory manager's mandate entered into by the Participant with the Company and/or Subsidiaries; (viii) non-compliance with the Bylaws and/or the Articles of Incorporation or Bylaws, as applicable, of its Subsidiaries and other applicable corporate provisions; or, further, (ix) non-compliance with Brazilian anti-corruption legislation, anti-money laundering legislation and, further, the Foreign Corrupt Practices Act – FCPA or Bribery Act from the UK.

**9.3.** For the purposes of this Plan, “**Retirement**” is considered as the termination of the legal relationship of the holder of the Deferred Shares with the Localiza Group due to the effective termination of the Participant's career and retirement, subject to the approval of the Board of Directors on a case-by-case basis, at its sole discretion. If the request for Retirement is the Participant's own initiative, when evaluating the request, the Board of Directors will take into account (i) the prior notice of the request made at least 6 (six) months in advance; (ii) the possible professional activity plan after the Participant's termination, which shall not include any performance in activities that compete with those of the Localiza Group; (iii) other circumstances applicable to the case. The decision of the Board of Directors will be discretionary and not linked to the rules for retirement by length of service or by age, in accordance with the rules of the official social security (INSS) or the rules for supplementing the retirement of any private plan that may come to be sponsored by the Localiza Group.

## **10. Corporate Reorganization**

**10.1.** The granting of Deferred Shares under the terms of this Plan will not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and incorporation of shares. In these cases, the Plans and Programs already in place must be respected, and it is up to the Board of Directors to assess whether it will be necessary to make any adjustment to the Programs or to propose to the General Meeting adjustments to the Plan, in order to

maintain the balance of relations between the parties, without prejudice to the Company or the Participants.

**10.2.** In the event of a change in the number, type and class of the Company's Shares as a result of, for example, capital increase or decrease, bonuses, splits, groupings or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, it will be up to the Board of Directors to assess the need for adjustments to the Programs and Plan, in order to avoid distortions and losses to the Company or the Participants.

**10.2.1.** The Board of Directors and the companies involved in a reorganization may, at their discretion, without prejudice to other measures that they decide in equity, determine: (a) the replacement of the Shares object of the Deferred Shares by shares issued by the Company's successor company, with appropriate adjustments to the number of Deferred Shares; (b) the anticipation of the Grace Period for the Deferred Shares, so that the Shares can be granted to the Participants in a timely manner to allow the inclusion of the Shares in the transaction in question; and/or (c) the payment in cash of an amount equivalent to the value of the Shares to which the Participant would be entitled under the Plan. The adjustments made to the Plan will be binding and Participants who disagree with these adjustments will have the right to waive their Deferred Shares, and the Participant will not have the right to question the decision of the Board of Directors in this respect.

## **11. Statutory POA**

**11.1.** In the event of a public offering for the acquisition of shares carried out as a result of the Company's statutory obligation, the Deferred Shares will have their Grace Period anticipated and the performance condition will be waived, so that the Deferred Shares may be delivered to the Participants. The Committee, *ad referendum* of the Board of Directors, shall establish special rules so that the Shares can be sold in the public tender offer to be carried out pursuant to the Bylaws then in force.

## **12. Term of the Plan**

**12.1.** This Plan will enter into force on the date of its approval by the Company's General Meeting and will remain in force for a period of 5 (five) years from the first grant carried out under the first Program, and may, however, be terminated, suspended or amended at any time, by decision of the General Meeting. The expiration of the Plan will not affect the effectiveness of the Deferred Shares still outstanding granted based on it.

## **13. General Provisions**

**13.1.** This Plan and the related Grant Agreements (i) do not create other rights beyond those expressly provided for in their own terms, (ii) do not provide stability or guarantee of employment or permanence in the capacity of director, manager or employee of the Company, (iii) ) nor prejudice the right of the Company or other companies under its control to, at any time and as the case may be, terminate the employment contract or terminate the mandate or relationship with the Participant, (iv) nor guarantee the right re-election or reappointment to functions in the Company or in other companies under its control.

**13.2.** Each Participant interested in joining this Plan must do so expressly when entering into the Grant Agreement.

**13.3.** Any significant legal change regarding the regulation of corporations, publicly-held companies, labor legislation and/or the tax effects of a deferred shares grant plan, may lead to a full review of this Plan.

**13.4.** Omissions will be regulated by the Board of Directors, consulted, when deemed convenient, by the General Meeting.

**13.5.** If applicable, the Company is authorized to proceed with the reduction of the total number of Deferred Shares to be delivered to the Participant, or in any other way it deems convenient and adequate to meet the legal requirements, in an amount equivalent to the taxes to which it is legally obliged to proceed with withholding for collection on behalf of the Participant.

\* \* \* \* \*

## FIFTH STOCK OPTIONS PLAN OF LOCALIZA RENT A CAR SA

The present Fifth Stock Options Plan of LOCALIZA RENT A CAR SA ("**Company**"), ~~proposed to be~~ approved by the Company's Extraordinary General Meeting ~~to be~~ held on April 26, 2022, **as amended by the Company's Extraordinary General Meeting held on June 27, 2022** ("**Plan**") is governed by the provisions below and applicable law.

### 1. Definitions

**1.1.** The expressions below, when used herein with capital letters, will have the meanings attributed to them below, unless expressly defined otherwise:

"**Shares**" means common, registered, book-entry shares with no par value issued by the Company (B3: "RENT3").

"**B3**" means B3 SA – Brasil, Bolsa, Balcão (Brazil, Stock Market, Counter).

"**Committee**" means the People and Remuneration Committee to advise the Company's Board of Directors or other committee created or appointed to advise the Board of Directors in the administration of this Plan.

"**Board of Directors**" means the Board of Directors of the Company.

"**Consolidated Labor Laws**" means Decree-Law No. 5,452, of May 1, 1943, as amended.

"**Option Agreement**" means each of the private instruments entered into between the Company and the Participants, through which the Participants may receive Options.

"**Termination**" means the termination of the legal relationship of the Participants and the Company, for any reason, including, but not limited to, resignation, dismissal, replacement or termination of term of office without reelection to the position of manager, request for voluntary resignation or dismissal, with or without fair reason, retirement, permanent disability or death.

"**Bylaws**" means the Company's bylaws.

"**Localiza Group**" means the Company and its Subsidiaries.

"**Corporation Law**" means Law No. 6,404, of December 15, 1976, as amended.

"**Options**" means the purchase options that grant the holder the right to acquire Shares, strictly under the terms and conditions established in this Plan.

"**Unvested Options**" means the Options whose Grace Periods have not elapsed.

"**Vested Options**" means the Options whose Grace Periods have already elapsed or have been anticipated, according to the hypotheses provided for in this Plan.

"**Participants**" means the managers or employees of the Localiza Group, in favor of whom the Company grants one or more Options, under the terms of this Plan.

"**Grace period**" means the period of at least 3 (three) years from the Grant Date, after which the Options will become exercisable, subject to all other conditions set forth in the Programs, Option

Agreements and this Plan, and may the Options become exercisable in a phased manner throughout the Grace Period.

**"Term for Exercise"** means the term for exercising the Vested Options, which will be up to 3 (three) years from the end of the total Grace Period, provided that the Participant remains bound as a manager or employee of the Company or its subsidiaries during the Exercise Term, being that this period will be reduced in the event of Termination, as defined by the Board of Directors in each Program and/or Option Agreement, in line with the provisions of this Plan. After the expiration of the Exercise Term, the Vested Options will be extinguished, by force of law, regardless of prior notice, whereby no indemnification will be due to the Participant.

**"Exercise Price"** means the price to be paid by the Participant to the Company in payment of the Shares that it may acquire as a result of the exercise of his/her Option, as provided for in Item 6.3 below.

**"Program"** means each Option grant program that will be created, approved and/or canceled by the Board of Directors, through which the Board of Directors will define the Participants, the number of Options to be granted to each Participant and the other applicable terms and conditions, in line with the terms and conditions of this Plan.

## **2. Plan Objectives**

**2.1.** The purpose of the Plan is to allow the granting of Options to Participants selected by the Board of Directors, to the extent that, among other conditions, said Participants invest their own resources, in a percentage linked to the amount received as (a) annual remuneration, in the in the case of non-CLT managers, or (b) profit sharing, in the case of other Participants, in the acquisition of Shares on the market, at their sole discretion and at their own risk. By investing own resources by the Participant in the acquisition of Shares and assuming the risk on the variation in the price of the Shares during the Grace Period, the Company intends to grant Options to the Participants. The Company intends that the Participants have a portion of their personal assets linked to the Company's success and, in return, may invest additional resources in the acquisition of new Shares resulting from the Options granted, conditioned to the fulfillment of the Grace Period, thus participating in the of the Company's value over time. With this, the Company hopes to align the long-term interests of the Participants with those of the Company's shareholders, thus encouraging decision-making that seeks to generate sustainable value for the Company.

## **3. Eligibility and Participants**

**3.1.** Among the managers and employees of the Localiza Group, the following are eligible for the Plan (i) all Officers, whether statutory or not, or Senior Managers in classes 21 and above; (ii) high potential employees who are appointed by the Executive Board and approved by the Board of Directors due to their outstanding performance; and (iii) other employees who may occupy the positions established in items "i" and "ii" above, when participation in the Plan is one of the conditions established in the hiring of the professional.

**3.2.** It will be up to the Board of Directors to define, among the managers and eligible employees, the potential Participants of each Program, whose participation will be subject to voluntary adhesion to the Program and compliance with the conditions established in this Plan, in the Program and in the respective Grant Agreement. In order to define the high potential collaborators mentioned in item 3.1 (ii) above, the Board of Directors will take into account the performance in relation to the goals stipulated in the context of the Company's strategic and budgetary planning, having as pillars (1) financial indicators (EVA, EBT, TSR or similar); (2) organizational climate to be measured through annual surveys to monitor the Company's organizational climate; and (3) individual goals, which attest to the individual performance of each Participant.

#### **4. Plan Management**

**4.1.** The Plan and its Programs will be managed by the Board of Directors, with advice from the Committee. The Board of Directors may delegate powers provided for in this Plan to the Committee.

**4.2.** In compliance with the general conditions of the Plan and the guidelines established by the Company's General Meeting, the Board of Directors or the Committee, as applicable, will have broad powers to take all necessary and appropriate measures for the management of the Plan and its Programs, including:

- (a) the creation and application of general rules relating to the granting of Options, observing the general terms of the Plan, as well as the solution of doubts regarding the interpretation of the Plan and the Programs;
- (b) the election of potential Participants and authorization to grant Options in their favor, establishing all the conditions for the acquisition of rights related to the Options granted;
- (c) the definition of the quantity, dates ~~and prices~~ of acquisition and exercise, as well as the other characteristics of the Options to be granted to the Participants;
- (d) the definition and amendment of the Term for Exercise of Options;
- (e) authorization to issue new Shares within the authorized capital limit or authorization to sell treasury Shares to satisfy the exercise of Options granted under the terms of the Plan;
- (f) the proposal of eventual amendments to the Plan to be submitted for approval by the Company's General Meeting;
- (g) the creation, alteration and/or cancellation of Programs;
- (h) the imposition of restrictions on Shares acquired through the exercise of the Options, such as no trading periods ("**Lock-up**"); and
- (i) the definition of the Grace Period applicable to each Program, not less than 3 (three) years.

**4.3.** In the exercise of its powers, the Board of Directors will ~~only~~ be subject to the limits established by law, in the regulations of the Securities and Exchange Commission and in the Plan, whereas it is clear that the Board of Directors or the Committee, as applicable, may treat Participants who are in a similar situation differently, not being obliged, by any rule of isonomy or analogy, to extend to all the conditions that it deems applicable only to some or some.

**4.4.** The resolutions of the Board of Directors (or the Committee, as applicable) have binding force for the Company in relation to all matters related to the Plan and the Programs.

**4.5.** The Board of Directors may elect new Participants to the Programs in progress.

**4.6.** Participants may not participate in the implementation and management of the Plan. Thus, in the event that any Participant becomes a member of the Board of Directors or the Committee, said Participant will not participate in the administration of the Plan and must abstain from resolutions that have as their object the implementation or administration of the Plan.



## 5. Granting of Options

**5.1.** In each Program, as a condition for the Participant to participate in the Program and receive Options, the Participant must, at his/her sole discretion, make a prior investment in Shares, using his/her own funds in an amount equivalent to certain percentages of the amount received from the Company as (a) annual remuneration, in the case of non-CLT managers, or (b) profit sharing, in the case of other Participants, referring to the year prior to their adhesion to the Program ("**Invested Shares**"), as below.

~~(i) In the case of non-CLT managers of the Company or its Subsidiaries, the investment prior to the participation in the Stock Matching and Stock Option Grants Programs must be, in combination, limited to 30% (thirty percent) of the net value (net of income tax) of the annual remuneration, for the previous year, to be defined by the Board of Directors.~~

~~(ii) In the case of the other participants, the investment prior to the participation in the Matching Share and Stock Option Programs must be, in combination, limited to 50% (fifty percent) received as profit sharing for the previous year.~~

(i) If both the Matching Program and the Stock Options Program are approved in the respective fiscal year, the participants must make a prior investment in each of the Programs equivalent to a maximum of (a) fifteen percent (15%) of their annual compensation for the previous year for non-CLT managers; or (b) twenty-five percent (25%) of the total net amount (net of income tax) received as profit sharing for the previous year for the other participants;

(ii) If only one of the Programs is approved (Matching Share or Stock Options Program), the Participant's prior investment may not represent an amount greater than the equivalent of (a) thirty percent (30%) of the annual remuneration for the previous year for the non-CLT managers; or (b) fifty percent (50%) of the total net amount (net of withholding tax) received as profit sharing for the previous year for the other participants.

**5.1.1.** When deciding on the inclusion of new Participants in ongoing Programs, as per subitem "iv" of Item 3.1 and Item 4.5 above, the Board of Directors will establish the minimum number of Invested Shares that must be held by the Participant based on the Participant's position and its projected annual compensation.

**5.2.** Participants must acquire the Invested Shares in B3 at the market price negotiated at the time of acquisition.

**5.3.** The Programs will define the terms for the acquisition and payment of the Invested Shares by the respective Participant. If the established term coincides with the prohibition period for trading in securities issued by the Company, the period for the purchase of the Invested Shares will be suspended during the prohibition period, and will resume as soon as trading is resumed.

**5.3.1.** The Participant may use, at his/her sole discretion, Shares already held prior to joining the Program, for purposes of prior investment in Invested Shares and the Term of Lock-up of Invested Shares.

**5.4.** The Invested Shares may be sold as the Options become Vested Options, always in a proportion similar to the portion of the Options that become Vested Options during the Grace Period ("**Term of Lock-up of Invested Shares**"). The Participant must authorize the blocking for trading of the Invested Shares in the books of the depositary institution of the Company's book-entry shares, during the Term of Lock-up of Invested Shares.

**5.4.1.** During the Term of Lock-up of Invested Shares, trading, disposal, encumbrance or leasing of Invested Shares or carrying out operations involving derivatives, or not, which constitute short positions in Shares, is prohibited.

**5.4.2.** Unlocking the Invested Shares before the end of the Lock-up of the Invested Shares will imply the automatic termination of the Options, by force of law, regardless of prior notice or indemnification.

**5.5.** For each Invested Share held by the Participant, the Company will grant up to 4 (four) Options.

**5.6.** The granting of Options is carried out through the execution of Option Agreements between the Company and the Participants, within the period established in the respective Program, in which the Participants must declare awareness of the risks involved, especially related to (i) acquisition of the Invested Shares, which will be subject to loss of liquidity and devaluation during the Term of Lock-up of the Invested Shares; (ii) exercise of Options and consequent acquisition of Shares, which are subject to loss of liquidity and devaluation; and (iii) the termination of the Options, in the cases listed in Item 6.6.

**5.6.1.** The Option Agreement constitutes an onerous transaction of an exclusively commercial nature and does not create any obligation of a labor or social security nature between the Localiza Group and the Participants, whether they are statutory managers or employees. Adherence to each Program is voluntary, implying awareness and acceptance by the Participant of the burden and risks involved in investing in Shares and exercising the Options.

**5.7.** Until the date on which the ownership of the Shares is effectively transferred to the Participants through the exercise of the Options, under the terms of this Plan, the Programs and the Option Agreements, the Participants will not have any of the Company's shareholder rights and privileges in relation to such Shares, in particular, the right to vote and the right to receive dividends and interest on equity related to such Shares, except as provided for in this Plan.

## **6. Exercise of Options**

**6.1.** Without prejudice to other conditions that may be defined in the Programs and/or in the Option Agreements, the Participant's right to effectively exercise the Options will depend on the verification (i) of the permanence of the Participant's relationship as a manager or employee of the Company or society under your control, as the case may be, in the Grace Period; and (ii) full, legitimate and uninterrupted ownership of all Shares Invested by the Participant throughout the Term of Lock-up of the Invested Shares, and must submit to the Company, whenever requested, the documents to prove the uninterrupted maintenance of ownership of the Shares.

**6.2.** The Exercise Price to be paid by the Participant to the Company for the exercise of each Equipped Option shall correspond to the average price of the quotation of the Shares (B3: "RENT3"), ~~weighted by the volume traded~~ at the close of the last 40 (forty) previous B3 sessions ~~the date of approval of the Program or another base date defined by the Board of Directors prior to the execution of the Option Agreement~~ **in the fiscal year immediately preceding the fiscal year of approval of the Program in question, it being understood that this will be the criterion used for any and all grants made through Programs approved within the scope of this Plan, regardless of when the grant is made.** The Exercise Price cannot be reduced during the Grace Period, except in the cases provided for in Item 7 below.

**6.3.** The Participant may exercise the Vested Options during the Exercise Term.

**6.4.** The Investor Relations Officer may establish, at any time, restrictions for the exercise of Options on dates that coincide with periods when trading in securities issued by the Company is prohibited.

6.5. The procedures for exercising the Options will be provided for in the Programs and/or in the Option Agreements of the Participants.

6.6. The Options will be automatically extinguished and without any right to indemnification, ceasing all their effects by operation of law, in the following cases:

- (i) upon termination of the Option Agreement;
- (ii) if the Company is dissolved, liquidated or has its bankruptcy decreed;
- (iii) if the Participant does not exercise the Options within the Exercise Period; or
- (iv) in the cases provided for in Item 9 of this Plan.

6.7. Participants will be subject to rules restricting the use of privileged information applicable to publicly-held companies in general and to those established by the Company.

## 7. Adjustment in the Amount of Options

7.1. In order to preserve the balance of the value of the Exercise Price, the Board of Directors may promote adjustments in the quantities of Options granted to each Participant and in the Exercise Price, in order to neutralize the impacts on the price of Shares generated by extraordinary events, such as (i) distribution of dividends in an amount greater than the minimum mandatory dividend provided for in the Bylaws in effect on the Acquisition Date, for adjustment based on the amount corresponding to the difference between the amount of net income distributed by the Company and the minimum mandatory dividend; and (ii) subscription and payment of new Shares, for adjustment based on the value of the right, which will be calculated based on the last price prior to the "EX" date.

7.1.1. In the event of distribution of interest on equity in an amount greater than the mandatory dividend, the number of Options and the Exercise Price will not be adjusted.

7.2. In the event of a reverse split, split, bonus or any income in new shares, the settlement of the exercise of the Options will be made with "EX" securities, adjusting the number of Options proportionally to the percentage of the reverse split, split, bonus or other income in new shares.

7.3. No fraction of Shares will be sold, granted or issued in the settlement of the exercise of the Options.

## 8. Shares Subject to the Plan

8.1. Shares representing a maximum of ~~2.5% (two point five percent)~~ **1.5% (one point five percent)** of the total number of shares issued by the Company ~~on December 31, 2021, calculated cumulatively on the date of each grant of Options, Matching Shares and/or Restricted Shares,~~ may be delivered to Participants, within the scope of this Plan, together with the Second Bonus plan in Deferred Shares and the Second shares and matching shares purchase plan of the Company to be approved on this date ("Incentive Plans"), ~~corresponding to 18,961,666.75 shares.~~ In the event of a change in the number, type and class of the Company's shares as a result of, for example, a capital increase or reduction, bonuses, splits, reverse splits, conversion of shares of one type or class into another, or conversion into shares of other securities issued by the Company, the Board of Directors may make adjustments in such amounts, in order to avoid distortions and losses to the Company or the Beneficiaries. ~~if any of the Incentive Plans are not approved on this date, the limit of shares provided for in this Clause will remain in effect in relation to the Incentive Plans that are approved on this date.~~

**8.2.** In order to satisfy and settle the exercise of the Options under the terms of the Plan, the Company, subject to applicable law and regulation, may (a) issue new Shares within the limit of the authorized capital; or (b) dispose of Shares held in treasury.

**8.3.** The Shares acquired by the Participant as a result of the exercise of the Options under the terms of this Plan will maintain all the pertinent rights to their type after the effective receipt by the Participant, except for any provision to the contrary established by the Board of Directors.

## **9. Hypotheses of Termination from the Company and its Effects**

**9.1.** Except as otherwise provided for in the Option Program and/or Agreement, in the event of Termination of the Participant from the Company, the Options granted by him in accordance with this Plan may be terminated, as provided below.

- (i) (a) in case of Termination of the Participant of his own volition, through voluntary resignation or resignation; or (b) at the will of the Company, through dismissal, dismissal or non-reelection to the position without Just Reason: The Participant will keep the Vested Options, provided, however, that the Unvested Options will be extinguished, by operation of law, regardless of prior notice, whereas no indemnification will be due to the Participant. The Program will define whether there will be a reduction in the Term for Exercise of the Options in the cases of Termination provided for in this Clause;
- (ii) in case of Termination by agreement between the Company and the Participant, including Retirement agreed between the parties: the Participant will have the right to keep the Vested Options, provided that the Participant may, at the discretion of the Board of Directors or as defined in the Program, receive the other Unvested Options in the cases and on the dates originally provided for in the Program and in its bestowal. The Program or the Board of Directors will define whether there will be a reduction in the Term for Exercise of the Options and if the Invested Shares will continue to be subject to the Term of Lock-up of the Invested Shares in the events of Termination provided for in this Clause;
- (iii) in case of Termination of the Participant at the will of the Company, through dismissal with Just Cause: the Participant will no longer be entitled to receive any and all Options, regardless of whether they are Vested Options or Unvested Options, so that all Options will be automatically canceled and extinguished, by force of law, regardless of prior notice or notification and without right to any indemnification to the Participant; or
- (iv) in case of Termination of the Participant due to death or permanent disability: the Grace Period for all Options will be brought forward so that all Options will become Vested Options. The Options will be extended to their heirs and successors, by legal succession or by testamentary imposition, and may be exercised in whole or in part by the Participant's heirs, successors or surviving spouse, for a period of 36 (thirty-six) months, counted from the date of death, or until the end of the Term for Exercise of the Vested Options, if there is a period of less than 36 (thirty-six) months. All other rules described in this Plan will apply. In the cases provided for in this Clause, the Invested Shares will be released from the Term of Lock-up of Invested Shares on the date of Termination.

**9.2.** For the purposes of this Plan, “**Just Reason**” means (a) dismissal for just cause, as provided for in the Consolidated Labor Laws; (b) the reasoned termination of the contract that regulates the relationship between the Company and the Participant; and (c) the removal of the Participant from his position at the initiative of the Company arising from (i) violation, by the Participant, of any of the duties and attributions of an administrator, including, but not limited to, those provided for in articles 153 to 157 of the Corporation Law; (ii) Participant's negligence in the exercise of its attributions; (iii) criminal conviction related to intentional crimes; (iv) the practice, by the Participant, of dishonest or fraudulent

acts against the Company or its Subsidiaries; (v) the practice, by the Participant, of any type of harassment; (vi) any act or omission resulting from intent or fault of the Participant and which is harmful to the business, image, or financial situation of the Company, its shareholders, or its Subsidiaries; (vii) violation of the instrument that regulates the exercise of the statutory manager's mandate entered into by the Participant with the Company and/or Subsidiaries; (viii) non-compliance with the Bylaws of the Company and/or the Articles of Incorporation or Bylaws, as applicable, of its Subsidiaries and other applicable corporate provisions; or, still, (ix) non-compliance with Brazilian anti-corruption legislation, anti-money laundering legislation and, still, the Foreign Corrupt Practices Act – FCPA or to the UK Bribery Act.

**9.3.** For the purposes of this Plan, "**Retirement**" is considered as the termination of the legal relationship of the holder of the Options with the Localiza Group due to the effective termination of the Participant's career and retirement, subject to the approval of the Board of Directors on a case-by-case basis, at its sole discretion. If the request for Retirement is the Participant's own initiative, when evaluating the request, the Board of Directors will take into account (i) the prior notice of the request, to be made at least 6 (six) months in advance; (ii) the possible professional activity plan after the Participant's termination, which shall not include any performance in activities that compete with those of the Localiza Group; (iii) other circumstances applicable to the case. The decision of the Board of Directors will be discretionary and not linked to the rules for retirement by length of service or by age, in accordance with the rules of the official social security (INSS) or the rules for supplementing the retirement of any private plan that may come to be sponsored by the Localiza Group.

## **10. Corporate Reorganization**

**10.1.** The granting and exercise of Options under the terms of this Plan shall not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and incorporation of shares. In these cases, the Plans and Programs already in place must be respected, and it is up to the Board of Directors to assess whether it will be necessary to make any adjustment to the Programs or to propose to the General Meeting adjustments to the Plan, in order to maintain the balance of relations between the parties, without prejudice to the Company or the Participants.

**10.2.** In the event of a change in the number, type and class of the Company's shares as a result of, for example, capital increase or decrease, bonuses, splits, groupings or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, it will be up to the Board of Directors to assess the need for adjustments to the Programs and Plan, in order to avoid distortions and losses to the Company or the Participants.

**10.2.1.** The Board of Directors and the companies involved in a reorganization may, at their discretion, without prejudice to other measures that they decide in equity, determine: (a) the replacement of Options for stock options issued by the Company's successor company, with appropriate adjustments to the number of Options and Exercise Price; (b) the anticipation of the Grace Period for the Options, so that the Options can be exercised by the Participants in a timely manner to allow the inclusion of the Shares received as a result of the exercise of the Options in the transaction in question; and/or (c) the early settlement of the exercise of the Options, upon payment in cash of an amount equivalent to the value of the Shares that the Participant would be entitled to under the terms of the Plan. The adjustments made to the Plan will be binding and Participants who disagree with these adjustments will have the right to waive their Options, and the Participant will not have the right to question the decision of the Board of Directors.

## **11. Statutory POA**

**11.1.** In the event of a public offer for the acquisition of shares carried out as a result of the Company's statutory obligation, the Unvested Options will have their Grace Period anticipated, so that they will

become vested options and may be exercised by the Participants. The Committee, *ad referendum* of the Board of Directors, shall establish special rules so that the Shares can be sold in the public tender offer to be carried out pursuant to the Bylaws then in force.

## **12. Term of the Plan**

**12.1.** This Plan will enter into force on the date of its approval by the Company's General Meeting and will remain in force for a period of 5 (five) years from the first grant carried out under the first Program, and may, however, be terminated, suspended or amended at any time, by decision of the General Meeting. The expiration of the Plan will not affect the effectiveness of Unvested Options granted under it.

## **13. General Provisions**

**13.1.** This Plan and the related Option Agreements (i) do not create other rights in addition to those expressly provided for in their own terms, (ii) do not provide stability or guarantee of employment or permanence in the capacity of director, manager or employee of the Company, (iii) ) nor prejudice the right of the Company or other companies under its control to, at any time and as the case may be, terminate the employment contract or terminate the mandate or relationship with the Participant, (iv) nor guarantee the right re-election or reappointment to functions in the Company or in other companies under its control.

**13.2.** Each Participant interested in joining this Plan must do so expressly when entering into the Option Agreement.

**13.3.** Any significant legal change regarding the regulation of corporations, publicly-held companies, labor legislation and/or the tax effects of a stock option plan, may lead to a complete review of this Plan.

**13.4.** Omissions will be decided by the Board of Directors or the Committee, as applicable, consulted, when deemed convenient, by the General Meeting.

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