

MATERIAL FACT**SIGNING OF THE CONTRACT FOR THE SALE OF CONTROL**

ELETROMIDIA S.A. ("Company") (B3: ELMD3), in compliance with paragraph 4 of Article 157 of Law No. 6,404/76 and CVM Resolution No. 44/21, hereby informs its shareholders and the market in general that it has received, on this date, a letter from its shareholders, Vesuvius LBO – Fundo de Investimento em Participações Multiestratégia Investimento no Exterior (CNPJ/MF No. 18.579.353/0001-53) ("Vesuvius FIP" or "Seller") and Globo Comunicação e Participações S.A. (CNPJ/MF No. 27.865.757/0001-02) ("Buyer"), notifying that they have, on this date, signed a Share Purchase and Sale Agreement and Other Covenants, involving the sale of all Company shares held by the Seller to the Buyer, totaling 65,923,980 common shares, representing 47.094% of the Company's share capital ("Transaction").

The full text of the aforementioned letter, detailing the Transaction, is attached to this Material Fact Notice.

São Paulo, November 4th, 2024

Ricardo de Almeida Winandy

Chief Financial and Investor Relations Officer

ri@eletromidia.com.br / ri.eletromidia.com.br

IGC-NM B3**ITAG B3****IGC B3****ELMD****B3 LISTED NM**

São Paulo, November 4, 2024.

To the

Eletromidia S.A.

Avenida Brigadeiro Faria Lima, nº 4.300, 7º andar
Itaim Bibi, São Paulo – SP, CEP 04542-000

At.: Ricardo de Almeida Winandy
Investor Relations Officer

Ref.: Sale of Control of the Company

Dear

Vesuvius LBO – Fundo de Investimento em Participações MultiEstratégia Investimento no Exterior, an investment fund registered with the CNPJ/MF under No. 18.579.353/0001-53 ("Vesuvius FIP" or "Seller") and **Globo Comunicação e Participações S.A.**, a corporation registered with the CNPJ/MF under No. 27.865.757/0001-02 ("Globo" or "Buyer") hereby inform that, on this date, they entered into a Share Purchase and Sale Agreement and Other Covenants with the purpose of selling all the shares issued by Eletromídia S.A. ("Company" or "Eletromídia") currently held by the Seller to the Buyer ("Transaction" and "Purchase and Sale Agreement"), in accordance with the following terms and conditions:

- Object: under the terms of the Purchase and Sale Agreement, and subject to the verification (or waiver, as applicable) of the conditions precedent set forth therein, Vesuvius FIP undertook to sell to the Buyer the entirety of its shareholding interest currently held in the Company, corresponding to 65,923,980 common shares issued by the Company, representing 47.094% of its capital stock, in return for the payment of the Purchase Price, under the terms described below.
- Tender Offer for sale of control, cancellation of registration and delisting from the Novo Mercado: once the conditions precedent are implemented and the Transaction is concluded, the Buyer will submit to the Brazilian Securities and Exchange Commission (CVM) a request for registration of a unified public offer for the acquisition of shares issued by the Company ("Unified Tender Offer"): (i) as a result of the sale of its controlling interest, pursuant to article 44 of Eletromídia's Bylaws and article 37 of B3's Novo Mercado Regulations ("Tag Along Offering"); (ii) for the cancellation of your registration as a public company or

conversion of your registration as a publicly-held company category "A" to category "B", pursuant to paragraph 4 of article 4 of the Brazilian Corporation Law and article 22 et seq. of CVM Resolution No. 85/22 (or CVM Resolution No. 215/24, if it is already in force on the date of the application for registration of the public offering) ("Registration Cancellation Offer"); and (iii) for the delisting from the Novo Mercado segment of B3 S.A. – Brasil Bolsa Balcão, pursuant to articles 42 and 43 of the Novo Mercado Regulations ("Novo Mercado Delisting Offer"). In the Unified Tender Offer, the other shareholders of the Company will be offered a price per share equal to the Acquisition Price, subject to the same terms and conditions of payment provided for in the Transaction, and the Buyer may choose not to carry out the Cancellation Offer and/or the Offer to Delist from the Novo Mercado in the event of the Company's appraisal report (both pursuant to article 4, Paragraph 4 and article 4-A, both of the Brazilian Corporation Law) present an amount per share higher than the price per share related to the Closing Portion.

- Acquisition Price: the purchase price under the Transaction will consist of **(i)** a cash installment, in the amount corresponding to R\$27.00 per share, which will be subject to the adjustments set forth below and will be paid at the closing of the Transaction ("Closing Installment"), and **(ii)** an additional contingent installment corresponding to R\$2.00 per share, which will be subject to the adjustments set forth below and whose payment will be subject to the occurrence of one of the following events (and will be held within 5 business days of the first of the following events) ("Contingent Installment" and, together with the Closing Installment, the "Acquisition Price"):

- (i) expiration of a period of 30 calendar days from the date of closing of the Transaction, without the Buyer having requested the registration, before the CVM, of the Unified Tender Offer; or
- (ii) once the registration of the Unified Tender Offer has been requested, the non-execution, non-continuation or withdrawal, by the Buyer, of the execution of the Unified Tender Offer, except in the case of non-execution, non-continuation or withdrawal of the Offer for Cancellation of Registration and/or the Offer for Delisting from the Novo Mercado due to the Company's appraisal report (both pursuant to article 4, Paragraph 4 and article 4-A, both of the Brazilian Corporation Law) present an amount per share that is greater than the price per share received by Seller as a result of the Closing Portion; or
- (iii) if, at any time during the period of 48 months from the closing date of the Transaction, (a) the Buyer makes a Cancellation of Registration Offer (combined with the *Tag Along Offer* or not), which contains, at the auction, the acceptance or express agreement of the shareholders holding more than 2/3 of the Company's outstanding shares qualified in the auction, in order to meet the requirement set forth in article 22, item II, of CVM Resolution No. 85/22, and (b) after the term of such Registration Cancellation Offer (including the period following the date of the auction, pursuant to applicable law, in which the remaining shareholders still have

the right to sell their shares to the offeror under the same conditions as the Registration Cancellation Offer) the Company's outstanding shares represent less than 5% of the total shares issued by the Company, in order to enable the redemption of shares provided for in article 4, paragraph 5, of the Brazilian Corporation Law; or

(iv) if, at any time during the period of 48 months from the date of closing of the Transaction, the Buyer becomes the holder of shares representing 100% of the Company's capital stock; or

(v) if, at any time during the period of 48 months from the closing date of the Transaction, the Buyer (or any of its legal successors) absorbs the Company's equity, or has its equity absorbed by the Company, by virtue of a merger (whether or not preceded by a spin-off) or merger.

The Purchase Price shall be updated as follows:

(i) Update up to the 4th month: by the variation of the CDI calculated *pro rata temporis* between the date of execution of the Purchase and Sale Agreement (inclusive) and the date corresponding to the last day of the fourth full month counted from the date of execution of the Purchase and Sale Agreement (inclusive) or the date of closing of the Transaction (inclusive), whichever comes first;

(ii) Update between the 5th month and the closing date: by the positive variation of the IPCA calculated *pro rata temporis* between the first day of the fifth month counted from the date of execution of the Purchase and Sale Agreement (inclusive) and the closing date of the Transaction (inclusive). If the closing of the Transaction is carried out by the end of the fourth month from the date of execution of the Purchase and Sale Agreement, the Acquisition Price will not be subject to updating under the terms of this item "(ii)"; and

(iii) Update from the Closing: once the closing of the Transaction is made, the amount corresponding to the Contingent Installment, as updated until the closing date of the Transaction under the terms described in items "(i)" and "(ii)" above, will be updated by the variation of the CDI calculated *pro rata temporis* between the first day following the closing date of the Transaction (inclusive) and the date of its eventual payment (inclusive).

In addition, the Closing Portion will be reduced by the amount of any dividends, interest on equity and/or capital reductions that are declared or approved, as the case may be, by the Company between the date (inclusive) and the closing date of the Transaction (inclusive) and attributed (paid or credited) to the shares issued by the Company, provided that the shares are "ex-dividend", "ex-interest on equity" and/or "ex-capital reduction" in said period ("Dividends"), being certain that, for the purposes of such reduction, the amount of such

Dividends will be corrected in the form of items (i) and (ii) above as of the date of their respective payments.

The value of the Closing Portion (without taking into account the adjustments set forth above) represents a premium of 46.98% in relation to the closing price of the share on this date and 51.39% in relation to the volume-weighted average share price in the last 90 trading sessions. Also considering the Contingent Portion (if it is due and paid and without taking into account the adjustments provided for above), the premium would be 57.87% in relation to the closing price of the share on this date and 62.60% in relation to the average price of the share weighted by volume in the last 90 trading sessions.

- Conditions precedent: the closing of the Transaction will be subject, among other conditions usual to contracts of this nature, (i) to the prior approval of the Transaction by the Administrative Council for Economic Defense ("CADE"); and (ii) the holding of an Extraordinary Shareholders' Meeting, in which the amendment of the Company's Bylaws is approved for full exclusion from Section II of Chapter VIII (article 45 and all its paragraphs) ("Public Offering for the Achievement of a Material Interest"), with effect conditioned to the approval of the Transaction by CADE, according to item "(i)" above, it being certain that, due to such change, the Public Offering for Achievement of Relevant Participation will not be applicable to the Transaction.
- Shareholders' Agreement: At the closing of the transaction, Vesuvius FIP and the Buyer will enter into the termination of the shareholders' agreement entered into on August 3, 2023.

Being what we were responsible for at the time, we undertake to keep the Company and the market in general duly informed of any relevant developments regarding the matters addressed herein.

Finally, we ask you. provide for the immediate disclosure of this letter to the market.

Cordially

**Vesuvius LBO – Fundo de Investimento Globo Comunicação e Participações S.A.
em Participações Multiestratégia
Investimento no Exterior**

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