

**SIMPAR S.A.***Listed Company*

CNPJ 07.415.333/0001-20

NIRE 35.300.323.416

CVM Code 23.825

**VAMOS LOCAÇÃO DE CAMINHÕES,  
MÁQUINAS E EQUIPAMENTOS S.A.***Listed Company*

CNPJ 23.373.000/0001-32 NIRE

35.300.512.642

CVM Code 24.716

**MOVIDA PARTICIPAÇÕES S.A.***Listed Company*

CNPJ 21.314.559/0001-66 NIRE

35.300.472.101

CVM Code 23.282

**JSL S.A.***Listed Company*

CNPJ 52.548.435/0001-79

NIRE 35.300.362.683

CVM Code 22.020

**MATERIAL FACT**

**SIMPAR S.A.** ("SIMPAR") (B3: SIMH3), **VAMOS Locação de Caminhões, Máquinas e Equipamentos S.A.** ("VAMOS") (B3: VAMO3), **MOVIDA Participações S.A.** ("MOVIDA") (B3: MOVI3) and **JSL S.A.** ("JSL") (B3: JSLG3), and together with **SIMPAR**, **VAMOS** and **MOVIDA**, (the "Companies"), in compliance with Law No. 6,404/76 ("Brazilian Corporations Law"), CVM Resolution No. 44/21 and CVM Resolution No. 80/22 ("RCVM 80"), hereby inform their shareholders and the market in general that, on this date, their respective Boards of Directors unanimously approved the terms and conditions of private capital increases of **SIMPAR**, **VAMOS** and **MOVIDA**, which will include investment commitments (i) by BNDES Participações S.A. – **BNDESPAR** ("BNDESPAR") in **SIMPAR**, **VAMOS** and **MOVIDA**; (ii) by **JSP Holding S.A.** ("JSP"), the controlling shareholder of the Companies, and other institutional investors ("Institutional Investors") in **SIMPAR**; and (iii) by **SIMPAR** in **VAMOS** and **MOVIDA** (the "Transaction").

**1. Capital Increases of SIMPAR, VAMOS and MOVIDA**

In the context of the Transaction, the Boards of Directors of **SIMPAR**, **VAMOS** and **MOVIDA** approved the implementation of private capital increases, within the limit of the authorized capital of each of the companies (respectively, the "SIMPAR Capital Increase," the "VAMOS Capital Increase," the "MOVIDA Capital Increase" and, collectively, the "Capital Increases"), under the terms and conditions summarized below and detailed in the notices to shareholders disclosed by the Companies on this date:

- (i) The **SIMPAR Capital Increase** will amount to at least R\$1,400,000,009.64 (one billion, four hundred million, nine reais and sixty-four cents) and up to R\$2,000,000,010.56 (two billion, ten reais and fifty-six cents), through the private subscription of a minimum of 124,555,161 (one hundred twenty-four million, five hundred fifty-five thousand, one hundred sixty-one) and a maximum of 177,935,944 (one hundred seventy-seven million, nine hundred thirty-five thousand, nine hundred forty-four) new common, registered, book-entry shares with no par value issued by

**SIMPAR** (“New SIMPAR Shares”), to be paid in cash, in Brazilian currency, at the issue price of R\$11.24 (eleven reais and twenty-four cents) per New **SIMPAR** Share;

(ii) The **VAMOS Capital Increase** will amount to at least R\$400,000,000.40 (four hundred million reais and forty cents) and up to R\$600,000,000.60 (six hundred million reais and sixty cents), through the private subscription of a minimum of 103,896,104 (one hundred three million, eight hundred ninety-six thousand, one hundred four) and a maximum of 155,844,156 (one hundred fifty-five million, eight hundred forty-four thousand, one hundred fifty-six) new common, registered, book-entry shares with no par value issued by **VAMOS** (“New VAMOS Shares”), to be paid in cash, in Brazilian currency, at the issue price of R\$3.85 (three reais and eighty-five cents) per New **VAMOS** Share; and

(iii) The **MOVIDA Capital Increase** will amount to at least R\$500,000,011.24 (five hundred million, eleven reais and twenty-four cents) and up to R\$750,000,011.00 (seven hundred fifty million, eleven reais), through the private subscription of a minimum of 42,662,117 (forty-two million, six hundred sixty-two thousand, one hundred seventeen) and a maximum of 63,993,175 (sixty-three million, nine hundred ninety-three thousand, one hundred seventy-five) new common, registered, book-entry shares with no par value issued by **MOVIDA** (“New MOVIDA Shares”), to be paid in cash, at the issue price of R\$11.72 (eleven reais and seventy-two cents) per New **MOVIDA** Share.

Pursuant to the Investment Agreements (as defined below and further described herein), the following investment commitments were undertaken in the Capital Increases:

	<b>SIMPAR</b>	<b>VAMOS</b>	<b>MOVIDA</b>
<b>BNDESPAR</b>	From R\$600,000,000.92 to R\$679,720,678.80	From R\$199,999,996.35 to R\$300,000,000.30	From R\$249,999,999.76 to R\$374,999,999.64
<b>JSP</b>	From R\$188,000,003.96 to R\$300,000,006.08	-	-
<b>Institutional investors</b>	R\$ 500,000,002.64	-	-
<b>SIMPAR</b>	-	From R\$59,999,997.75 to R\$89,999,998.55	From R\$74,999,995.24 to R\$112,499,998.72
<b>Total</b>	From R\$1,288,000,007.52 <sup>1</sup> to R\$1,479,720,687.52	From R\$259,999,994.10 to R\$389,999,998.85	From R\$324,999,995.00 to R\$487,499,998.36

<sup>1</sup> JSP has undertaken to subscribe and pay in full for New SIMPAR Shares so that the minimum subscription amount of the SIMPAR Capital Increase of R\$1,400,000,009.64 is reached, it being noted that JSP’s total investment commitment will be limited to an amount of up to R\$300,000,006.08

The investment commitments of **BNDESPAR**, **JSP** and the Institutional Investors ensure that the minimum subscription required for the ratification of the **SIMPAR** Capital Increase is achieved, subject to the verification of the applicable conditions precedent.

All shareholders of the Companies will be granted preemptive rights to subscribe for the shares to be issued in the Capital Increases.

The Transaction is aligned with the strategic planning of the Companies and the execution of long-term initiatives, with a focus on efficiency, sustainable development and the enhancement of **logistics, mobility and infrastructure** chains, driving innovation in these sectors and contributing to the country's competitiveness. Additionally, it contributes to value creation, to the strengthening of the capital structure, the reduction of the cost of capital, capital, greater efficiency in the pricing of the shares and the increase in the daily liquidity of **SIMPAR**, **MOVIDA** and **VAMOS** shares

## **2. *BNDESPAR Investment Agreement***

On this date, **JSP**, **SIMPAR**, **VAMOS** and **MOVIDA**, on the one hand, and **BNDESPAR**, on the other hand, with the intervening consent of **JSL**, entered into the "Investment Agreement and Other Arrangements" pursuant to which **JSP**, **SIMPAR** and **BNDESPAR** undertook to privately subscribe for New **SIMPAR** Shares in the context of the Capital Increases (the "**BNDESPAR Investment Agreement**").

### **2.1. *Investment Commitments of BNDESPAR, JSP and SIMPAR***

Through the **BNDESPAR** Investment Agreement, **BNDESPAR** has undertaken to subscribe and pay in full **(i)** in the **SIMPAR** Capital Increase, during the preemptive rights period, 53,380,783 (fifty-three million, three hundred eighty thousand, seven hundred eighty-three) New **SIMPAR** Shares in the total amount of R\$600,000,000.92 (six hundred million reais and ninety-two cents) and, during the oversubscription period, up to 7,092,587 (seven million, ninety-two thousand, five hundred eighty-seven) New **SIMPAR** Shares in the amount of up to R\$79,720,677.88 (seventy-nine million, seven hundred twenty thousand, six hundred seventy-seven reais and eighty-eight cents); **(ii)** in the **VAMOS** Capital Increase, during the preemptive rights period, 51,948,051 (fifty-one million, nine hundred forty-eight thousand, fifty-one) New **VAMOS** Shares in the total amount of R\$199,999,996.35 (one hundred ninety-nine million, nine hundred ninety-nine thousand, nine hundred ninety-six reais and thirty-five cents) and, during the oversubscription period, up to 25,974,027 (twenty-five million, nine hundred seventy-four thousand, twenty-seven) New **VAMOS** Shares in the amount of up to R\$100,000,003.95 (one hundred million, three reais and ninety-five cents); and **(iii)** in the **MOVIDA** Capital Increase, during the preemptive rights period, 21,331,058 (twenty-one million, three hundred thirty-one thousand, fifty-eight) New **MOVIDA** Shares in the total amount of R\$249,999,999.76 (two hundred forty-nine million, nine hundred ninety-nine thousand, nine hundred ninety-nine reais and seventy-six cents) and, during the leftovers

period, up to 10,665,529 (ten million, six hundred sixty-five thousand, five hundred twenty-nine) New **MOVIDA** Shares in the amount of up to R\$124,999,999.88 (one hundred twenty-four million, nine hundred ninety-nine thousand, nine hundred ninety-nine reais and eighty-eight cents).

In all Capital Increases, the shares to be subscribed by **BNDESPAR** will be limited to a maximum of 50% of the total number of shares effectively subscribed, and **BNDESPAR**'s ownership interest in the share capital of each Company will not exceed 10%. **BNDESPAR**'s investment commitments will be implemented through the assignment of preemptive rights by **JSP** or **SIMPAR**, as applicable.

Additionally, **JSP** has undertaken to subscribe and pay in full, in the **SIMPAR** Capital Increase, during the preemptive rights period, at least 16,725,979 (sixteen million, seven hundred twenty-five thousand, nine hundred seventy-nine) New **SIMPAR** Shares in the total amount of R\$188,000,003.96 (one hundred eighty-eight million, three reais and ninety-six cents) and, further, during the preemptive rights period or the leftovers period, such additional New **SIMPAR** Shares as may be required to reach the minimum subscription amount of the **SIMPAR** Capital Increase – it being noted that **JSP**'s total investment commitment will be limited to an amount of up to R\$300,000,006.08 (three hundred million, six reais and eight cents).

Finally, **SIMPAR** has undertaken to subscribe and pay in full (i) in the **VAMOS** Capital Increase, during the preemptive rights period, 15,584,415 (fifteen million, five hundred eighty-four thousand, four hundred fifteen) New **VAMOS** Shares in the total amount of R\$59,999,997.75 (fifty-nine million, nine hundred ninety-nine thousand, nine hundred ninety-seven reais and seventy-five cents) and may subscribe, during the leftovers period, at its sole discretion, up to 7,792,208 (seven million, seven hundred ninety-two thousand, two hundred eight) New **VAMOS** Shares in the amount of up to R\$30,000,000.80 (thirty million reais and eighty cents); and (ii) in the **MOVIDA** Capital Increase, during the preemptive rights period, 6,399,317 (six million, three hundred ninety-nine thousand, three hundred seventeen) New **MOVIDA** Shares in the total amount of R\$74,999,995.24 (seventy-four million, nine hundred ninety-nine thousand, nine hundred ninety-five reais and twenty-four cents) and may subscribe, during the leftovers period, at its sole discretion, up to 3,199,659 (three million, one hundred ninety-nine thousand, six hundred fifty-nine) New **MOVIDA** Shares in the amount of up to R\$37,500,003.48 (thirty-seven million, five hundred thousand, three reais and forty-eight cents).

## **2.2. JSL Call Option**

**SIMPAR** has granted **BNDESPAR** a call option for **BNDESPAR** to acquire up to 14,222,248 (fourteen million, two hundred twenty-two thousand, two hundred forty-eight) common, registered, no-par-value shares issued by **JSL** ("JSL Call Option" and "JSL Option Shares", respectively), representing up to 5% of **JSL**'s share capital, upon payment of the lower of the following amounts for each **JSL** Option Share: (i) R\$7.89 (seven reais and eighty-nine cents); and (ii) the equivalent of 95% of **JSL**'s share price at the close of trading on the business day immediately prior to the exercise date of the **JSL** Option.

The **JSL** Call Option may be exercised by **BNDESPAR** within 30 days following the ratification of the **SIMPAR** Capital Increase, and its effectiveness is subject to the prior ratification of the **SIMPAR** Capital Increase.

If the **JSL** Call Option is exercised, **SIMPAR** will apply the funds received from **BNDESPAR** to strengthening **SIMPAR**'s capital structure, in support of its business plan.

### **2.3. *BNDESPAR's Right to Invest in Future Capital Increases***

In the context of the Transaction and pursuant to the **BNDESPAR** Investment Agreement, **BNDESPAR** will have the right, for a period of 3 years, to invest in any future capital increases of **VAMOS**, **MOVIDA** and **JSL** until it reaches, as applicable, an ownership interest of up to 10% of the share capital of each company (a "Future Capital Increase").

If a Future Capital Increase is carried out as a private capital increase, **SIMPAR** will assign to **BNDESPAR** preemptive rights enabling **BNDESPAR** to subscribe for and pay in shares representing up to 50% of the total amount of such Future Capital Increase, until it reaches the maximum ownership interest of 10% of the share capital. If a Future Capital Increase is carried out through a primary public offering of shares, the respective company will ensure that up to 15% of the shares issued in the base primary offering are allocated to **BNDESPAR** in the offering book, provided that **BNDESPAR** submits an investment order at a price per share not lower than the issue price established in the public offering.

**BNDESPAR**'s right to invest in Future Capital Increases shall be subject, in the case of **VAMOS** and **MOVIDA**, to the prior ratification of the **VAMOS** Capital Increase and the **MOVIDA** Capital Increase, respectively, and, in the case of **JSL**, to the prior ratification of the **SIMPAR** Capital Increase.

### **2.4. *BNDESPAR Shareholders' Agreements***

In the context of the Transaction, on this date, **BNDESPAR** entered into: (i) with **JSP** and Mr. Fernando Antonio Simões, with the intervening consent of **SIMPAR**, the **SIMPAR** Shareholders' Agreement (the "SIMPAR Shareholders' Agreement"); (ii) with **SIMPAR**, with the intervening consent of **VAMOS**, the **VAMOS** Shareholders' Agreement (the "VAMOS Shareholders' Agreement"); and (iii) with **SIMPAR**, with the intervening consent of **MOVIDA**, the **MOVIDA** Shareholders' Agreement (the "MOVIDA Shareholders' Agreement"), which shall become effective subject to: (a) the ratification of the respective Capital Increases; and (b.1), in the case of the **SIMPAR** Shareholders' Agreement, the effective subscription for and payment in by **BNDESPAR** of shares issued by **SIMPAR** corresponding to the amount of **BNDESPAR**'s investment commitment; and (b.2), in the case of the **VAMOS** Shareholders' Agreement and the **MOVIDA** Shareholders' Agreement, the effective subscription for and payment in by **BNDESPAR** of shares representing at least 5% of their respective share capital, pursuant to the **BNDESPAR** Investment Agreement.

In addition, provided that **BNDESPAR** reaches an ownership interest of at least 5% of the share capital of **JSL** through the exercise of the **JSL** Call Option and/or through the subscription of shares issued by **JSL** in the Future Capital Increases of **JSL**, **BNDESPAR** may require **SIMPAR** to enter into the **JSL** Shareholders' Agreement (the "**JSL** Shareholders' Agreement") and, together with the **SIMPAR** Shareholders' Agreement, the **VAMOS** Shareholders' Agreement and the **MOVIDA** Shareholders' Agreement, the "Shareholders' Agreements").

The Shareholders' Agreements govern **BNDESPAR**'s rights and prerogatives as a minority shareholder of the Companies, including, among others, the right to appoint one 1 member of the Board of Directors, one 1 member of the Statutory Audit Committee and one 1 member of the Finance Committee of each Company, subject to the terms and conditions of the respective Shareholders' Agreement.

In addition, specifically pursuant to the **SIMPAR** Shareholders' Agreement: (i) **JSP**, Fernando Simões and **BNDESPAR** undertook a lock-up obligation with respect to all shares issued by **SIMPAR** held by them for a period of six (6) months following the ratification of the **SIMPAR** Capital Increase; and (ii) **BNDESPAR** will also have veto rights over the approval of specific matters related to the protection of its investment in **SIMPAR**.

The Shareholders' Agreements will not grant **BNDESPAR** control (including joint control) of the Companies and are intended solely to protect **BNDESPAR**'s minority, transitional and non-executive nature investments in the Companies.

The remaining terms and conditions of the Shareholders' Agreements may be reviewed in the full versions of such agreements, which are available on the investor relations websites of each Company and on the website of the Brazilian Securities and Exchange Commission – CVM (<https://sistemas.cvm.gov.br/>).

### **3. Investment Agreements of Institutional Investors**

On this date, the Institutional Investors also individually entered into other Investment Agreements and Ancillary Covenants with **JSP** and **SIMPAR**, through which they undertook individual commitments to subscribe and pay in full a total of 44,483,986 (forty-four million, four hundred eighty-three thousand, nine hundred eighty-six) New **SIMPAR** Shares in the **SIMPAR** Capital Increase, representing R\$500,000,002.64 (five hundred million, two reais and sixty-four cents) ("Institutional Investors Investment Agreements") and, together with the **BNDESPAR** Investment Agreement, the "Investment Agreements")

The Institutional Investors will not be parties to any shareholders' agreements of the Companies, and the shares subscribed by the Institutional Investors will be free and clear of any encumbrances and will not be subject to any lock-up obligations.

#### 4. *Additional Information*

The consummation of the Transaction and the investment commitments of **BNDESPAR**, Institutional Investors, **JSP** and **SIMPAR** described above are subject to the satisfaction (or waiver) of customary conditions precedent for transactions of this nature, including the issuance of a final, non-appealable decision approving **BNDESPAR**'s investment without restrictions by the Administrative Council for Economic Defense – CADE and by the Central Bank of Brazil – BACEN.

The Companies were advised by Spinelli Advogados as legal counsel and by Andrax Investimentos as financial advisor. Additionally, Banco Bradesco BBI S.A. and Banco Santander (Brasil) S.A. will act as financial advisors to **SIMPAR**, **VAMOS** and **MOVIDA** in connection with the Capital Increases.

**SIMPAR**, **VAMOS** and **MOVIDA** have also disclosed today Notices to Shareholders containing detailed information regarding the Capital Increases, including the procedures and deadlines related to the exercise of preemptive rights and the subscription and payment of the new shares. The Notices to Shareholders are available on the websites of the CVM (<https://www.gov.br/cvm>), B3 (<https://www.b3.com.br>) and on the investor relations pages of **SIMPAR**, **VAMOS**, **MOVIDA** and **JSL** (<https://ri.simpar.com.br>; <https://ri.movida.com.br>; <https://ri.grupovamos.com.br>; and <https://ri.jsl.com.br>).

Further information may be obtained from the Investor Relations Departments of: **(i) SIMPAR**, at +55 (11) 3154-4000 and +55 (11) 3154-4010 or [ri@simpar.com.br](mailto:ri@simpar.com.br); **(ii) VAMOS**, at +55 (11) 3154-4011 and +55 (11) 3152-1002 or [ri@grupovamos.com.br](mailto:ri@grupovamos.com.br); **(iii) MOVIDA**, at +55 (11) 3154-4000 and +55 (11) 3154-1199 or [ri@movida.com.br](mailto:ri@movida.com.br); and **(iv) JSL**, at +55 (11) 3154-4000 or [ri@jsl.com.br](mailto:ri@jsl.com.br).

The Companies will keep their shareholders and the market duly informed of the Transaction and the Capital Increases in accordance with applicable regulations.

São Paulo, March 05, 2026

**Denys Marc Ferrez**

Executive Vice President of Corporate  
Finance and Investor Relations Officer of  
**SIMPAR**

**José Cezário Menezes de Barros Sobrinho**

Chief Financial Officer and Investor Relations  
Officer of **VAMOS**

**Daniela Sabbag Papa**

Chief Administrative and Financial Officer  
and Investor Relations Officer of **MOVIDA**

**Guilherme de Andrade Fonseca Sampaio**

Chief Executive Officer, Chief Administrative  
and Financial Officer and Investor Relations  
Officer of **JSL**

