

**SECOND AMENDMENT TO THE SHAREHOLDERS' AGREEMENT OF BRK  
INVESTIMENTOS PETROQUÍMICOS S.A. AND BRASKEM S.A.**

By this private instrument, entered into between the undersigned parties, namely, on the one hand:

(1) **NOVONOR SA – UNDER JUDICIAL RESTRUCTURING PROCEEDINGS**, current name of Odebrecht SA – under judicial restructuring proceedings, a joint-stock company, headquartered at Av. Luis Viana, 2841 - Ed. Odebrecht, Paralela Neighborhood, 41730-900, city of Salvador, state of Bahia, registered with the CNPJ/ME under No. 05.144.757/0001-72 (“Novonor SA”); and

(2) **NSP INVESTIMENTOS S.A. - UNDER JUDICIAL RESTRUCTURING PROCEEDINGS**, current name of Odebrecht Serviços e Participações S.A. – under judicial restructuring proceedings, a joint-stock company, headquartered at Rua Lemos Monteiro, 120, 9th floor – Part I, Butantã, city of São Paulo, state of São Paulo, registered with the CNPJ/ME under number 22.606.673/0001-22 (“NSP INV” and, together with Novonor S.A., “Grupo Novonor”); and on the other hand:

(3) **PETRÓLEO BRASILEIRO SA - PETROBRAS**, a joint-stock company, headquartered in the City of Rio de Janeiro, State of Rio de Janeiro, at Av. República do Chile nº 65, Centro, registered with the CNPJ under nº 33.000.167/0001-01, in this act represented in the form of its bylaws (“Petrobras”); (Novonor Group and Petrobras hereinafter collectively referred to simply as “Parties” or “Shareholders” and, individually and indistinctly, as “Party” or “Shareholder”);

and as intervening consenting:

(4) **BRASKEM SA**, current name of Copene - Petroquímica do Nordeste SA, a joint-stock company, headquartered in the municipality of Camaçari, State of Bahia, at Rua Eteno nº 1.561, Complexo Basico, Pólo Petroquímico, registered with the CNPJ under nº 42.150.391/ 0001-70, herein represented in accordance with its bylaws (“Braskem” or “Company”);

**WHEREAS:**

(i) Novonor SA, NOVONOR SERVIÇOS E PARTICIPAÇÕES SA - under judicial restructuring proceedings, current corporate name Odebrecht Serviços e Participações SA (“NSP”), PETROBRAS QUÍMICA SA – PETROQUISA, a joint-stock company, headquartered in the City of Rio de Janeiro, State of Rio de Janeiro, at

**PUBLIC**

Avenida República do Chile nº 65, Centro, registered with the CNPJ under nº 33.795.055/0001-94 ("Petroquisa") and Petrobras signed on February 8, 2010 Shareholders' Agreement of BRK Investimentos Petroquímicas SA, a joint-stock company, headquartered in the City of São Paulo, State of São Paulo, at Avenida Rebouças, nº 3970, 32º andar-parte, Pinheiros, CEP 05402-600, registered with the CNPJ under nº 11.395.617/ 0001-70 ("BRK") and Braskem ("Shareholders' Agreement");

- (ii) PETROQUISA was incorporated on 01/27/2012 by Petrobras, which succeeded it in all its rights and obligations;
- (iii) BRK was incorporated into NSP on 06/30/2012;
- (iv) NSP transferred to NSP INV on 12/31/2018 the equity interest in Braskem through the partial spin-off agreement, with NSP INV becoming a direct shareholder of Braskem, replacing NSP in the Shareholders' Agreement;
- (v) considering that the Parties are studying certain measures to improve Braskem's governance, the Parties wish, pursuant to and for the purposes of Article 118 of Law 6.404, of December 15, 1976, ("Corporate Law by Shares"), enter into this second amendment to the Shareholders' Agreement ("Second Amendment to the Shareholders' Agreement") and, thereby, modify the related obligations to preemptive rights in new opportunities and petrochemical businesses provided for in Clause Nine, pursuant to this Second Amendment to the Shareholders' Agreement.

## **1. DEFINITIONS**

- 1.1. Definitions. Except as otherwise provided herein, terms beginning with capital letters that are not defined herein shall have the meanings assigned to them in the Shareholders' Agreement.

## **2. PREEMPTIVE RIGHTS IN NEW OPPORTUNITIES AND PETROCHEMICAL BUSINESS**

- 2.1. The Parties agree to add items 9.3 and 9.3.1 to Clause 9 PREEMPTIVE RIGHTS IN NEW OPPORTUNITIES AND PETROCHEMICAL BUSINESS of the Shareholders' Agreement, in the following terms:

"9.3 The Parties agree that, if the Company's migration to the trading segment of the Novo Mercado of B3 S.A. – Brasil, Bolsa, Balcão is not implemented, the rights and obligations of the Parties and the Company provided for in this Clause 9 - PREEMPTIVE RIGHTS IN NEW OPPORTUNITIES AND PETROCHEMICAL BUSINESS of the Shareholders' Agreement will cease to be in force, losing all its effects, as of October 31, 2024.

9.3.1. If revoked CLAUSE 9 - RIGHT TO PREFERENCE IN NEW BUSINESS OPPORTUNITIES PETROCHEMICALS of the Shareholders' Agreement, pursuant to Clause 9.3 above, the Parties undertake to sign, subject to the approval by the Company's governance, the termination of the COMPERJ Memorandum of Understanding entered into on 12/14/2011 between Petrobras, Petroquisa, Braskem, Novonor and NSP."

### **3. GENERAL TERMS**

- 3.1. Ratification. Except as amended in this Second Amendment, all general terms and conditions of the Shareholders' Agreement remain in full force and effect, being hereby ratified.
- 3.2. Applicable law. This Second Amendment will be governed by and interpreted in accordance with the legislation of the Federative Republic of Brazil.
- 3.3. Dispute Resolution. Any conflicts or divergences arising from this Second Amendment to the Shareholders' Agreement will be resolved in accordance with the terms and conditions of Clause 11 - GOVERNING LAW AND VENUE of the Shareholders' Agreement.
- 3.4. Filing. This Second Amendment of the Shareholders' Agreement shall be filed at the Companies' headquarters and the obligations or liens shall be recorded with the corresponding records, in accordance with and for the purposes of the provisions in article 118 of the Corporation Law, as applicable.
- 3.5. General Terms. Apply to this Second Amendment to the Shareholders' Agreement, in all that fits, the general provisions set forth in clause 10 – GENERAL TERMS of the Shareholders' Agreement.
- 3.6. Digital signature. The Parties agree that the execution of this Second Amendment to the Shareholders' Agreement may be made in accordance with the provisions of Provisional Measure 2200-2, of August 24, 2001, being certain

that the means of proof of authorship and integrity of this instrument is accepted by the Parties as valid. The last Party to sign this Second Amendment to the Shareholders' Agreement shall confirm the completion of the instrument signing process for the purposes of the provisions in paragraph 2 of article 10 of MP 2.200-2.

In witness whereof, the Parties and the Company sign the present Second Amendment to the Shareholders' Agreement in the presence of the 2 (two) witnesses undersigned.

São Paulo, December 15, 2021