

## STOCK OPTION PLAN OF LOJAS RENNER S.A.

**THIS STOCK OPTION PLAN OF LOJAS RENNER S.A. ("COMPANY") ("PLAN") WAS APPROVED BY THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF THE COMPANY HELD ON SEPTEMBER 23, 2015 AND WITH CHANGES APPROVED BY THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF THE COMPANY HELD ON OCTOBER 21, 2020.**

### **1. PLAN OBJECTIVE**

The Stock Option Plan (the "Plan") aims at (i) attracting, encouraging, and retaining qualified executives, (b) aligning the executives' interests with the Company's and its shareholders', and (c) encouraging the Officers, Executives and Employees (as defined in item 3 below) to contribute to obtainment of results for the Company through granting of stock options issued by the Company.

### **2. MANAGEMENT OF THE PLAN BY THE PERSONNEL COMMITTEE**

Committee: Composition: Operation. This Plan shall be managed by the Company's Personnel Committee (the "Committee"), created pursuant to the Company's Bylaws and composed of members of its Board of Directors (the "Board"). However, the acts of the Committee shall always be approved by the Board of Directors.

Restriction. The members of the Board and the Committee may not qualify for the stock options object of the Plan.

Powers. In the performance of its duties, the Committee shall be subject to the limitations established by law, the Bylaws, the applicable regulation, the Plan, the Committee's Internal Regulation, and the guidelines established by the shareholders of the Company in a general meeting. Pursuant to the resolutions of the Board of Directors, the Committee shall have wide powers to implement the Plan and take all required and suitable measures for its administration and execution. The resolutions of the Committee do not bind the Company, unless if and when homologated by the Board. Omissions shall be regulated by the Board, and the General Shareholders' Meeting shall be consulted whenever necessary.

### **3. PARTICIPANTS**

Participants. The professionals to participate in the Plan shall be those selected by the Committee, at its sole discretion, and approved by the Board of Directors among the Officers, Executives and Employees of the Company and its subsidiaries ("Participants" or "Beneficiaries"). For the purposes of this Plan: (a) "Officers" means the statutory officers of the Company and/or its subsidiaries; (b) "Executives" means the employees acting as non-statutory officers or managers that are employees of the Company and/or its subsidiaries; (c) "Employees" means employees in strategic positions to the business of the Company and/or its subsidiaries so identified by the Committee

Differentiated Treatments. Upon approval of the Board, the Committee may treat Participants found to be in a similar situation in a differentiated way and it is not required to, by any rule of isonomy or analogy, extend to other Participants any condition, benefit, or resolution that it deems applicable only to certain Participants. Subject to the approval of the Board, the Committee may also establish a special treatment for exceptional cases during effectiveness of each option, as long as the rights already granted to the Beneficiaries and the basic principles of the Plan are not affected. Such exceptional regulation shall not be a precedent enforceable by other eligible Beneficiaries.

Tenure of Employment or Position. Nothing in the Plan shall grant the Beneficiaries rights related to the guarantee of tenure as an employee of the Company or its subsidiaries, and nothing shall interfere, in any way, with the Company's and/or its subsidiaries' right to, subject to legal conditions and to those of the employment contract, as the case may be, terminate the relationship with the Participant at any time. Also, nothing in the Plan shall grant to any option holder rights related to his/her tenure until expiration of the term of office as an Officer, and nothing shall interfere, in any way, with the Company's right to remove such Officer nor ensure the right to re-election to the position.

Adhesion. Each Participant of the Plan shall expressly adhere to it through execution of a proper adhesion agreement ("Adhesion Agreement"), with no reservations, undertaking to comply with all provisions agreed herein.

### **4. OPTION PROGRAMS**

Granting Programs. Options for subscribing or purchasing shares issued by the Company shall be granted to the Participants selected by the Committee and approved by the Board from time to time through Stock Option Programs ("Granting Programs"). For each Granting Program, the Committee shall establish the characteristics as listed below. These characteristics may be subject to the Committee's discretion, always pursuant to the rules of this Plan.

Options will only be granted when the Company has, in the previous year, earned enough profit to guarantee the distribution of legal dividends to the shareholders. Also, for the options to be granted, each executive will be evaluated according to an array of objectives, measured by: corporate and individual goals and level of adhesion to the principles and values of the Company.

Characteristics of the Programs. The Committee shall establish, for each of the Programs, pursuant to the general criteria determined in this Plan:

- (i) The total number of common shares of the Company, traded in stock exchanges, that may be subscribed or purchased by the Participants upon exercise of the option;
- (ii) The list of eligible Participants, as well as the number of options granted to each Participant;

- (iii) The vesting periods of the options, according to item 7 hereof;
- (iv) The subscription price or the acquisition price of the treasury shares;
- (v) The conditions for paying up the shares to be subscribed or paying the shares to be acquired;
- (vi) The maximum term for exercise of the option or the criteria for establishing the exercise of the option;
- (vii) Any restrictions on the trading of the shares subscribed and/or acquired due to the exercise of the option; and
- (viii) Any penalties.

Interpretation of the Program. Any option granted according to any Program is hereby subject to all terms and conditions set forth in this Plan. In case of conflict between the Plan and the provisions of the Programs or any other instrument or agreement signed as a result of the Plan, the provisions set forth herein shall prevail.

Conditions of the Option. The terms and conditions of each option granted according to the Plan and the Programs shall be set at a Adhesion Agreement to the Plan signed by the Participant.

## **5. EXERCISE OF THE OPTION**

Exercise of the Option. For purposes of exercise of the option, the holder shall sign a subscription list with the Company or any other document that may be determined by the Committee, which shall include the number of common shares to be subscribed or purchased, as the case may be, the exercise price, and the payment conditions approved by the Committee and the Board, pursuant to the documents under which the option was granted.

Shareholder's Rights. No Participant shall have any of the rights of a shareholder of the Company until the options are duly exercised and the shares object of the options are effectively subscribed or purchased by the Participant, as the case may be, and registered on behalf of the Participant before the book-entry agent.

## **6. SHARES INCLUDED IN THE PLAN**

Amount of Shares Included in the Plan. The stock options granted under the Plan, including those already exercised or not, and not including those cancelled by Dismissal cases (see items 11 and 12 below), may grant rights to a number of shares not exceeding three percent (3%) of all shares issued by the Company at any time, and as long as the total number of shares issued or likely to be issued under the Plan are always within the Company's authorized capital limit.

Class of Shares Included in the Plan. The stock options granted under the Plan shall grant rights to exchange traded common shares.

Adjustments. If the amount of shares issued by the Company is increased, reduced, if there is stock split or reverse split or dividends paid in shares, the Committee shall, upon approval of the Board, make the adequate adjustments in the amount of common shares that have been issued according to the options that were exercised and those that were granted but not exercised. The adjustments may not change the total subscription price of the options granted but not exercised. No fraction of share shall be issued under the Plan or any of these adjustments.

## **7. EXERCISE TERM**

Vesting Period. After two years of their respective granting, 20% (twenty percent) of the options, only considering the options under a same grant, may be exercised by the Participant, subject to the other conditions of this Program and the Plan, plus 30% (thirty percent) after three years of their respective granting and the remaining 50% (fifty percent) after four years of their respective granting. After four years of their respective granting, all options, only considering the options under a same grant, may be exercised, subject to the other conditions of this Program and the Plan.

Exercise Term. The exercise term shall never be longer than six (6) years of the date of granting of the option.

## **8. EXERCISE PRICE**

Exercise Price. The basic price for exercise of the options and payment of the subscription or acquisition of shares by the Beneficiaries of the Plan shall be determined by the Board, pursuant to the recommendation of the Committee, at each Program, pursuant to the legal parameters, on the date of granting of the option, but never less than one hundred percent (100%) of the Exchange Price of the shares issued by the Company on the date of granting of the option. This price (100% of the Exchange Price) shall be observed in case of disposal of treasury shares by the Company to the Participants.

Exchange Price. For purposes of this Plan and each Program, the Exchange Price of the shares subject to exercise of the option shall be the weighted average trading price in the thirty (30) consecutive days of trading in the stock exchange before the date of the event that gave rise to it.

## **9. PAYMENT OF THE EXERCISE PRICE**

Minimum Payment in Full. In case of subscription of new shares, the share issue price shall be paid by the Beneficiaries of the call option under the conditions determined by the Committee, as approved by the Board, pursuant to the minimum payment in full provided by Law No. 6,404/76, in case the Committee authorizes the payment of the share price in installments.

Payment in Cash. The price of subscription or acquisition of the shares subject to the option exercise, as the case may be, shall be paid in cash.

Dividends. Unless otherwise resolved by the Board, shares acquired due to the exercise of the option provided for in this Plan shall be entitled to dividends distributed by the Company, including interest on shareholders' equity, against the profits reported in the fiscal year in which the subscription or acquisition occurred, as applicable.

#### **10. DELIVERY OF THE SHARES; RESTRICTIONS ON THE TRANSFER**

Delivery of Shares. No share may be delivered to the Participant as a result of the exercise of the option, unless all legal and regulatory requirements arising from this Plan and the Programs have been fully met.

Restrictions on the Transfer until Full Payment. Shares arising from the exercise of the call option may not be disposed to third parties while they are not fully paid, as applicable.

#### **11. DISMISSAL**

Dismissal. For purposes of this Plan, "Dismissal" means any act or fact that, with or without cause, terminates the legal relationship of the option Beneficiary with the Company that listed him/her for the granting of the option, except for retirement, permanent disability, or death. Dismissal also includes removal, replacement, or failure by the Participant to be re-elected as an officer and termination of the employment contract.

Dismissal by the Company. If the Participant is dismissed by initiative of the Company or its subsidiary, except for dismissal with cause and due to the situations established in Section 13 of this Plan, which shall observe the specific criteria set forth in such Section 13, all options granted thereto and not vested yet shall be automatically extinguished by operation of law, notwithstanding any notice or indemnification. Nonetheless, the Beneficiary of the options shall be entitled to exercise the options already vested on the date of the Dismissal within the non-extendable term of ninety (90) days of the date of Dismissal, upon payment in cash and in full of the remaining balance in case of payment in installments. The Committee may, upon authorization of the Board, extend this term when such measure is justified by the specific circumstances of the case.

Resignation. In case the Participant resigns for any reason, all options granted thereto and not vested yet shall be automatically extinguished by operation of law, notwithstanding any notice or indemnification. Nonetheless, the Beneficiary of the options shall be entitled to exercise the options already vested on the date of the Dismissal within the non-extendable term of thirty (30) days of the date of Dismissal, upon payment in cash and in full of the remaining balance in case of payment in installments.

Dismissal for Cause. If the Beneficiary of the options is Dismissed by the Company for cause, the non-vested options granted thereto shall be automatically extinguished by operation of law, notwithstanding any notice and without any indemnification obligation of the Company. The term for exercise of the vested options shall expire on the day before the Dismissal. If the shares subscribed as a result of the Plan are not fully paid up, the Participant shall have the amount of shares reduced proportionally to the amount effectively paid up.

#### **12. DEATH, PERMANENT DISABILITY, OR RETIREMENT OF THE PARTICIPANT**

Death. In case of death of a Beneficiary of an option, all options not vested yet shall promptly vest, and the option shall be extended to the heirs or successors of the Beneficiary of the option through legal succession or testamentary provision up to the end of the term of the option granted, and the option may be exercised in whole or in part by the heirs and/or successors of the holder of the option upon payment in cash. If the shares subscribed as a result of the Plan are not fully paid up, the legal representative of the Participant shall have the original term for the exercise of the option (which shall be automatically extended for two (2) years of the death if the option would have expired before such date) to pay up the total value of the subscribed shares or shall have the amount of shares reduced proportionally to the amount effectively paid up.

Permanent Disability or Retirement. In case of permanent disability or retirement of a Participant, all options not vested yet shall promptly vest and the exercise price shall be paid in cash. The options already vested may be exercised within the original term, as long as the payment is made in cash. If the shares subscribed as a result of the Plan are not fully paid up, the participant shall have the original term for the exercise of the option (which shall be automatically extended for two (2) years of the permanent disability or retirement if the option would have expired before such date) to pay up the total value of the subscribed shares or shall have the amount of shares reduced proportionally to the amount effectively paid up. For purposes of this Plan, retirement means the end of the legal relationship of the Retired Participant by initiative of the Company or its subsidiary that listed him/her for the granting of the option; provided that the Participant has more than sixty (60) years of age and is retired through the Brazilian Social Security Agency (INSS).

#### **13. EARLY EXERCISE OF OPTIONS**

Tender Offer for Acquisition of Shares. In case of the obligation to implement a tender offer for the acquisition of shares of the Company, under Articles 39, 40, 41 or 42 of the Company's Bylaws, or in case of success of a takeover bid for the Company prepared under Art. 257 of Law No. 6,404/76, one or another resulting in dismissal without cause of a Participant of the Plan by the Company within twelve (12) months of such occurrence, it is hereby set forth that all options previously granted to such Participant not yet likely to be exercised shall vest.

Other Events. The early exercise of the options that have been granted under this Plan may be implemented in other events not expressly provided for herein, provided that they are only used in situations of interest of the Company for exceptional cases of Officers dismissal, always upon prior verification and opinion of the Committee, which shall assess the relevant event and, as the case may be, shall suggest its approval to the Company's Board of Directors.

#### **14. APPLICABLE REGULATION**

Applicable Regulation. This Plan, each Program, the options granted based thereon, and the subscription of new shares derived from the options shall be in compliance with the applicable legal provisions and the applicable regulation of the Brazilian Securities and Exchange Commission – CVM. Each Participant shall undertake, under the Adhesion Agreement, to comply with the regulation of CVM, especially CVM Instruction No. 358/02 and the Company's Policy for Securities Trading .

Right of First Refusal by the Shareholders. The shareholders of the Company, pursuant to the provisions in art. 171, paragraph 3, of Law No. 6,404/76, as amended, shall not have the right of first refusal of or to exercise the options under the Plan.

#### **15. EFFECTIVE DATE AND TERMINATION OF THE PLAN**

Effectiveness. The Plan shall become effective upon approval of the Company's Extraordinary General Meeting and shall expire, at any time, by (a) decision of the Extraordinary General Meeting, (b) the cancellation of the Company's registration as a publicly-held company, (c) the cessation of trading of the common shares in an OTC market, organized market, or stock exchange as a result of the Company' corporate reorganization, (d) the winding-up and receivership of the Company, or (e) lapse of a ten (10)-year period of the date of approval of this Plan.

Resolution of the Shareholders. The cancellation of the Plan by resolution of the shareholders of the Company shall not affect the efficacy of the options that are still in effect and were formerly assigned or the prevalence of the restrictions on the marketability of the shares and/or the right of first refusal instituted herein.

Corporate Reorganization of the Company. In case of implementation of a Corporate Reorganization of the Company (as defined below), the Plan and the Programs shall be subject to analysis by the Board of Directors in order to resolve, in connection with such transaction, on the continuity of the Plan and/or any Program and the assumption of the options granted until then with the replacement of such options for new ones. For the purposes hereof, "Corporate Reorganization of the Company," means the merger, share merger, consolidation, spin-off, or any other form of corporate reorganization involving the Company in which the Company is not the surviving company.

Cancellation of Registration, Cessation of Trading, Dissolution or Liquidation. In the events of cancellation of registration as a publicly-held company, cessation of trading, dissolution and liquidation of the Company, the Plan and the Programs shall be subject to analysis by the Board of Directors in order to resolve, in connection with such operation, on the continuity of the Plan and/or any Program and the assumption of the options granted until then with the replacement of such options for new ones.

Except in the event of assignment to heirs or successors in case of death, as provided for in item (12) of this Plan, the options granted under this Plan are personal and non-transferable, therefore the Beneficiary may not, in any event, assign, transfer, or otherwise dispose of the options or the underlying rights and obligations to any third parties. The Beneficiary undertakes not to encumber the options granted or create any encumbrance that may preclude the enforcement of the provisions in this Plan.

## RESTRICTED SHARE PLAN

**THIS RESTRICTED SHARE PLAN OF LOJAS RENNER S.A. ("COMPANY") ("PLAN") WAS APPROVED BY THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF THE COMPANY HELD ON SEPTEMBER 23, 2015 AND WITH CHANGES APPROVED BY THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF THE COMPANY HELD ON OCTOBER 21, 2020.**

### 1. PLAN OBJECTIVE.

1.1 This Restricted Share Plan (the "Plan") is created in order to: (i) encourage the expansion, the success, and the achievement of the corporate purposes of Lojas Renner S.A. ("Company"); (ii) attract and retain the best professionals over time and offer benefits aligning these professionals' interests with the continuous growth of the Company; and (iii) enable the Company or other companies controlled by it ("Subsidiaries") to keep the Participants or the Beneficiaries (as defined below) working for them.

### 2. MANAGEMENT OF THE PLAN.

2.1 Management. This Plan shall be managed by the Company's Personnel Committee (the "Committee"), created pursuant to the Company's Bylaws and composed of members of its Board of Directors (the "Board"). However, the acts of the Committee shall always be approved by the Board of Directors.

2.2 Duties of the Board of Directors, Plan. Pursuant to the applicable legal and statutory provisions, the general conditions of the Plan, and the guidelines established by the Company's General Meeting, the Board of Directors shall have wide powers to, considering the Committee's recommendation, take all measures required and suitable for managing the Plan, including: (a) to create and apply general rules related to the granting of Restricted Shares (as defined in Section (4) below) under the Plan and to solve doubts of interpretation of the Plan; (b) to elect the Participants/Beneficiaries and authorize the granting of Restricted Shares in their favor, establishing all conditions of the grants, as well as to modify such conditions whenever necessary or convenient; (c) to authorize the disposal of treasury shares by the Company in order to meet the granting of Restricted shares under the Plan; (d) to take any other measures required for managing the Plan, as long as it does not imply changes; and (e) to propose changes to the Plan to be submitted for the approval of the Company's General Meeting.

2.2.1 In the performance of their duties, the Board of Directors and the Committee, as applicable, shall be subject, regarding the Plan, to the limitations established by law, the rules of the Brazilian Securities and Exchange Commission, the Bylaws, the applicable regulation, the Plan, the Committee's Internal Regulation, and the guidelines established by the shareholders of the Company in a general meeting.

2.2.2 Pursuant to the resolutions of the Board of Directors, the Committee shall have wide powers to implement the Plan and take all required and suitable measures for its administration and execution. The recommendations of the Committee do not bind the Company, unless if and when previously approved or homologated by the Board of Directors. Omissions shall be regulated by the Board of Directors, and the General Shareholders' Meeting shall be consulted whenever necessary.

2.3 The resolutions of the Board of Directors bind the Company with respect to all matters related to the Plan, as approved by the Company's General Meeting.

2.4 Restriction. The members of the Committee are not eligible to the Restricted Shares subject matter of this Plan, except as provided for in Section 3 below.

### 3. ELIGIBILITY – PARTICIPANTS

3.1 The professionals to participate in the Plan shall be those selected by the Committee (and approved by the Board of Directors) among the Officers, Executives and Employees of the Company and its subsidiaries ("Participant" or "Beneficiary"). For the purposes of this Plan: (a) "Officers" means the statutory officers of the Company and/or its subsidiaries; (b) "Executives" means the employees acting as non-statutory officers or managers that are employees of the Company and/or its subsidiaries; (c) "Employees" means employees in strategic positions to the business of the Company and/or its Subsidiaries so identified by the Committee.

3.2 Differentiated Treatments. Upon approval of the Board of Directors, the Committee may treat Participants found to be in a similar situation in a differentiated way and it is not required to, by any rule of isonomy or analogy, extend to other Participants any condition, benefit, or resolution that it deems applicable only to certain Participants. Subject to the approval of the Board of Directors, the Committee may also establish a special treatment for exceptional cases, as long as the rights already granted to the Participants and the basic principles of the Plan are not affected. Such exceptional regulation shall not be a precedent enforceable by other eligible professionals.

3.3 Tenure of Employment or Position. Nothing in the Plan shall grant the Beneficiaries rights related to the guarantee of tenure as an employee of the Company or its Subsidiaries, and nothing shall interfere, in any way, with the Company's and/or its Subsidiaries' right to, subject to legal conditions and to those of the employment contract, as the case may be, terminate the relationship with the Participant at any time. Also, nothing in the Plan shall grant to any Beneficiary rights related to his/her tenure until expiration of the term of office as an Officer or a member of the Board of Directors, and nothing shall interfere, in any way, with the Company's and/or its Subsidiaries' right to remove such Officer or member of the Board of Directors nor ensure the right to re-election to the position.

#### 4. RESTRICTED SHARES INCLUDED IN THE PLAN

4.1 Amount of Restricted Shares Included in the Plan. For purposes of this Plan, the Board of Directors may, upon prior recommendation of the Committee, grant a number of common, registered, and book-entry shares issued by the Company not exceeding one percent (1%) of all shares issued by the Company at any time ("Restricted Shares").

4.1.1 Treasury shares. The Restricted Shares to be granted to the Participants shall be those treasury shares of the Company.

4.2 Adjustments. If the amount of shares issued by the Company is increased, reduced, if there is stock split or reverse split or dividends paid in shares, the Committee shall make the adequate adjustments in the amount of common shares that have been assigned to the Participants but that are still within the Vesting Period (as defined below).

4.3 Dividends. Unless otherwise resolved by the Board of Directors, the Participants holding Restricted Shares transferred under this Plan, as long as the provisions of the Plan are complied with, including the Vesting Period, shall be entitled to the respective dividends in cash, including interest on shareholders' equity, against profits reported in the fiscal year in which the Restricted Shares were granted.

4.4 Shareholder's Rights. No Participant shall have any rights and privileges of a shareholder of the Company until the Restricted Shares are duly transferred to the Participant.

#### 5. RESTRICTED SHARES PROGRAMS

5.1 Granting Programs. The Restricted Shares shall be granted to the Participants selected by the Committee and approved by the Board from time to time through Restricted Share Programs ("Programs"). For each Program, the Committee shall recommend, and the Board of Directors shall establish, at their sole discretion, the total amount of Restricted Shares, the list of Participants, and the respective amount of Restricted Shares to be granted, and any applicable provisions, always pursuant to the rules of this Plan.

5.1.1 A Participant may receive Restricted Shares more than once, always under the terms and subject to the conditions of the Plan and at the Board of Directors' discretion. The receipt of Restricted Shares does not entitle the Participant to future grants of Restricted Shares.

5.1.2 Options will only be granted when the Company has, in the previous year, earned enough profit to guarantee the distribution of legal dividends to the shareholders. Also, for the options to be granted, each executive will be evaluated according to an array of objectives, measured by: corporate and individual goals and level of adherence to the principles and values of the Company.

5.2 At every Program, upon the approval of the Board of Directors, the Committee may grant the eligible Participants an amount of Restricted Shares, conditioned to the meeting of the following requirements:

- (i) meeting of a three (3)-year Vesting Period; and
- (ii) at the end of the Vesting Period, the relationship of the Participant with the Company shall be in full effect, without prejudice to compliance with other provisions in the Plan and the Program.

5.2.1 No Restricted Share shall be transferred to the Participant unless all legal and regulatory requirements and the requirements arising from this Plan, the Programs, and the Instruments for Granting of Restricted Shares have been fully met.

5.3 For the purposes provided for in this Plan, the following phrases shall have the following meanings:

(i) "Vesting Period" means the period of time that shall elapse so the Participant can be entitled to the Restricted Shares provided for in this Plan and constitutes one of the essential conditions to exercise such right.

(ii) "Instrument for Granting of Restricted Shares" means the document to be entered into by the Participant and the Company, which shall indicate, among other items, the amount of Restricted Shares assigned to the Participant, the Vesting Period, and the conditions so the Restricted Shares are effectively transferred to the Participant.

(iii) "Restricted Share Transfer" means the effective transfer of the ownership of Restricted Shares to the Participant upon meeting of all legal and regulatory requirements of this Plan, the Programs, and Instruments for Granting of Restricted Shares.

(iv) "Restricted Share Value." For any applicable purposes, the Restricted Share value shall correspond to one hundred percent (100%) of the average value (not considered the "after market") of the Company's shares in the stock exchange on the date of transfer of the Restricted Shares to the Participant.

#### 6. DISMISSAL

6.1 Dismissal. For purposes of this Plan, "Dismissal" means any act or fact that, with or without cause, terminates the legal relationship of the option holder with the Company that listed him/her for the granting of the Restricted Share, except for retirement, permanent disability, or death. Dismissal also includes removal, replacement, or failure to be re-elected as an officer and termination of the employment contract.

6.2 Dismissal by the Company. If the Participant is, in any event, dismissed by the Company or its subsidiary, with or without cause, and except for dismissal due to the situations established in Section 8 of this Plan, which shall observe the specific criteria set forth in such Section 8, the Restricted Shares granted thereto that did not meet the Vesting Period yet shall be

automatically extinguished by operation of law, notwithstanding any notice and without any indemnification obligation of the Company.

6.3 Resignation. In case the Participant resigns for any reason, all Restricted Shares granted thereto that did not meet the Vesting Period yet shall be automatically extinguished by operation of law, notwithstanding any notice and without any indemnification obligation of the Company.

## **7. DEATH; PERMANENT DISABILITY, OR RETIREMENT OF THE PARTICIPANT**

7.1 Death. In case the Participant dies, all Restricted Shares that did not meet the Vesting Period yet shall become immediately payable and shall be transferred to the heirs or successors of the deceased Participant holder of the Restricted Shares by means of legal succession or testamentary provision.

7.2 Permanent Disability or Retirement. In case the Participant becomes permanently disabled or retires, all Restricted Shares that did not meet the Vesting Period yet shall become immediately payable to the Participant. For purposes of this Plan, retirement means the end of the legal relationship of the Retired Participant by initiative of the Company or its subsidiary that listed him/her for the granting of the Restricted Share; provided that the Participant has more than sixty (60) years of age and retires through the Brazilian Social Security Agency (INSS).

Except in the event of assignment to heirs or successors in case of death, as provided for in item (7) of this Plan, the Restricted Shares granted under this Plan are personal and non-transferable, therefore the Beneficiary may not, in any event, assign, transfer, or otherwise dispose of the Restricted Shares granted or the underlying rights and obligations to any third parties. The Beneficiary undertakes not to encumber the Restricted Shares granted or create any encumbrance that may preclude the enforcement of the provisions in this Plan.

## **8. EARLY RIGHT TO RESTRICTED SHARES**

8.1 Tender Offer for Acquisition of Shares. In case of the obligation to implement a tender offer for the acquisition of shares of the Company, under Articles 39, 40, 41 or 42 of the Company's Bylaws, or in case of success of a takeover bid for the Company prepared under Art. 257 of Law No. 6,404/76, one or another resulting in dismissal without cause of a Participant of the Plan by the Company within twelve (12) months of such occurrence, it is hereby set forth that all Restricted Shares granted to such Participant, even if they are within the Vesting Period, shall be transferred to the Participant.

8.2 Other Events. The early transfer of the Restricted Shares that have been granted under this Plan may be implemented in other events not expressly provided for herein, provided that they are only used in situations of interest of the Company for exceptional cases of Officers dismissal, always upon prior verification and opinion of the Committee, which shall assess the relevant event and, as the case may be, shall suggest its approval to the Company's Board of Directors.

## **9. APPLICABLE REGULATION**

9.1 Applicable Regulation. This Plan, each Program, and the Restricted Shares granted based thereon shall be in compliance with the applicable laws and regulations of the Brazilian Securities and Exchange Commission – CVM. Each Participant shall undertake, under the Instrument for Granting of Restricted Shares, to comply with the regulation of CVM, especially CVM Instruction No. 358/02 and the Company's Policy for Securities Trading.

## **10. EFFECTIVE DATE AND TERMINATION OF THE PLAN**

10.1 Effectiveness. The Plan shall become effective upon approval of the Company's Extraordinary General Meeting and shall expire, at any time, by (a) decision of the Extraordinary General Meeting, (b) the cancellation of the Company's registration as a publicly-held company, (c) the cessation of trading of the common shares issued by the Company in an OTC market, organized market, or stock exchange, (d) the winding-up and receivership of the Company, or (e) lapse of a ten (10)-year period of the date of approval of this Plan.

10.2 Resolution of the Shareholders. The cancellation of the Plan by resolution of the shareholders of the Company shall not affect the efficacy of the Restricted Shares formerly assigned to the Participants or the prevalence of the restrictions on the marketability of the shares and/or the right of first refusal instituted herein.

10.3 Corporate Reorganization of the Company. In case of implementation of a Corporate Reorganization of the Company (as defined below), the Plan and the Programs shall be subject to analysis by the Board of Directors in order to resolve, in connection with such transaction, on the continuity of the Plan and/or any Program and the assumption of the Restricted Shares granted until then with the replacement of such Restricted Shares for new shares issued by the company resulting from the Corporate Reorganization ("Successor Company").

10.3.1 For the purposes of this Plan, "Corporate Reorganization of the Company" means the merger, share merger, consolidation, spin-off, or any other form of corporate reorganization involving the Company in which the Company is not the surviving company.

10.4 Cancellation of Registration, Cessation of Trading, Dissolution or Liquidation. In the events of cancellation of registration as a publicly-held company, cessation of trading, dissolution and liquidation of the Company, the Plan and the Programs shall be subject to analysis by the Board of Directors in order to resolve, in connection with such transaction, on the continuity of the Plan and/or any Program and the transfer of Restricted Shares to the Participant.

## **11. INTERPRETATION**

11.1 Interpretation of the Program. Any right granted pursuant to any Program is hereby subject to all terms and conditions of this Plan. In case of conflict between the Plan and the provisions of the Programs or any other instrument or agreement signed as a result of the Plan, the provisions set forth herein shall prevail.