

São Paulo, August 11, 2020

To

Mr. Alberto Menache

Ref.: Executive Engagement Proposal

Dear Sir,

We make reference to the Association Agreement and Other Covenants entered into by and between Linx Shareholders, StoneCo Ltd, DLP Capital LLC, DLPPAR Participações S.A., and, further, as intervening parties, Linx S.A. ("Linx") and STNE Participações S.A. ("STNE"), on August 11, 2020, by means of which the parties agreed on the main terms and conditions for Linx's business combination with STNE ("Transaction").

Effective immediately as from the closing of the Transaction, STNE hereby presents to you this proposal ("Proposal") so that you (the "Executive", and jointly with STNE, the "Parties") become an executive of STNE or of any of its controlled companies, including Linx, upon closing of the Transaction ("Controlled Companies" and, jointly with STNE, generically referred to as the "Stone Group").

1.1. Object. The Executive will perform as Chairman of the Software Division of one or more companies of the Stone Group, being responsible for defining the strategies, together with the STNE board of officers, and shall perform all tasks and responsibilities pertinent to such position, including those provided for by law, the Bylaws and in the agreement to be executed between the Executive and the Stone Group ("Activities").

1.1.1. The Executive's work hours shall be equal to (i) four (4) days per week, from the first (1st) to the twelfth (12th) month of this Agreement; (ii) three (3) days per week, from the thirteenth (13th) to the twenty-fourth (24th) month of this Agreement; and (iii) two (2) days per week, in the last twelve (12) months of this Agreement. The workdays of the Executive shall be established by common agreement between the Executive and Company

1.1.2. The Executive shall perform his duties in person or remotely, as mutually agreed between the Executive and the Company.

1.2. Diligence. In performing his duties, the Executive shall employ the care and diligence that every active and probative man usually employs in the administration of his own business, exercising the powers that the law, the Bylaws, as applicable, and his respective agreement grant to him to achieve the purposes and interest of Stone Group.

1.3. Intellectual Property. Any object or product of an intellectual property nature that is developed, created, conceived and/or materialized in any way, even partially, by the Executive during his performance as an Executive of the Stone Group, shall be of exclusive property of the Stone Group, which may use, enjoy and dispose of such intellectual property assets freely. The payment for the permanent assignment and transfer of any intellectual property is contemplated and included in the Executive's compensation provided for in this instrument, pursuant to item 1.4 below.

1.4. Officer's Remuneration and Benefits. Due to his performance as Chairman of the Software Division of one or more of the Stone Group entities as of the closing of the Transaction, the Executive will receive, during the term of his engagement and in return for the exercise of the Activities, the following officer's remuneration and benefits:

1.4.1. Officer's Remuneration. As officer's remuneration, a gross monthly income of R\$ 416,667.00 (four hundred and sixteen thousand six hundred and sixty-seven reais) ("Officer's Remuneration"), which will be paid to the Executive in accordance to the remuneration policy adopted by the Stone Group.

1.4.2. Remuneration in Shares. The Executive will also receive 263,135 (two hundred and sixty-three thousand, one hundred and thirty-five) class A shares issued by StoneCo - STNE, concomitantly with the closing of the Transaction, with a lock-up of 12 (twelve), 24 (twenty-four) and 36 (thirty-six) months, respectively, for 1/3 (one third) of the shares in each period.

1.4.3. Benefits. The Executive shall be entitled to benefits at least equivalent to those currently offered to Linx's Chief Executive Officer, including, without limitation, thirty (30) days of paid vacation in each twelve (12) month period.

1.4.4. Other Benefits. The Executive will continue using his e-mail addresses. In addition, the Company will guarantee to the Executive the maintenance of his telephone line, and the Company will transfer to the Executive the ownership of said telephone line after the termination of his/her employment.

1.4.5. Office. The Executive shall maintain his current office for private use at Linx Headquarters for as long as he carries out his Activities.

1.4.6. Indemnity Agreement. The Executive will be entitled to D&O insurance and indemnity agreements with the Stone Group on terms, conditions, coverage and amounts at least equivalent to those currently offered to Linx's Chief Executive Officer.

1.5. Dismissal. In case of unjustified dismissal of the Executive at the initiative of the Stone Group, the Executive shall be entitled to receive the total amount of Officer's Remuneration not yet paid that would be due until the end of his employment contract.

1.6. Preservation of Rights. In the event of the declaration of incapacity, temporary or permanent disability and/or death of the Executive, the Executive and/or his/her heirs or successors, as the case may be, shall be entitled to release of the lock-up on the StoneCo shares indicated in item 1.4.2 above.

1.7. Duty of Confidentiality. By virtue of the exercise of the Activities, the Executive will have access to Confidential Information of the Stone Group and/or of third parties with whom the Stone Group has a relationship. Accordingly, the Executive shall be required, during the term of his/her contract as an Executive and for two (2) years after its termination, to keep confidential any and all Stone Group information to which he has access. For purposes of this instrument, "Confidential Information" means any non-public, written or oral, printed or electronic information of any nature, including technical, financial or commercial, existing or under development, which is connected with Stone Group business, research or development, technical information and reports, business secrets or know-how, including, without limitation, memoranda, summaries, strategic planning, trade secrets, research, product plans or other information concerning Stone Group's products, services, business and markets, consumer and customer lists, as well as software, improvements, inventions, processes, formulas, technologies, designs, engineering, hardware configuration information, recruitment, maintenance and operation, marketing, finance and other business information.

1.8. Non-Compete. The Executive will be subject to a non-competition obligation, according to a contract to be signed separately between STNE and the Executive.

1.9. Cooperation. The Executive, irrevocably and irreversibly, undertakes to cooperate with the

practice of all acts necessary for the preparation and execution of any documents related to the Transaction, required by the applicable legislation.

1.10. *Entire Agreement.* The Parties declare that they have carefully reviewed the terms of this document and fully understand its contents. The Parties further declare that they have freely and voluntarily agreed to all the terms and conditions contained in this document.

1.11. *Transfer.* Neither Party may assign this document or any of its rights or obligations hereunder to any third party without the prior express consent of the other Party.

1.12. *Irrevocability and Irreversibility.* This document shall be binding and beneficial to, and enforceable by, the Parties and their respective successors and permitted assignees. This document is irrevocable and irreversible. The Parties undertake to comply and enforce in full all that is agreed between them in this document, and therefore acknowledge and affirm that any attitude and/or measure taken in disagreement with that agreed between them or any third party that represents a violation of the obligations assumed by the Parties in this document is null and void.

1.13. *Independence.* If any provision of this document is declared unenforceable or invalid for any reason, the validity of the other provisions, terms and provisions of this document shall not be affected.

1.14. *Waiver.* Any eventual abstention of any of the Parties from the exercise of rights and privileges foreseen in this document shall not mean a waiver or novation of them, which may be invoked or exercised at any time, in compliance with the legislation in force. Any waiver may only be claimed when granted in writing.

1.15. *Specific Performance.* The Parties recognize that the duties and obligations contained in this document are subject to specific execution in accordance with applicable law and this instrument, signed by two witnesses, constitutes an extrajudicial enforcement order for all purposes and effects of applicable law.

1.16. *Governing Laws and Jurisdiction.* This document shall be governed by and interpreted in accordance with the laws of the Federative Republic of Brazil. Any controversies or disputes arising out of or in connection with this document shall be submitted to and resolved by the central court of the City of São Paulo, State of São Paulo, to the exclusion of any other jurisdiction, however privileged it may be.

(signature page 1 of 2 of the letter sent in August 11, 2020 by STNE Participações S.A to Mr. Alberto Menache)

Best regards,

STNE PARTICIPAÇÕES S.A.

Name:
Position:

Name:
Position:

(signature page 2 of 2 of the letter sent in August 11, 2020 by STNE Participações S.A to Mr. Alberto Menache)

Agreed by:

ALBERTO MENACHE

Witnesses:

Name:
RG/CPF:

Name:
RG / CPF: