

**SHAREHOLDERS' AGREEMENT OF
ORIGEM ENERGIA S.A.**

ENTERED INTO BY AND BETWEEN

**PSS ENERGY FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES MULTISTRATÉGIA -
INVESTIMENTO NO EXTERIOR,**

AND

JAGGERS 2022 INVESTMENT TRUST

AS SHAREHOLDERS,

AND

ORIGEM ENERGIA S.A.,

AS CONSENTING INTERVENING PARTY

DATED JUNE 02, 2025

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**SHAREHOLDERS' AGREEMENT
OF ORIGEM ENERGIA S.A.**

By this Shareholder's Agreement of Origem Energia S.A. ("Shareholder's Agreement" or "Agreement"), and in the best terms of the Law, the parties below:

(a) **PSS ENERGY FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES MULTIESTRATÉGIA - INVESTIMENTO NO EXTERIOR**, an equity investment fund regulated by CVM Resolution N. 175, issued by CVM on December 23, 2022, as amended, Taxpayer Identification Number (CNPJ/MF) 35.725.626/000140, duly represented by its manager, PRISMA OIL&GAS LTDA., with its head office located in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, n. 2.601, suite 112 (part), Jardim Paulistano, CEP: 01.452-000, enrolled in the Taxpayer Identification Number (CNPJ/MF) 43.241.818/0001-09, herein duly represented under the provisions of its articles of organization ("FIP Prisma"); e

(b) **JAGGERS 2022 INVESTMENT TRUST**, a legal entity duly organized and existing under the laws of the United States of America, with its head office located at 94 Applehead Island Drive, Horseshoe Bay, Tx 78657, enrolled in the Taxpayer Identification Number (CNPJ/MF) 48.794.151/0001-95, herein represented by its legal representative ("Jaggers"), and, together with FIP Prisma, "Parties" or "Shareholders");

and, as consenting intervening party:

(c) **ORIGEM ENERGIA S.A.**, a corporation, with its head office located in the City of Rio de Janeiro, State of Rio de Janeiro, at Rua Lauro Muller, n. 116, sala 4402, Botafogo, CEP 22290-160, enrolled in the Taxpayer Identification Number (CNPJ/MF) 32.021.201/0001-61, herein represented under the provisions of its by-laws ("Company")

PREAMBLE

WHEREAS, on this date, the Company is a publicly-held corporation, with its registration as a category "a" securities issuer with the CVM under n. 27227, granted on June 30, 2023:

SHARE SHAREHOLDER	Number of Shares	Total
FIP Prisma	888.002.166	95,860%
Luiz Felipe	12.013.546	1,297%
Luna	12.013.546	1,297%
Nathan	12.013.546	1,297%
Jaggers	2.314.728	0,250%
TOTAL	926.357.532	100%

WHEREAS the Parties, in their capacity as shareholders of the Company, wish to enter into this Shareholders' Agreement in order to mainly establish certain rules for the exercise of voting rights and the Transfer of shares issued by the Company, among others, in relation to the Company, in accordance with the By-Laws;

WHEREAS FIP Prisma, Luiz Felipe Coutinho Martins Filho, Taxpayer Identification Number (CPF/MF) 010.596.814-55 ("Luiz Felipe"), Luna Maria Teixeira Viana, Taxpayer Identification Number (CPF/MF) 122.263.987-40 ("Luna") and Nathan Allan Biddle, Taxpayer Identification Number (CPF/MF) 060.646.497-20 ("Nathan") in their capacity as Shareholders, and the Company, in its capacity as consenting intervening party, entered into the Company's Shareholders' Agreement on June 7, 2023 ("Shareholders' Agreement of June 7, 2023") and

WHEREAS, Luiz Felipe, Luna and Nathan, in their capacity as shareholders, and the Company, under article 2.6 of the Shareholders' Agreement of June 7, 2023, have irrevocably and irreversibly agreed to enter into this Shareholders' Agreement;

THE PARTIES hereby RESOLVE to enter into this Shareholders' Agreement, under and for the purposes of article 118 of Brazilian Corporations Law, which shall be governed by the following provisions:

ARTICLE 1^a DEFINED TERMS AND RULES OF CONSTRUCTION

1.1. Defined Terms. for the purposes of this Agreement (including the Preamble above and its Annexes), unless otherwise expressed herein, capitalized words and expressions shall have the following meanings:

"Affiliate" means, with respect to a Person, (a) any Person directly or indirectly in control of such Person, (b) any person directly or indirectly Controlled by such Person, or (c) any Person directly or indirectly under common Control with such Person. In relation to FIP Prisma and solely for the purposes of article 3.3, any other Person, directly or indirectly, managed by Prisma Capital Ltda., as well as their respective Parent Companies, Subsidiaries and/or Persons under common Control, directly or indirectly, as well as any and all companies (portfolio companies) which, directly and/or indirectly, make up the investment portfolio of the funds managed, directly and/or indirectly, by Prisma Capital Ltda. and/or their respective Controllers or Persons under common control shall also be considered affiliates (each being a "Prisma Portfolio Company");

"Affiliates" means, jointly or separately, all the companies in which the Company holds or will hold a 50% interest or less;

"Agreement" has the meaning ascribed thereto in the Parties' Identification;

"Annexes" means the documents that have been annexed to the agreement and become part of it;

"Anti-Corruption Laws" means applicable Brazilian and foreign legislation that inhibits or prohibits corruption, influence peddling, bribery, kickbacks or related unlawful acts, including, without limitation: Law n. 12.846, of August 1, 2013, as amended and regulated, including, in the federal sphere, Decree n. 8.420, of March 18, 2015; Law n. 8.429, of June 2, 1992, as amended; decree-law n. 8.666, of June 21, 1993, as amended; Decree-law n. 2.848, of December 7, 1940; *the U.S. Foreign Corrupt Practices Act of 1977*, as amended, and the *United Kingdom Bribery Act of 2010*;

"B3" means B3 S.A. - Brazil, Bolsa, Balcão;

"Brazil" means The Federative Republic of Brazil;

"Business Day" means a day, other than Saturday or Sunday, on which commercial banks are not required or authorized by law to close in the City of São Paulo, in the State of São Paulo, and in the City of Rio de Janeiro, in the State of Rio de Janeiro;

"By-Laws" means the Company's by-laws;

"Civil Code" means Law N. 10.406 of January 10, 2002, as amended;

"CNPJ/MF" means The National Register of Legal Entities of The Ministry of Finance

"Code Of Civil Procedure" means Law N. 13.105 Of March 16, 2015, as amended;

"Company" has the meaning ascribed thereto in the Parties' identification;

"Control" when used in relation to a person, means, (a) the direct or indirect ownership of partner, shareholder or quotaholder rights, individually or jointly held with a group of persons bound by a voting agreement (or other link of any nature) or under common control, which directly or indirectly ensure, on a permanent basis, the majority of votes at meetings of partners, general meetings or similar decision-making body of a given person; and (b) the power to elect the majority of the members of the board of directors or other decision-making body, or to define the voting orientation within the scope of any person, whether by reason of a corporate interest, under contract or by any other means, under the provisions of article 116 of Brazilian Corporations Law. Terms derived from control, such as "Controlled/Subsidiary" and "Controlling/Parent Company", shall have meanings analogous to control;

"Corporate Interest" means shares in corporations, quotas in limited liability companies,

any securities convertible into and/or exchangeable for shares or quotas, as well as any interests in other types of companies, consortia, investment funds and associations of any kind;

"Corporations Law" means law n. 6,404 of December 15, 1976, as amended;

"CPF/MF" means the National Register of Individuals of the Ministry of Finance;

"CVM" means the securities and exchange commission;

"Drag Along Notice" has the meaning ascribed thereto in Article 5.1:

"Drag Along Right" has the meaning ascribed thereto in Article 5.1;

"Equity Value per Share" means the amount of the company's shareholders' equity divided by the total number of shares issued by the Company; and

"Exchange Variation" means the percentage variation of the Reais/US\$ "sale" commercial exchange rate, expressed in Reais for each United States dollar, based on the averages of the respective market operations, disclosed by the Central Bank of Brazil through its website (<https://www.bcb.gov.br/>), option (financial stability, foreign exchange and international capital, currency quotations, consultation of quotations and bulletins, closing quotations of all currencies on a date, United States dollar (US\$) (code: 220), (Quotations in Reais), and the average daily commercial exchange rates for each month should be taken into account when defining the average daily commercial exchange rate in each month.

"FIP Prisma" has the meaning ascribed thereto in the Parties' Identifications;

"Generally Accepted Accounting Principles in Brazil" means the accounting principles generally accepted in Brazil, in accordance with Brazilian Corporations Law, supplemented by manuals, pronouncements, interpretations and standards issued by the Federal Accounting Council - CFC and the Accounting Pronouncements Committee - CPC;

"Government Authority" means any subdivision, authority, agency or body of Brazilian government, including: (a) the federal government and state or municipal governments; (b) governmental, regulatory, executive, legislative, judicial or administrative authorities, as well as any tax authority, which includes, with respect to items (a) and (b), their respective agencies, divisions, departments, boards, or commissions; (c) a court, tribunal or judicial, administrative or arbitral authority, including the courts of accounts; and (d) the CVM or the b3 or organized over-the-counter market that has jurisdiction over the relevant person;

“Investees” means, jointly or separately, the Company’s Subsidiaries and Affiliates;

“Jaggers” has the meaning ascribed thereto in the Parties’ Identification;

“Law” means any legal rule, constitution, treaty, law, statute, regulation, decree, rule, official letter, resolution, measure, order or requirement issued, promulgated, entered into or imposed by any Governmental Authority, including subsequent amendments, which produces effects in Brazilian legal system and is applicable in the cases specified herein;

“Lien” means, as the case may be, any mortgage, pledge, third party’s right, demand, security interest, lien, encumbrance, charge, fiduciary sale with or without reservation of title, bond, seizure, attachment, hiring, sub-hiring, licensing, lease, small-estate probate, usufruct, easement, covenant, condition, adverse possession, voting agreement, equity interests, option, preemptive right, right of first offer, right of negotiation or acquisition, or other limitations, constraints or restrictions of any nature whatsoever, which includes, without limitation, liens constituted as a result of a contractual or legal provision or a decision by a Governmental Authority;

“Liquidity Event” means a (a) Transfer of Shares, in a transaction or series of transactions relating to a Person or group of Persons other than Permitted Transfers; (b) liquidation or winding-up of the Company; or (c) sale, transfer or other disposition of all or a substantial part of the assets of the Company;

“Offered Shares” means the Shares issued by the Company that any of the Shareholders, directly or indirectly, intends to Transfer to the Prospective Purchaser, pursuant to the applicable provisions hereof;

“Offering Shareholder” means the Shareholder that wishes or is willing to Transfer, directly or indirectly, its Shares to the Potential Buyer, under the provisions of the Articles hereof;

“Order” means any order, determination, decision, judgment, order (even if preliminary or interlocutory), whether of an administrative, judicial or arbitral nature, issued by a Government Authority;

“Parties” has the meaning ascribed thereto in the Parties’ Identification;

“Permitted Transfers” has the meaning ascribed thereto in Article 3.3;

“Person” means, as the case may be, an individual or legal entity of any nature, a non-personified entity, organized in accordance with Brazilian or foreign law, including, without limitation, companies of any kind, in fact or in law, joint ventures, associations, consortia, trust, condominiums, investment funds, universality of rights, agencies and any other entities, under public or private law, including any Governmental Authority;

"Potential Buyer" means any Third Party who expresses an interest, whether binding or not, in the direct or indirect acquisition of shares held by any of the shareholders, for valuable consideration, in whole or in part, whether by means of an isolated operation or in conjunction with others;

"Preamble" means the preamble to this Agreement;

"Registration" has the meaning ascribed thereto in the Preamble;

"Related Parties" means, (a) with respect to any natural person, his or her spouse, common-law partner or equivalent and relatives up to the second degree of consanguinity and any Affiliate; and (b) with respect to any legal Person, any Affiliate and any shareholder, quotaholder or director;

"Share" or "Shares" has the meaning ascribed thereto in Article 2.1;

"Shareholders" has the meaning ascribed thereto in the Parties' Identification;

"Subscription Price Per Share" means R\$ 1,458;

"Subsidiaries" means, jointly or severally, all companies directly or indirectly controlled by the Company, and any and all companies in which the Company holds or will hold control;

"Tag Along Offer Notice" has the meaning ascribed thereto in Article 4.1.1;

"Tag Along Offer Terms" has the meaning ascribed thereto in Article 4.1.1;

"Tag Along Right" has the meaning ascribed thereto in Article 4.1;

"Taxes" means any and all taxes, social contributions, social security contributions, charges, fees, duties or other assessments imposed by any governmental authority, including, without limitation, taxes on income, net income, gross revenue, consumption, ownership, sales, gains, use, license, customs duties, unemployment, capital stock, transfer, franchise, payroll, withholding, social security, profits, donations, labor compensation, value added, goodwill, credit, services, lease, employment, and shall include interest, penalties, fines, restatements or additions attributable thereto or attributable to any failure to comply with any requirement relating to tax returns;

"Third Party" means any person other than the Company, the Parties or their Affiliates;

"Transfer" (and its verbal variations) means, directly and/or indirectly, the sale, undertaking to sell, disposition, lien, assignment, granting of a purchase or sale option, exchange, contribution to the capital stock of another company, transfer or any other form

of encumbrance or loss of ownership, directly or indirectly, including, without limitation, through corporate reorganizations, of any of the shares held, directly or indirectly, at any time, by the shareholders, as well as of the rights ascribed to such shares;

"Verification Event" means (a) a Liquidity Event occurring in relation only to the Shares held by FIP Prisma, (b) an initial public offering of shares in the Company or (c) a capital increase in the Company carried out by a third party other than the Shareholders (or their Affiliates).

1.2 Rules of Construction. For the purposes of this Agreement, unless the context otherwise requires:

1.2.1 The Preamble and the Annexes form an integral part hereof and shall be in force and have the same effect as if they had been expressly provided for in the body of this Agreement, it being understood that any reference to this Agreement shall include all items in the preamble and all the Annexes. In the event of conflict between the provisions of the Annexes and this Agreement, the terms and conditions of this Agreement shall prevail;

1.2.2 Unless otherwise expressly provided herein, all references to any Parties include their respective permitted successors and assigns;

1.2.3 References to this Agreement, or any other document, shall be interpreted as references to this Agreement or such other document, as amended, modified, restated, supplemented or replaced from time to time;

1.2.4 Any reference to laws or legal provisions shall include all supplementary legislation enacted and approved, from time to time, pursuant to such legal provision, as amended or consolidated, in the terms in force at the time of entering into this Agreement;

1.2.5 Any reference to the singular must include the plural and vice versa;

1.2.6 Any reference to the masculine or feminine gender must include each other;

1.2.7 The expression "this Article", unless followed by a reference to a specific provision, shall be deemed to refer to the entire Article (not just the Article, paragraph or other provision) where the expression appears;

1.2.8 The headings of Articles, sub-articles, Annexes, parts and paragraphs are for convenience only and shall not affect the interpretation of this Agreement; and

1.2.9 The words “include” and “including” must be interpreted as being for illustration or emphasis only, and must not be interpreted as, nor applied as, a restriction on the generality of any previous word.

ARTICLE 2

SHARES BOUND TO THE AGREEMENT AND CORPORATE INTERESTS

2.1 Shares Bound to the Agreement. Subject to this Agreement are all the shares representing the Company’s capital stock, which are owned by the Shareholders on this date, as well as any common shares that may be subscribed for and/or acquired by the Shareholders or their successors, in any capacity, including, without limitation, by means of purchase, donation, succession, subscription, splits, reverse splits, conversion, bonuses, payment of dividends, conversion, or that come to be held by any of the Shareholders as a result of mergers (including of shares), consolidations, spin-offs or other type of corporate reorganization, form of recapitalization or as a result of the exercise of call options, warrants, as well as all the rights and prerogatives inherent thereto and other bonds or securities, directly or indirectly, convertible into and/or exchangeable for shares of the Company (and the shares resulting therefrom) or which entitle the holder to acquire the rights and prerogatives inherent thereto, as well as all the rights inherent to said shares under the provisions of Brazilian Corporations Law (“Shares” or, individually, “Share”).

2.1.1 Corporate interests subscribed, acquired, bonus-earned, exchanged, including those issued by other companies in substitution for shares, shall be covered by the definition of shares.

2.1.2 Once the Registration is obtained, all the Shares will be book-entry shares, held in deposit accounts in the name of their holders, with the financial institution authorized by the CVM, with whom the Company has a custody agreement in force, without the issue of certificates.

2.2 Corporate Interests. The Company’s capital stock is represented by 926.357.532 shares, all common, on this date, registered (becoming book-entry, as of obtaining the Registration), without par value, with voting rights, free and clear of any Liens (except for the Liens arising from this Agreement and the Shareholders’ Agreement of June 7, 2023), and are distributed among the Shareholders as follows:

SHARE SHAREHOLDER	Number of Shares	Total
FIP Prisma	888.002.166	95,860%
Luiz Felipe	12.013.546	1,297%
Luna	12.013.546	1,297%
Nathan	12.013.546	1,297%
Jaggers	2.314.728	0,250%
TOTAL	926.357.532	100%

2.2.1 Each Shareholder hereby represents and warrants (a) that he/she is the beneficial owner and holder of the Shares registered in his/her respective name in the Company's registered shares registration book (which Shares shall become book-entry upon obtaining the registration; (b) that their respective Shares are free and clear of any Liens, except for those arising from this Agreement, and, in the case of the Shares held by FIP Prisma, the Liens arising from the Shareholders' Agreement of June 7, 2023; and (c) there is no legal or administrative proceeding that may, in any way, even indirectly, affect or restrict the free exercise of the rights and prerogatives inherent to their Shares.

2.3 BY-laws. On this date, the Company is governed by its By-laws.

2.4 Company's Obligations; Performance of the Agreement. The Company undertakes and is required to comply with, and the Shareholders undertake to cause the Company to comply with any and all provisions of this Agreement throughout its term. The Company shall not record, consent to or ratify, and the Shareholders undertake to cause the Company not to record, consent to or ratify, any vote or approval of the Shareholders or of any director, officer or manager, or to perform or fail to perform any act that breaches or is inconsistent with the provisions of this Agreement.

2.4.1 Pursuant to article 118, paragraph 8, of Brazilian Corporations Law, the chairman of the general meeting, as well as the chairman of the Company's collegiate management bodies, shall not count any vote cast in disagreement with the provisions hereof, subject to the provisions of article 118, paragraph 9, of Brazilian Corporations Law, in the event of non-attendance or abstention from voting in resolutions of the general meetings.

2.4.2 The Company undertakes and is required to cause its subsidiaries to comply with any and all provisions of this Agreement applicable thereto throughout its term. The Shareholders shall take all necessary steps and measures to ensure that the Company's representatives who participate in general meetings, meetings of the board of directors, executive board, as well as the management of the investees, as applicable, comply with the provisions of this Agreement and the resolutions made by the Shareholders.

2.5 Cooperation. Each Party and the Company agree to cooperate in good faith so that all the required or advisable measures are taken to comply with all the provisions and operations provided for herein, and acknowledge and agree that any attitude and/or measure taken in disagreement with what is agreed herein and/or which represents a breach of the obligations assumed by the Parties herein with respect to the Company, shall be null and void.

2.6 Conflict of Provisions. In the event of any conflict between the provisions of the By-Laws and the provisions of this Agreement and/or the shareholders' agreement of June 07, 2023, the provisions of the by-laws shall prevail.

2.7 Restrictions. If any Shareholder goes into judicial or extrajudicial liquidation, or in the event of succession by death, as applicable, or suffers intervention by public authorities or by third parties, as such being understood also in the event of judicial or extrajudicial reorganization or of any other nature, or has its winding-up deliberated or decreed, all its shares shall remain subject to the articles and conditions hereof, to the maximum extent permitted by law, and the affected shareholder shall exercise its voting rights in respect of the shares, and shall cause the member(s) of the board of directors appointed thereby to exercise its voting rights at all times in accordance with its fiduciary duties and in the best interests of the Company.

ARTICLE 3 TRANSFER OF SHARES

3.1 General Provisions. Any transfer of shares or pre-emptive rights in the subscription for shares, or bonds convertible into shares, or, additionally, the creation of any Lien thereon, in breach of this Agreement shall not be valid and shall be deemed null and void by operation of law, and it is therefore prohibited (a) by the Company (x) prior to obtaining the registration, the registration in the share transfer registration book and in the registered shares registration book; and (y) subsequent to obtaining the registration, the issuance of any instruction to the bookkeeping agent to the same effect; and (b) the exercise by the transferor and transferee of the corresponding voting rights or any other right guaranteed by the shares.

3.2 Constitution of Liens. Jagers may not create any Liens on shares issued by the Company without the prior written approval of FIP Prisma. Even if authorized, the creation of any Lien over the shares shall be valid and effective only if the beneficiary thereof, prior to the effectiveness of such Lien, agrees and undertakes, in writing, to comply with the terms and conditions hereof, including, without limitation, the provisions of Article 3.5.

3.3 Permitted Transfers. The rules set forth in this Article 3 and in Article 4 and Article 5 ("Permitted Transfers") shall not be applicable to (a) any transfers of shares made between FIP Prisma and its affiliates and/or from Jagers to its affiliates, provided that, in such event, (1) such transferees expressly adhere to all the terms and conditions hereof; and (2) the transferor shareholder gives the other shareholders prior notice of the transfer, up to three business days in advance; and (b) any transfers of shares made by Jagers due to the exercise of its tag along right.

3.4 Indirect Transfer. Subject to the provisions of Article 3.3 above, the Parties and the Company hereby agree that any form of indirect transfer of the shares, including, without

limitation, those carried out through merger (including of shares), spin-off or consolidation, as well as through the exchange of shares shall be deemed to be disposals subject to the provisions of this Article 3 and of, Article 4 and Article 5, except as otherwise provided herein. Notwithstanding any provision hereof to the contrary, the Parties acknowledge and agree that transfers of shares (direct or indirect) issued by FIP Prisma between its shareholders and/or third parties shall not be subject to any of the restrictions set forth in this Agreement, such transfers being classified as permitted transfers in any event.

3.5 Transfer to Third Parties. After complying with the procedures set forth in Article 4, as applicable, the transfer or assignment of shares held by each of the shareholders to a Third Party, when permitted by this Agreement, shall be valid only if said Third Party fully and unrestrictedly agrees, in writing, to adhere to this Agreement, as if it were an original party thereto.

ARTICLE 4 TAG ALONG RIGHT

4.1 Tag Along Right. In the event that FIP Prisma receives an offer from a prospective purchaser to dispose of, or otherwise transfer, its offered shares, in whole or in part, and decides to transfer the offered shares to the prospective purchaser, Jagers shall be entitled to require that the transfer of the offered shares by FIP Prisma to the prospective purchaser encompass 100% (one hundred per cent) of the shares then held by Jagers, which shall be acquired in the same conditions as the Offered Shares by FIP Prisma ("Tag Along Right").

4.1.1 In order to enable the Tag Along Right, FIP Prisma must send notice to Jagers, within 15 days of receiving the offer sent by the potential buyer, in accordance with the provisions of Article 7.1 with a copy to the Company ("Tag Along Offer Notice"), containing: (a) the number of shares offered; (b) the name and full identification of the prospective purchaser and the economic group to which it belongs; and (c) the main terms and conditions of the offer, including, without limitation, (i) the price offered per offered share, (ii) the terms and conditions of payment and (iii) other conditions of the proposed transfer, including the representations and warranties to be provided and any indemnities ("Tag Along Offer Terms").

4.1.2 During the 45-day period following receipt of the tag along offer notice, Jagers shall inform FIP Prisma in writing whether or not it will exercise its tag along right in the acquisition of the offered shares. If Jagers chooses to exercise its tag along right, it must fully adhere to the terms and conditions of the transfer contracted by FIP Prisma, subject to the provisions of Article 4.1.4.

4.1.3 The failure to manifest as to the exercise of the tag along right within the period established in Article 4.1.2 shall, for all intents and purposes, constitute an irrevocable and irreversible waiver by Jagggers of the exercise of its Tag Along Right.

4.1.4 The exercise of the Tag Along Right shall be irreversible and irrevocable and, once exercised, Jagggers shall be required to perform all acts reasonably required for the transfer of the offered shares and of the shares subject to the tag along right to be duly completed in the shortest possible time, provided that Jagggers shall make representations and warranties about itself, the Company and the shares held thereby, and shall be required to indemnify the prospective purchaser for any breach of such representations and warranties and for any liabilities and contingencies of the Company and its subsidiaries, in proportion to its interest in the capital stock of the Company at the time of the transfer, under the same terms and conditions (mutatis mutandis to the extent necessary to reflect Jagggers' interest in the Company's capital stock) as may be agreed by FIP Prisma with the prospective purchaser in the context of the transfer of the shares subject to the tag along right. Each shareholder shall bear their respective costs and expenses incurred in preparing and carrying out the transfer, including legal and professional fees.

4.1.5 Jagggers may exercise its Tag Along Right without limitation in the event of a transfer of shares, subject to the provisions of Article 3.3.

ARTICLE 5 DRAG ALONG RIGHT

5.1 Drag Along Right. Jagggers agrees and accepts that, in the event FIP Prisma receives an offer from a potential buyer to transfer all the shares it owns and/or a number of shares that implies a direct or indirect transfer of control of the Company, FIP Prisma shall have the right, but not the obligation, to negotiate the transfer to the prospective purchaser of all the shares held by Jagggers (and by other shareholders who may hold shares in the Company and who may adhere to this Agreement) ("Drag Along Right") on terms and conditions similar to those applicable to FIP Prisma by sending notice to Jagggers (and other shareholders, as applicable), informing of FIP Prisma's intention to exercise the Drag Along Right ("Drag Along Notice").

5.1.1 Within 30 days of receipt of the offer sent by the potential buyer, FIP Prisma shall send the Drag Along Notice to Jagggers (and other shareholders, as applicable), in accordance with the provisions of Article 7.1 with a copy to the Company. The Drag Along Notice must contain: (a) the name and full identification of the potential buyer and the economic group to which it belongs; (b) the main terms and conditions of the offer, including, without limitation, (i) the price offered per share, (ii) the terms and conditions of payment, and (iii) other conditions of the proposed

transfer, including the representations and warranties to be provided and any indemnities; and (c) information about the date and place at which Jagers must execute the Share Purchase Agreement and the share transfer terms in the respective share transfer registration book of the Company, as well as other documents reasonably necessary or required by the Potential Buyer.

5.1.2 Jagers (and other shareholders, as applicable) shall execute and deliver all documents required by FIP Prisma to complete the transfer in the shortest possible time, noting that Jagers (and other shareholders, as applicable) shall make representations and warranties about itself, the Company and the shares held thereby, and shall be required to indemnify the potential buyer for any breach of such representations and warranties and for any liabilities and contingencies of the Company and its subsidiaries, in proportion to its interest in the Company's capital stock at the time of the transfer, under the same terms and conditions (mutatis mutandis to the extent necessary to reflect Jagers' interest in the Company's capital stock) as may be agreed by FIP Prisma with the potential buyer in the context of the transfer of the shares subject to the Drag Along Right. Each shareholder shall bear their respective costs and expenses incurred in preparing and carrying out the transfer, including legal and professional fees.

ARTICLE 6 GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law. This agreement shall be governed by and construed in accordance with the laws of Brazil.

6.2 Dispute Resolution by Arbitration. The Company, its shareholders, managers, members of the audit committee, effective and alternate, if any, are required to resolve, by means of arbitration, before the market arbitration chamber, under its regulations, any dispute that may arise between them, connected with or arising from their status as issuer, shareholders, managers and members of the audit committee, in particular, arising from the provisions contained in Law n. 6.385/76, in Brazilian Corporations Law, the By-Laws, the rules issued by the National Monetary Council, the Central Bank of Brazil and the CVM, as well as other rules applicable to the operation of the capital market in general.

ARTICLE 7 GENERAL PROVISIONS

7.1 Notices. All notices, agreements, waivers and other notifications must be in writing and delivered by registered letter with return receipt, recognized courier service, or by hand at the address and to the persons responsible indicated below, or by e-mail with delivery confirmation, according to the e-mail addresses indicated below:

(a) If to FIP Prisma:

**PSS ENERGY FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES
MULTIESTRATÉGIA - INVESTIMENTO NO EXTERIOR (PRISMA OIL&GAS
LTDA.)**

Avenida Brigadeiro Faria Lima, 2.601, conjunto 112 (parte)

São Paulo, SP

CEP 01452-000

A/C: Rodrigo Pavan

E-mail: rpavan@prismacapital.com;

legal@prismacapital.com

(b) If to Jaggers:

JAGGERS 2022 INVESTMENT TRUST

94 Applehead Island Drive,

Horseshoe Bay, TX 78657,

Estados Unidos da América

E-mail: jjaggers@jnj3.com

(c) If to the Company:

ORIGEM ENERGIA S.A.

Rua Lauro Müller, nº 116, sala 4402, Botafogo,

Rio de Janeiro, RJ, Brasil

CEP 22290-160

A/C: Luiz Felipe Coutinho Martins Filho

E-mail: lfc@origemenergia.com

Copy to: para o FIP Prisma

7.1.1 Notices given in accordance with this Article 7.1 shall be deemed to have been given: (a) at the time they are delivered, if delivered in person; (b) at the time they are delivered, if sent by post with return receipt or by courier service; and (c) if by e-mail, on the date stated in the non-automatic delivery confirmation; except in the case of notices received outside normal business hours (from 8 a.m. to 8 p.m.), which shall be deemed to have been received on the immediately following business day. Receipt of the e-mail shall be considered valid notice regardless of delivery by any other means.

7.1.2 Any Party and/or the Company may change the address to which notice is to be given by written notice to the other parties and the Company in accordance with this article; if such notice is not given, any notice or communication delivered

to the addressees or at the addresses indicated above shall be deemed to have been duly given and received.

7.2 Registration and Annotation. The Company is required to file, and the shareholders are required to cause the company to file, this agreement at the Company's registered office, in the form and for the purposes of the provisions of articles 40 and 118 of the Corporations Law. For the purpose of recording this Shareholders' Agreement on the share certificates, in accordance with the law, the Company is required to cause a legend with the following text to be affixed next to the respective share registrations and on the share certificates, if issued:

"THE TRANSFER OR ENCUMBRANCE, ON ANY BASIS WHATSOEVER, OF THE SHARES REPRESENTED BY THIS REGISTRATION, AS WELL AS THE EXERCISE OF VOTING RIGHTS CONNECTED THEREWITH, ARE BOUND BY AND SUBJECT TO THE COMPANY'S SHAREHOLDERS' AGREEMENT ENTERED INTO ON JUNE 02, 2025, AS AMENDED".

7.3 Expenses. Except as otherwise expressly provided herein, each party shall be responsible for its respective costs and expenses, whether direct or indirect, relating to this Agreement and all transactions connected therewith, including attorneys' fees and commissions due to financial or accounting advisors.

7.4 Taxes. Unless otherwise provided in this Agreement, each party shall be liable to pay any tax with respect to which, under law, it is deemed to be a taxpayer in connection with the transactions contemplated herein.

7.5 Irrevocability and irreversibility; Binding Effect. This Agreement is entered into by the Parties on an irrevocable and irreversible basis, and its terms and conditions constitute legal, valid and binding obligations, binding the Parties and their relevant heirs, permitted successors and assigns.

7.6 Assignment. This agreement shall benefit and bind the Parties and their relevant permitted successors and assigns. Except as expressly provided, including, without limitation, in the case of permitted transfers, the obligations and rights under this agreement may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party.

7.7 Specific performance. This Agreement constitutes an extrajudicial execution instrument under the provisions of article 784, item iii, of the Code of Civil Procedure. Without prejudice to other remedies held by the Parties and the Company, the provisions and obligations assumed herein are specifically enforceable under the provisions of article 118, paragraph 3, of the Corporations Law and articles 497 to 501, 536 to 538 and 806 to 823 of the Code of Civil Procedure, and it is possible that any losses and damages may not be adequate satisfaction of the rights of the Parties and the Company. This remedy shall

not be considered the sole remedy for breach of this Agreement, but only an additional remedy to other available remedies.

7.8 Amendments. This Agreement may only be amended, replaced, canceled, renewed or extended, and the terms of this Agreement may only be waived, by means of a written instrument signed by all the Parties or, in the case of a waiver, by the Party waiving the respective right.

7.9 Waivers. No delay or omission by either Party to exercise any right under this Agreement shall operate as a waiver of such right or novation, nor prevent the further or subsequent exercise thereof. No extension of term or forbearance granted to any Party shall change or affect any power, faculty or right of the other Party, or the obligations of the Party to whom such extension or forbearance is granted.

7.10 Entire Agreement. This Agreement and its Annexes constitute the entire agreement between the Parties and are the only instruments governing and providing for the subject matter hereof, superseding and revoking any and all previous arrangements, understandings, memoranda, letters, agreements or other instruments between the Parties, whether verbal or in writing, with regard to their subject matter.

7.11 Severability. Any term or provision of this Agreement and/or its Annexes which is declared invalid or unenforceable shall be deemed ineffective only to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of such article of this Agreement and/or the Annex. The Parties shall negotiate in good faith the replacement of the null and void or ineffective provision with another that, as far as reasonably possible, achieves the purpose and effects originally intended.

7.12 Good Faith. The negotiations between the Parties hereunder, as well as the actual drafting of this Agreement and all its Annexes, were conducted by the Parties on the basis of the Principle of Probity and Good Faith referred to in article 422 of the Civil Code.

7.13 Consenting Intervening Party. The Company executes this Agreement, in its capacity as consenting intervening party, undertaking to take, insofar as applicable, all acts required to comply with all the terms and conditions hereof.

7.14 Computation of Terms. Any deadlines relating to this Agreement, in the absence of a rule expressly set out therein, shall be counted in accordance with article 132 of the Civil Code, i.e. excluding the day on which they begin and including the day on which they expire. All deadlines established herein, including, without limitation, deadlines for making payments, that end on a period that is not a business day shall be automatically extended to the first subsequent business day, without the party having to take such action being subject to any penalty.

7.15 Term. This Agreement shall be valid and effective as from June 02, 2025 and shall remain in force until the earlier of (a) June 07, 2041 or (b) the date of disclosure of the announcement of the commencement of the initial public offering of the Company's shares on a stock exchange or corresponding document.

7.16 Electronic Signature. The Parties agree, covenant and admit as valid for all purposes that this Agreement may be electronically signed, with or without a digital certificate, using the platform D4sign, in accordance with the provisions of provisional measure N. 2.200-2, of August 24, 2001. The Parties shall confirm by e-mail to the addresses listed in Article 7.1, the conclusion of the process of signing this Agreement for the purposes of the provisions of paragraph 2 of article 10 of provisional measure N. 2.200-2, of August 24, 2001.

IN WITNESS WHEREOF, THE PARTIES HEREBY SIGN THIS AGREEMENT DIGITALLY IN THE PRESENCE OF THE TWO UNDERSIGNED WITNESSES.

RIO DE JANEIRO, June 02, 2025.

**PSS ENERGY FUNDO DE INVESTIMENTO EM
PARTICIPAÇÕES MULTIESTRATÉGIA - INVESTIMENTO NO EXTERIOR**
(p. Prisma Oil&Gas Ltda.)

Name: Marcelo Pechinho Hallack
Position: Management Director

Name: Rodrigo Cury S. de Miranda Pavan
Position: Director

JAGGERS 2022 INVESTMENT TRUST

ORIGEM ENERGIA S.A.

Name: Luna Maria Teixeira Viana
Position: Operations Director

Name: Luiz Felipe Coutinho Martins Filho
Position: CEO

Witnesses:

Name: Alexandra Rezende Lopes Garchet
CPF/MF: 011.243.687-01

Name: Maurício da Silva Ribeiro
CPF/MF: 059.090.707-70

Origem Energia S A - Shareholders Agreement FIP Prisma + Jaggers Final Version pdf

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Assinou

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MAURICIO DA SILVA RIBEIRO **Assinou** - Email: mauricio.ribeiro@origemenergia.com - IP: 200.255.31.146 (200.255.31.146 porta: 8548) - Documento de identificação informado: 059.090.707-70 - DATE_ATOM:

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MARCELO PECHINHO HALLACK **Assinou** (a8138cfe-6ce3-438e-8d44-dfeb784c34c) - Email: mhallack@prismacapital.com - IP: 187.75.38.83 (187-75-38-83.dsl.telesp.net.br porta: 20766) - **Geolocalização:** -23.579112475957928 -46.68355921891613 - Documento de identificação informado: 085.753.937-07 - DATE_ATOM: 2025-06-02T21:58:24-03:00

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RODRIGO CURY SAMPAIO DE MIRANDA PAVAN **Assinou** - Email: rpavan@prismacapital.com - IP: 177.92.64.226 (mvx-177-92-64-226.mundivox.com porta: 1150) - **Geolocalização:** -23.5791257 -46.6852793 - Documento de identificação informado: 354.277.468-54 - DATE_ATOM: 2025-06-03T09:57:18-03:00

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JOSEPH N JAGGERS **Assinou** - Email: jjaggers@jnj3.com - IP: 76.154.248.130 (76.154.248.130 porta: 32598) - **Assinado com EMBED** - Token validado por **email** - DATE_ATOM: 2025-06-04T05:07:00-09:00

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ALEXANDRA DE REZENDE LOPES GARCHET **Assinou** (2157183f-5a98-489b-bd5c-30820e2fd1b1) - Email: alexandra.garchet@origemenergia.com - IP: 200.152.126.74 (mlsrj200152126p074.static.mls.com.br porta: 20380) - Documento de identificação informado: 011.243.687-01 - DATE_ATOM: 2025-06-04T14:33:29-03:00

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LUNA MARIA TEIXEIRA VIANA **Assinou** (e14f67a3-71d2-4498-92b8-564e73c7cc1a) - Email: luna.viana@origemenergia.com - IP: 179.218.7.199 (b3da07c7.virtua.com.br porta: 15368) - **Geolocalização:** -22.981426017853877 -43.20865942489202 - Documento de identificação informado: 122.263.987-40 - DATE_ATOM: 2025-06-09T13:41:18-03:00

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LUIZ FELIPE COUTINHO MARTINS FILHO **Assinou** (9815e452-a110-49f9-a207-5c499d02fe9f) - Email: lfc@origemenergia.com - IP: 104.28.63.182 (104.28.63.182 porta: 15486) - **Geolocalização:** -12.91954538971436 -38.35566145438439 - Documento de identificação informado: 010.596.814-55 - **Assinado com EMBED** - Token validado por **email** - DATE_ATOM: 2025-06-11T09:09:32-03:00

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