

PROTOCOL AND JUSTIFICATION FOR THE MERGER OF GOL INVESTMENT BRASIL S.A.
AND GOL LINHAS AEREAS INTELIGENTES S.A. BY GOL LINHAS AÉREAS S.A.

The management of:

- (i) GOL LINHAS AÉREAS S.A., a privately-held corporation, registered with the CNPJ/MF under No. 07.575.651/0001-59, headquartered in the City of Rio de Janeiro, State of Rio de Janeiro, at Praça Senador Salgado Filho, no number, ground floor, Santos Dumont Airport, public area, eixos 46-48/O-P, ZIP Code 20021-340 ("GLA");
- (ii) GOL INVESTMENT BRASIL S.A., a privately-held corporation, registered with the CNPJ/MF under No. 55.012.370/0001-30, headquartered in the City of São Paulo, State of São Paulo, at Rua Verbo Divino, No. 1.661, 11th floor, part, Chácara Santo Antônio, ZIP Code 04719-906 ("GIB"); and
- (iii) GOL LINHAS AEREAS INTELIGENTES S.A., a publicly-held company, registered in the National Registry of the CNPJ/MF under No. 06.164.253/0001-87, headquartered in the City of São Paulo, State of São Paulo, at Rua Verbo Divino, No. 1.661, 11th floor, Chácara Santo Antônio, ZIP Code 04719-906 ("GLAI" and, together with GIB, the "Merged Companies" and the Merged Companies, together with GLA, the "Companies"),

NOW, THEREFORE, the parties agree to enter into, for the purposes of Articles 224 and 225 of Law No. 6,404, of December 15, 1976 ("Law No. 6,404/76"), this instrument of protocol and justification ("Protocol") in accordance with the terms and conditions set forth below.

1. DESCRIPTION AND JUSTIFICATION OF THE MERGER

1.1. Description of the Operation. The purpose of this Protocol is to substantiate the justifications, terms, clauses and operating conditions that will comprise the merger, by GLA, of the assets and liabilities of GLAI and GIB, based on Articles 227 and 264 of Law No. 6,404/76 ("Merger"). In return, the shareholders of the Merged Companies will receive common shares issued by GLA. The Merger and the allocation to be given to the GLAI Warrants (as defined below) will be interdependent and interconnected acts, whose effectiveness and consummation will be subject to the implementation of the Conditions Precedent Merger (as defined below).

1.1.1. GLAI Warrants. There are, on this date, 1,008,166,796 (one billion, eight million, one hundred and sixty-six thousand, seven hundred and ninety-six) *warrants* issued and outstanding by GLAI, all of which are admitted to trading on B3 S.A. – Brasil, Bolsa, Balcão ("B3") under the ticker "GOLL80" ("GLAI Warrants"), which will be subject to the provisions of Sections 4.3 and 4.4 below this Protocol.

1.1.2. Level 2 Exit Tender Offer. GLA has no intention to obtain registration as a publicly-held company and issuer of securities. As a consequence, GIB, as GLAI's controlling shareholder, will carry out, as a condition precedent to the Merger, a public tender offer for the acquisition of shares issued by GLAI for the delisting of B3's Level 2 Corporate

Governance ("Level 2"), pursuant to GLAI's bylaws, Section XI, item 11.3 Level 2 Listing Regulations and CVM Resolution No. 215, of October 29, 2024, as amended ("Level 2 Exit Tender Offer").

- 1.2. Justification. Purpose of Merger and Key Benefits. As part of GLAI's reorganization and financial restructuring plan, GLAI's capital increase was carried out through the capitalization of credits, held by various creditors, in accordance with the terms and conditions approved at the Extraordinary General Meeting held on May 30, 2025 ("Capitalization"), in the total amount of R\$ 12,029,337,733.91, with the issuance by GLAI of 8,193,921,300,487 common shares and 968,821,806,468 preferred shares.

Pursuant to Law No. 6,404/76, all of GLAI's shareholders had the opportunity to subscribe their respective portions of the new GLAI shares issued under the Capitalization, in order to avoid any dilution. It should be noted that, after the 30-day period for the exercise of the preemptive rights, only approximately 0.76% of the total preferred shares of GLAI exercised their preemptive rights, as disclosed in the GLAI's Material Fact of July 16, 2025.

Thus, after the exercise of the preemptive right by certain shareholders of GLAI within the scope of the Capitalization, the shareholder GIB became the holder of approximately (i) 99.97% of the common shares of GLAI, and (ii) 99.22% of the preferred shares of GLAI, which resulted in a *free float* of GLAI's preferred shares of approximately 0.78%, notably lower, therefore, than the minimum percentage of outstanding shares required by the Level 2 Regulation ("Minimum Percentage of Outstanding Shares"). In other words, with the low adherence to the preemptive rights, GLAI's free float was significantly reduced.

According to the Material Fact disclosed on July 22, 2025, B3 granted a deadline of January 18, 2027 to comply GLAI's free float to such Minimum Percentage of Outstanding Shares.

In addition, according to a material fact disclosed on September 30, 2025, B3 granted GLAI until January 29, 2026 to adjust the unit price of its preferred shares to a minimum of R\$ 1.00 per share, pursuant to articles 46 to 50 of B3's Issuers Regulation ("Minimum Preferred Share Price").

In this context, and considering the applicable legislation and regulations, GLAI's management, together with its indirect controlling shareholder Abra Group Limited, through its subsidiary GIB, evaluated alternatives and carried out studies in order to simplify the governance and organizational structure of GLAI, of GLA and their respective subsidiaries, enable the use of operational, administrative and financial efficiencies resulting from GLAI's reorganization procedure, in addition to addressing the requirement to maintain the Minimum Percentage of Outstanding Shares and the unit price of GLAI's preferred shares, in accordance with the provisions of B3's Issuers Regulation.

Considering the context above, the Merger intends to reduce the organizational structure of the Gol Group, enabling the consolidation of the Companies' operations and allowing to:

- (i) Optimization of operational efficiency through simplification of internal processes (e.g., accounting, tax obligations, intercompany transactions, current account management, and corporate acts);
- (ii) Enhanced and simplified cash management through enhanced cash concentration and lower carrying costs;
- (iii) Strengthening of the Company's financial position through unified and more efficient management of equity elements;
- (iv) Improved corporate governance and reduced structural complexity through the unification of the three companies under a single administration;
- (v) Utilization of tax synergies among the Company, GIB, and GLA; and
- (vi) Resolution of non-compliance with the Minimum Percentage of Outstanding Shares and the Minimum Quotation of Preferred Shares.

1.3. Risks of Merger. Considering that the GIB, as of this date, holds 99.97% of GLAI's common shares and 99.22% of GLAI's preferred shares, and, in turn, GLAI, as of this date, holds 100% of GLA's capital stock, the Companies understand that the Merger does not entail an increase in GLA's and GLAI's risk exposure, and does not impact the risk of the shareholders and interested third parties of GLAI, GLA and GIB. Notwithstanding, shareholders should consider specific risks related to the implementation of the Merger, among which the following stand out:

- (i) Risks of non-implementation: The consummation of the Merger is subject to the approval of the shareholders gathered at the general meeting and the fulfillment of certain conditions precedent (described and defined below). Failure to obtain such approvals may make the implementation of the Merger unfeasible and such uncertainty regarding the eventual non-implementation may adversely affect GLAI's share price and the insecurity regarding the eventual non-implementation may adversely affect the GLAI's share price; and
- (ii) Risks of loss of liquidity and governance: GLAI is currently registered in category "A" of issuers before the Brazilian Securities and Exchange Commission ("CVM") and has its preferred shares listed at Level 2. GLA, in turn, does not intend to obtain registration as a publicly-held company and issuer of securities with CVM, as well as does not intend to list its shares on B3. Thus, with the consummation of the Merger, GLAI shareholders who do not sell their shares on the stock exchange or within the scope of the Level 2 Exit Tender Offer, nor exercise their right of withdrawal, will receive shares of GLA, a closely-held company without registration with the CVM, without market liquidity for such shares. In addition, GLA will not be subject to the minimum corporate governance requirements set forth in the Level 2 regulations, including, but not limited to, rules on the composition of the board of directors, voting rights in certain reserved matters, disclosure of additional

information to the market and the right to sell common and preferred shares under the same conditions guaranteed to the selling controlling shareholder. Thus, there is a risk that GLAI shareholders who receive GLA shares will experience a significant reduction in the liquidity of their investments and in the extent of their equity rights, compared to the regime currently applicable to shares issued by GLAI.

2. CONDITIONS PRECEDENT FOR THE IMPLEMENTATION OF THE MERGER

2.1. Conditions Precedent Merger. The consummation of the Merger is subject, pursuant to article 125 of the Civil Code, to the prior fulfillment (or waiver, as the case may be) of the following conditions precedent ("Conditions Precedent Merger"):

- (i) The launch, carrying out and settlement of the Level 2 Exit Tender Offer;
- (ii) approval of the Merger by the shareholders meetings of the Companies, pursuant to Section 6.1;
- (iii) absence of changes, fluctuations and/or acts, facts or events of force majeure that negatively affects the Companies' assets in a material manner, occurring between the Base Date (as defined below) and the settlement date of the Level 2 Exit Tender Offer; and
- (iv) obtaining authorizations from certain third parties, GLAI or GLA creditors and/or counterparties to contracts entered into by the Companies, as provided for in the applicable contractual provisions.

2.1.1. Verification of Compliance with Conditions Precedent Merger. The management of the Companies shall monitor and verify the compliance of the Conditions Precedent Merger and, once all Conditions Precedent Merger have been fulfilled, GLAI's Board of Directors will hold a meeting to report the compliance of the Conditions Precedent Merger, inform any applicable equity adjustments and announce the beginning of the implementation of the Merger, also disclosing a material fact informing about such matters ("Implementation Material Fact").

2.1.2. The Board of Directors may may waive, in whole or in part, the Conditions Precedent Merger set forth in Sections 2.1(iii) and (iv) above.

3. BASE DATE, APPRAISER AND APPRAISAL REPORTS:

3.1. Appraiser. In order to comply with the provisions of Articles 227 and 264 of Law No. 6,404/76, Apsis Consultoria e Avaliações Ltda., registered with the CNPJ/MF under No. 08.681.365/0001-30 ("Merger Appraiser") was hired to prepare the appraisal reports within the scope of the Merger:

- 3.1.1. Pursuant to Article 227, paragraph 3, of Law No. 6,404/76, the appointment and hiring of the Merger Appraiser shall be submitted for ratification by the general meetings of the Companies, pursuant to Section 6.1 below.
- 3.2. Appraisal Reports and Appraisal Criteria. The Merger Appraiser prepared the appraisal reports for the following purposes:
- (i) Appraisal report prepared to assess the book value of GIB and GLAI, contained in Annex A of this Protocol ("Merger Appraisal Report"); and
 - (ii) Appraisal Report prepared to assess the economic value of the Companies using the Net Worth at Market Value methodology, pursuant to Article 264 of Law No. 6,404/76, contained in Annex B of this Protocol ("264 Appraisal Report").
- 3.3. Base Date and Valuation Criteria. The base date of the Merger shall, for all purposes, be June 30, 2025 ("Base Date") with the Merger Appraisal Report (Annex A) as the criterion for evaluating the merged assets and liabilities.
- 3.4. Net Worth at Market Value Appraisal Report. The 264 Appraisal Report, used exclusively for the purposes of the exchange ratio, presented a negative Net Worth at Market Value for GLAI, due to, among other factors, the existence of financial debt recorded by certain subsidiaries of GLAI. Due to such value of Negative Net Worth at Market Value, the exchange ratio between GLA's common shares for each GLAI common share and/or GLA's common share for each GLAI preferred share cannot be determined in economic terms, since it would result in a negative number of shares to shareholders holding GLAI's shares. Therefore, as it is less advantageous than the Base Exchange Ratios, the provisions of article 264, paragraph 3, of Law No. 6,404/76 will not apply, so that GLAI's Eligible Shareholders (as defined below) may have their eventual right of withdrawal calculated based on the provisions of Section 5.5 below.
- 3.5. Fractions. In view of the exchange ratio defined in Section 4.1 below, there will be no fractions of shares resulting from the Merger.
- 3.6. Treatment of Subsequent Equity Variations. In compliance with article 224, III of Law No. 6,404/76, the book equity variations after the Base Date will be calculated and fully assumed by GLA.
- 3.7. Pro forma Financial Information. Pursuant to paragraph 2 of article 16 of CVM Resolution No. 78/22 ("CVM Resolution 78"), it will not be necessary to prepare the financial information required in Chapter III of CVM Resolution 78, since the intended merger will not result in a dilution greater than five percent (5%), calculated by dividing the number of shares issued by the surviving company attributed to the shareholders originating from the publicly-held company by the total number of shares issued by the surviving company. Thus, the Companies will not prepare the *pro forma* balance sheet, nor the financial information established in article 6 of CVM Resolution 78.

3.8. CVM Guidance Opinion No. 35. GLAI 's Board of Directors, as recommended in CVM Guidance Opinion 35, approved the creation, on a transitional basis, of a special independent committee, formed exclusively by independent directors, with the attribution of negotiating the GLAI Base Exchange Ratio and submitting its recommendations to GLAI's Board of Directors. The Independent Committee, after being installed, received directly from the Companies all the information and clarifications required to support the Committee in the negotiation of the Merger. The Independent Committee, in the exercise of its legal duties, carried out, together with the management of GLA and GIB, in a diligent, transparent and satisfactory manner, the negotiations related to the exchange ratio, which culminated in the definition of the proposed exchange ratio referred to below, having observed the principles of good faith, loyalty and strict observance of the corporate interest, considering the justifications described below and in Section 4.1.

3.8.1. In this sense, the Committee understood that the Base Exchange Ratio protects the interests of GLAI's minority shareholders by mirroring GLAI's shareholder base in GLA and disregarding the assets and positive equity effects recorded by GIB, in order to avoid any type of dilution to GLAI's minority shareholders, who, therefore, will benefit from such assets.

4. EXCHANGE RATIO AND THE TREATMENT OF GLAI WARRANTS

4.1. Exchange Ratio. Due to the Merger:

- (i) each GLAI shareholder will receive: (a) 1 GLA common share for each share of GLAI common share owned by it, and (b) 35 GLA common shares for each GLAI preferred share owned by it ("GLAI Base Exchange Ratio"); and
- (ii) given that GIB's main asset is GLAI's shares (in addition to capital reserves and other assets) and that GIB has not recorded material liabilities, GIB's sole shareholder will receive, in exchange for its shares, all of GLA's common shares originally allocated to GIB by virtue of the GLAI Base Exchange Ratio ("GIB Base Exchange Ratio" and, together with the GLAI Base Exchange Ratio, the "Base Exchange Ratios").

4.1.1. The Parties hereby acknowledge that the GLAI Base Exchange Ratio complies with the ratio of 35 to 1 between common and preferred shares of GLAI, considering the preferences and advantages granted to GLAI's preferred shareholders, pursuant to Article 5, paragraph 3 of GLAI's Bylaws.

4.1.2. GLAI shares currently in treasury will be issued by GLA in the same proportion as the GLAI Base Exchange Ratio and will be subscribed by GLA itself, remaining in treasury.

4.1.3. It should be noted that the Base Exchange Ratio is beneficial to all minority shareholders of GLAI, since it preserves the same composition of GLAI's capital stock before the Merger, without any dilution to its shareholders, as well as (i) confers the same treatment to the shares of GLAI's controlling shareholders (direct and indirect) *vis-à-vis* the shares held

by GLAI's minority shareholders; (ii) reflects GLA's rationale as a wholly-owned subsidiary of GLAI, without benefiting any direct or indirect shareholder; and (iii) attributes all of GIB's positive shareholders' equity to GLAI and (eventually to GLA, as the surviving entity of the Merger), including its assets, reserves, tax synergies and cash and cash equivalents. It should also be noted that, in view of GLAI's negative equity value at the Base Date, as well as the Net Worth at Market Value, the Base Exchange Ratio allows GLAI's shareholders not to be affected by such negative shareholders' equity, with the dilution of their respective shareholdings in view of the current position of GLAI and its subsidiaries.

4.2. Potential Equity Adjustments. After the settlement of the Level 2 Exit Tender Offer, the Board of Directors will assess the need to update the Merger Appraisal Report to reflect the equity effects of the Level 2 Exit Tender Offer and, if necessary, will inform any equity adjustments to shareholders through a meeting of the Board of Directors and the disclosure of the Implementation Material Fact.

4.3. Exercise of GLAI Warrants. GLAI Warrants holders may exercise the GLAI Warrants until the 20th day immediately following the disclosure of the Implementation Material Fact ("GLAI Warrant Exercise Period"). Holders of GLAI Warrants, after the effective exercise of GLAI Warrants and receipt of shares issued by GLAI, will be subject to the Merger.

4.3.1. Holders of GLAI Warrants who exercise such warrants and acquire preferred shares of GLAI by a date to be timely informed by GLAI's management may participate in the Level 2 Exit Tender Offer.

4.4. Treatment of GLAI Warrants. GLAI Warrant holders who do not exercise the GLAI Warrants within the GLAI Warrant Exercise Period will receive warrants issued by GLA in exchange of their GLAI Warrants ("GLA Warrants"), at the ratio of one (1) GLAI Warrant for each one (1) GLA Warrant ("GLAI Warrant Treatment") with the consequent cancellation of the GLAI Warrants.

4.4.1. Subject to the provisions of Section 4.2 above, each GLA Warrant will entitle its holder to subscribe thirty-five (35) GLA common shares (*i.e.*, in the same proportion as the GLAI Base Exchange Ratio), at the same current issuance price of R\$ 5.82.

5. CAPITAL INCREASE AND RIGHT OF WITHDRAWAL

5.1. Current Corporate Structure of GLA. GLA's capital stock is R\$ 6,948,111,041.38 (six billion, nine hundred and forty-eight million, one hundred and eleven thousand, forty-one reais and thirty-eight cents), fully subscribed and paid in, divided into 1,206,339,884,460 (one trillion, two hundred and six billion, three hundred and thirty-nine million, eight hundred and eighty-four thousand, four hundred and sixty) shares, all common, registered and without par value, all held by GLAI.

5.2. Capital Increase. The consummation of the Merger will result in a capital increase of GLA in the amount of up to R\$ 13,928,130,129.13 (thirteen billion, nine hundred and twenty-eight million, one hundred and thirty thousand, one hundred and twenty-nine reais and thirteen

cents), through the issuance of up to 42,117,399,011,092 (forty-two trillion, one hundred and seventeen billion, three hundred and ninety-nine million, eleven thousand and ninety-two) common shares, provided that the amount of the increase and the number of shares issued may be changed depending on the eventual exercise of the right of withdrawal by GLAI's shareholders and/or exercise of the GLAI Warrants ("GLA Capital Increase").

5.2.1. In addition, GLA will also issue up to 1,008,166,796 (one billion, eight million, one hundred and sixty-six thousand, seven hundred and ninety-six) GLA Warrants in accordance with Section 4.4 above.

5.2.2. GLA's Capital Increase will reflect the amount of reserves (including capital reserves) accounted for and recorded by GIB, as well as its assets, cash, cash equivalents and other pertinent records, in compliance with applicable accounting rules.

5.3. Right of Withdrawal. Pursuant to articles 137, paragraph 1 and 264, paragraph 3 of Law No. 6,404/76, the right of withdrawal shall be guaranteed to the shareholders of GLAI and GIB who disagree with the Merger ("Right of Withdrawal"). The sole shareholder of GIB has already waived its Right of Withdrawal as a result of the Merger, to be recorded at the general meeting and, therefore, this Protocol refers only to the procedure for the exercise of the Right of Withdrawal by GLAI's dissident shareholders.

5.3.1. GLAI shareholders (including holders of preferred shares) who abstain from voting, vote against or do not attend the respective meeting approving the Merger may exercise their right of withdrawal arising from the shares they are proven to hold at the close of trading on the date of disclosure of the Material Fact that informs about the execution of this Protocol ("Eligible Shareholders").

5.3.2. The exercise of the Right of Withdrawal will be exclusively over the totality of the shares of each Eligible Shareholder in GLAI, and therefore the exercise over part of the shares held by the Eligible Shareholder is not allowed.

5.4. Deadline for exercising the Right of Withdrawal. Eligible Shareholders may exercise their Right of Withdrawal within 30 days from the disclosure of the Implementation Material Fact ("Right of Withdrawal Period of Exercise").

5.4.1. Within ten (10) days after the end of the Right of Withdrawal Exercise Period, GLAI's management shall inform, by means of a Material Fact, whether, considering the shareholders who exercised the Right of Withdrawal, if the company will proceed with the Merger or whether it will call a general meeting to ratify or reconsider the Merger.

5.5. Amount of Reimbursement of the Right of Withdrawal. Pursuant to article 5, paragraph 6 of GLAI's bylaws, the amount of reimbursement to GLAI's Eligible Shareholders will be the lesser of (i) the economic value of GLAI's shares to be determined in the Tender Offer Appraisal Report (as defined below); and (ii) the price per share issued by GLAI, calculated

based on the book value, according to the balance sheet contained in GLAI's financial statements, with a base date of June 30, 2025, subject to the provisions of article 45, paragraph 2, of Law No. 6,404/76.

- 5.6. Approval of GLA's Capital Increase. After the end of the Right of Withdrawal Exercise Period and the GLAI Warrants Exercise Period, (i) GLAI's board of directors will inform the number of common shares and GLA Warrants to be issued by GLA, and (iii) GLA's general meeting shall approve the capital increase resulting from the Merger in order to define the number of common shares and GLA Warrants to be issued, under the terms of this Protocol.
6. LEVEL 2 EXIT TENDER OFFER
 - 6.1. Registration of Issuer of Securities. GLA has no intention to obtain registration as publicly-held company and a securities issuer.
 - 6.2. Level 2 Exit. GIB, GLAI's controlling shareholder, will carry out the Level 2 Exit Tender Offer as a condition precedent to the Merger, under terms and conditions to be defined by GLAI's management.
 - 6.3. Appraisal Report of the Level 2 Exit Tender Offer. GLAI will hire a specialized company to prepare the appraisal report of the shares issued by GLAI, according to the economic and financial criteria, for the purposes of the Level 2 Exit Tender Offer ("Tender Offer Appraisal Report").
 - 6.3.1. GLAI will convene an GLAI's Special General Meeting of Preferred Shareholders to define, from the triple list indicated by GLAI's Board of Directors, the company specialized in the economic valuation of companies that will be responsible for preparing the Tender Offer Appraisal Report.
 - 6.4. Modifications to GLAI's Corporate Structure. In view of the completion of the Level 2 Exit Tender Offer, GLAI's current shareholding structure is subject to modification.
 - 6.5. Maximum Price of the Level 2 Exit Tender Offer. As negotiated and informed by GIB's management, GIB reserves the right not to launch and/or carry out the Level 2 Exit Tender Offer if the total amount to be paid under the Level 2 Exit Tender Offer, due to the acquisition of preferred shares held by GLAI's minority shareholders, as determined by the price determined in the Tender Offer Appraisal Report to be issued, is equal to or greater than R\$ 47,250,000.00 (forty-seven million, two hundred and fifty thousand reais). In this case, if the Level 2 Exit Tender Offer is not launched, the Merger will also not be implemented, since one of the Conditions Precedent Merger will not be satisfied.
 - 6.6. Participants of the Level 2 Exit Tender Offer. All minority shareholders holding preferred shares issued by GLAI, including holders of GLAI Warrants who exercise such warrants and acquire GLAI's preferred shares until a date to be announced in due course by GLAI's management, may participate in the Level 2 Exit Tender Offer.

7. CORPORATE APPROVALS

7.1. Pending Corporate Approvals. The Parties shall carry out their respective corporate acts under the following terms:

- (i) Meeting of GLAI's Board of Directors to, among other matters: (a) ratify the appointment of the Merger Appraiser; (b) to approve the Merger Appraisal Report and the 264 Appraisal Report; (c) ratify the execution this Protocol; (d) approve the Merger, (e) approve the triple list of companies specialized in economic valuation of companies for the preparation of the Tender Offer Appraisal Report; and (f) call GLAI's general meetings to resolve on the approval of the Merger and other related matters;
- (ii) Meeting of GLAI's Fiscal Council to issue an opinion on the Merger;
- (iii) Extraordinary General Meeting of GLAI, with its effectiveness conditioned to the fulfillment (or waiver, as the case may be) of the Conditions Precedent Merger, to: (a) ratify the appointment of the Merger Appraiser; (b) to approve the Merger Appraisal Report and the 264 Appraisal Report; (c) approve this Protocol; (d) approve the balance sheet contained in GLAI's financial statements, with a base date of June 30, 2025, as the basis for calculating the reimbursement amount in the event of the exercise of the right of withdrawal by GLAI's shareholders due to the Merger; (e) approve the Merger; (f) approve the consequent delisting and the exit of GLAI from Level 2 as a result of the Merger; and (g) authorize management to perform all acts necessary for the consummation of the Merger, including, without limitation, the subscription and payment of the shares to be issued by GLA, on behalf of GLAI's shareholders;
- (iv) Extraordinary Special General Meeting of Preferred Shareholders, with its effectiveness subject to the approval at GLAI's Extraordinary General Meeting and the fulfillment (or waiver, as the case may be) of the Conditions Precedent Merger, to: (a) ratify the appointment of the Merger Appraiser; (b) to approve the Merger Appraisal Report and the 264 Appraisal Report; (c) approve this Protocol; (d) approve the Merger, and (e) define, from the triple list, the company specialized in economic valuation of companies that will be responsible for preparing the Tender Offer Appraisal Report;
- (v) GIB's Extraordinary General Meeting, with its effectiveness conditioned to the fulfillment (or waiver, as the case may be) of the Conditions Precedent Merger, to: (a) ratify the appointment of the Merger Appraiser; (b) to approve the Merger Appraisal Report and the 264 Appraisal Report; (c) approve this Protocol; (d) approve the Merger; (e) as a consequence of the Merger, approve the tender offer for the acquisition of GLAI's shares; and (f) authorize the management to perform all acts necessary for the consummation of the Merger, including, without limitation, the subscription and payment of the shares to be issued by GLA, on behalf of GIB's shareholders; and

- (vi) GLA's Extraordinary General Meeting, with its effectiveness conditioned to the fulfillment (or waiver, as the case may be) of the Conditions Precedent Merger, to:
 - (a) ratify the appointment of the Merger Appraiser; (b) to approve the Merger Appraisal Report and the 264 Appraisal Report; (c) approve this Protocol;
 - (d) approve the Merger; (e) authorize the increase of its capital through the issuance of common shares, to be subscribed and paid in by the managers of GLAI and GIB on behalf of its shareholders; (f) approve the creation and eventual issuance of the GLA Warrants, (g) approve the future amendment of the bylaws, as per Exhibit C, upon the implementation of the Merger; and (h) authorize management to perform all acts necessary for compliance with this Protocol.

- 7.2. Election of GLA's Board of Directors. Up to and including the date of disclosure of the Implementation Material Fact, a General Meeting of GLA will be held to elect the members of the Board of Directors of such company:

- 8. GENERAL PROVISIONS

- 8.1. Expenses. GLAI and GLAI will bear all costs and expenses incurred by GLAI, GIB and GLA for the implementation of the Merger, as negotiated and accepted by the managements of the Companies.

- 8.2. Binding Effect. Subject to the Conditions Precedent Merger, this Protocol is irrevocable and irreversible, and the obligations herein assumed by the Companies are also binding on their successors in any capacity.

- 8.3. Amendment. This Protocol may only be amended by means of a written instrument signed by the Companies.

- 8.4. Waiver. The failure or delay by any of the Companies to exercise its right shall not be considered as a waiver or novation and shall not affect the subsequent exercise of such right. Any waiver will be effective only if it is specifically granted and in writing.

- 8.5. Assignment. The assignment of any of the rights and obligations agreed upon in this Protocol is prohibited without the prior and express written consent of the Companies.

- 8.6. Severability. The eventual declaration by any court of nullity or the ineffectiveness of any of the agreements contained in this Protocol will not affect the validity and effectiveness of the others, which will be fully complied with, and the Companies are obliged to make their best efforts in order to validly adjust themselves to obtain the same effects of the agreement that has been annulled or has become ineffective.

- 8.7. Enforcement. This Protocol, signed by the parties together with 2 (two) witnesses, will serve as an extrajudicial enforcement title, for all legal purposes.

- 8.8. Digital Signature. For all legal and evidentiary purposes, the parties agree and agree that the execution of this Protocol and its Annexes will take place digitally.

9. GOVERNING LAW AND DISPUTE RESOLUTION
- 9.1. Governing Law. This Protocol shall be governed by and construed in accordance with Brazilian law.
- 9.2. Conflict Resolution. Any and all disputes that may arise between the Parties as a result of this Protocol or related thereto shall be finally resolved by arbitration, administered by the Market Arbitration Chamber established by B3 ("Market Arbitration Chamber"), in accordance with the Arbitration Rules of said institution that are in force at the time of the initiation of the arbitration. In the event that the Arbitration Rules of the Market Arbitration Chamber are silent in any respect, the Companies hereby agree to apply the provisions set forth in Law No. 9,307/1996 in addition.
- 9.2.1. The Arbitral Tribunal shall consist of three arbitrators ("Arbitral Tribunal"), to be appointed in accordance with the Arbitration Rules of the Market Arbitration Chamber. None of the arbitrators to be appointed will need to be part of the body of arbitrators of the Market Arbitration Chamber, as provided for in Law No. 9,307/96.
- 9.2.2. The seat of arbitration shall be City of São Paulo, State of São Paulo, Brazil, the place where the arbitral award shall be rendered. The language of the arbitration shall be Portuguese.
- 9.2.3. The arbitrators shall decide based on the applicable Brazilian law, and judgment by equity is prohibited.
- 9.2.4. The arbitration proceedings and any document and information disclosed in connection with the arbitration shall be confidential.
- 9.2.5. The arbitration award shall be final and binding on the Companies and their successors, and the Companies waive any right of appeal.
- 9.2.6. Each Company has the right to appeal to the Judiciary to: (i) impose the installation of arbitration; (ii) obtain preliminary injunctions for the protection or preservation of rights, prior to the constitution of the arbitration, if necessary, including to enforce any measure that entails specific execution pursuant to paragraph 3 of Article 118 of Law No. 6,404/76, and any action shall not be considered as a waiver of arbitration as the only means of dispute resolution chosen by the Companies; (iii) to enforce any decision of the Arbitral Tribunal, including the arbitral award; (iv) the judicial measures provided for in Law No. 9,307/96, including any action to seek the annulment of the arbitral award when permitted by law; or (v) execution of this Protocol as an extrajudicial enforceable title.
- 9.2.7. In the case of preliminary injunctions or measures of specific execution submitted to the Judiciary in the cases provided for herein, the Arbitral Tribunal, when constituted,

shall consider them, being free to maintain or modify the decision rendered by the Judiciary.

9.2.8. For all the judicial measures provided for herein, the Parties choose the Court of the City of São Paulo, State of São Paulo, with the exception of any other, however privileged it may be, with the exception of the measures provided for in item (iii) above, which may be proposed in any competent court.

9.2.9. The payment of the arbitration costs shall be made in accordance with the Arbitration Rules of the Market Arbitration Chamber, and the responsibility for the costs, including administration fees, fees of arbitrators, experts and technical assistants, as well as contractual attorneys' fees, shall be defined by the Arbitral Tribunal in the arbitral award.

9.2.10. The Companies, hereby, declare to be bound by this arbitration clause and undertake to participate in any arbitration that may be proposed, which is related to this instrument, as well as to comply with the arbitration award.

And, because they are fair and contracted, the managers of the Companies sign this Protocol, together with the witnesses below.

São Paulo, October 10, 2025.

GOL LINHAS AÉREAS S.A.

Nome:
Cargo:

Nome:
Cargo:

GOL INVESTMENT BRASIL S.A.

Nome:
Cargo:

Nome:
Cargo:

GOL LINHAS AÉREAS INTELIGENTES S.A.

Nome:
Cargo:

Nome:
Cargo: