

B3 S.A. – BRASIL, BOLSA, BALCÃO
PUBLICLY HELD COMPANY
National Corporate Taxpayers Register (CNPJ) No. 09.346.601/0001-25
Company Registry No. (NIRE) 35.300.351.452

MINUTES OF THE ORDINARY MEETING OF THE BOARD OF DIRECTORS
HELD ON AUGUST 13th, 2020

- 1. Date, Time and Place:** On August 13th, 2020, at 12:30 p.m., through videoconference call, considered as being held at the registered office of B3 S.A. – Brasil, Bolsa, Balcão (“B3” or “Company”) located in the city of São Paulo, State of São Paulo, at Praça Antonio Prado, n°. 48, Centro.
- 2. Attendances:** Messrs. Antonio Carlos Quintella - Chairman, Ana Carla Abrão Costa, Claudia Farkouh Prado, Edgar da Silva Ramos, Eduardo Mazzilli de Vassimon, Florian Bartunek, Guilherme Affonso Ferreira, José de Menezes Berenguer, José Lucas Ferreira de Melo, José Roberto Machado Filho and Mauricio Machado de Minas – Directors.
- 3. Presiding Board:** Mr. Antonio Carlos Quintella - Chairman; and Ms. Bruna Menezes de Moura - Secretary.
- 4. Agenda:** To resolve on (i) the issuance of the Company’s 3rd (third) simple, unsecured, non-convertible debentures, in single series, of the Company (“Issuance” and “Debentures”, respectively), pursuant to the Law n° 6.404, dated December 15, 1976, as amended (“Brazilian Corporations Law”), and the public offering with restricted distribution efforts of the Debentures, pursuant to Law n° 6.385, dated December 7, 1976, as amended (“Brazilian Securities Law”), the Brazilian Securities and Exchange Commission (“CVM”) Instruction n° 476, dated January 16, 2009, as amended (“CVM Instruction 476”), and other applicable legal and regulatory provisions (“Offering”); (ii) the authorization for the Company’s Executive Management Board and/or attorneys-in-fact, to perform all necessary acts for the execution of the Issuance and Offering, including, but not limited to: (a) engagement of financial institutions to intermediate and coordinate the Offering, as well as other service providers related to the Issuance and Offering; and (b) negotiation and signature of instruments (including any amendments, cancelations, notifications, powers of attorney) necessary for the execution of the Issuance and Offering; (iii) the ratification of all the acts already carried out in relation to the items above; (iv) the election of external member of the Committee of Products and Pricing; and (v) the election of member to the Committee of Risks and Finance.
- 5. Resolutions by unanimous votes and no reservations, based on the supporting documents filed at the Company’s headquarters, with authorization granted for these minutes to be drawn up summary form:**
 - 5.1. Approve the execution of the Issuance and Offering, with the following characteristics and main conditions, which will be detailed and regulated through the execution of the Debentures’ issuance deed (“Issuance Deed”):
 - 5.1.1. Use of Proceeds: The net proceeds obtained by the Company with the Issuance will be fully used for general management purposes of the Company's business.
 - 5.1.2. Placement: The Debentures will be a public offering with restricted distribution efforts, pursuant to the Brazilian Securities Law, CVM Instruction 476 and other applicable

legal and regulatory provisions, and the Debentures distribution agreement ("Distribution Agreement"), with the intermediation of institutions that are part of the securities distribution system ("Coordinators"), under firm placement guarantee for the total amount of Debentures, targeting professional investors, as defined in Article 9-A of CVM Instruction n° 539, dated November 13, 2013, as amended ("Professional Investors"). There will be no preference for subscription of the Debentures by the current shareholders of the Company and no discount shall be conceived by the Coordinators to investors interest in acquiring the Debentures, considering the possibility of goodwill or negative goodwill on the payment price.

5.1.3. Subscription Term: Respecting the fulfillment of the requirements referred to in the Issuance Deed, the Debentures will be subscribed, at any time, from the Offering Distribution Date, in observance with Articles 7-A, 8, Paragraph 2, and 8-A of CVM Instruction 476, limited to the placement period provided for in the Distribution Agreement.

5.1.4. Form of Subscription, Payment and Price: The Debentures will be subscribed and paid-in through the MDA - Módulo de Distribuição de Ativos, which is managed and operated by B3 – Brasil, Bolsa, Balcão – Segmento CETIP UTVM ("B3 – Segmento CETIP UTVM"), and the distribution being financially settled through B3 – Segmento CETIP UTVM, by a maximum of 50 (fifty) Professional Investors, up front and at the time of subscription ("Payment Date"), in local currency, at the Nominal Unit Value (as defined below), on the 1st (first) Payment Date ("First Payment Date") or by the Nominal Unit Value plus Remuneration, calculated *pro rata temporis*, since the First Payment Date, inclusive, until the respective payment in case payments occur after the First Payment Date.

5.1.5. Trading: The Debentures will be deposited for trading in the secondary market through the CETIP21 - Títulos e Valores Mobiliários, which is managed and operated by B3 – Segmento CETIP UTVM, with the trades being financially settled and the electronic custody of the Debentures carried out by B3 – Segmento CETIP UTVM. The Debentures may only be traded in the secondary market after ninety (90) days of their respective subscription or acquisition by the Professional Investor, pursuant to Article 13 of CVM Instruction 476, except for the lot of Debentures subject to the firm guarantee indicated at the time of subscription, if any, observing, in subsequent agreements, the limits and conditions established in Articles 2 and 3 of CVM Instruction 476, observing, also, compliance by the Company with the obligations set forth in article 17 of CVM Instruction 476. Pursuant to Article 15 of CVM Instruction 476, the Debentures may only be traded between qualified investors, as defined in Article 9-B and 9-C of CVM Instruction 539, except if the Company obtains the registration referred to in Article 21 of the Brazilian Securities Law.

5.1.6. Issuance Number: The Debentures represent the Company's third issuance of debentures.

5.1.7. Total Issuance Amount: The total Issuance Amount will be R\$3,550,000,000.00 (three billion five hundred fifty million reais), on the Issuance Date ("Total Issuance Amount").

5.1.8. Quantity: A total of 355,000 (three hundred fifty five thousand) Debentures will be issued.

5.1.9. Nominal Unit Value: The Debentures shall have a nominal unit value of R\$10,000.00 (ten thousand reais), on the Issuance Date ("Nominal Unit Value").

5.1.10. Series: The Issuance will be held in a single series.

5.1.11. Form and Proof of Ownership: The Debentures shall be issued in registered bookentry form, without certificates, and for all legal purposes, the ownership of the Debentures shall be proved by the statement issued by the bookkeeping agent, and the Debentures that are electronically held at B3 – Segmento CETIP UTVM will be proven by the statement issued by B3– Segmento CETIP UTVM on behalf of the Debenture Holder.

5.1.12. Convertibility: The Debentures will not be convertible into shares issued by the Company.

5.1.13. Type: The Debentures will be unsecured, under the terms of Article 58 of the Brazilian Corporations Law, without guarantees and preferences.

5.1.14. Issuance Date: For all legal purposes, the issuance date of the Debentures will be set forth in the Issuance Deed and will not be later than August 14, 2020 ("Issuance Date").

5.1.15. Term and Maturity Date: Except in cases of early redemption of all Debentures, or early maturity of the obligations arising from the Debentures, under the terms set forth in the Issuance Deed, the Debentures will have a term of 4 (four) years from the Issuance Date, so that the maturity date will not be later than August 14, 2024 ("Maturity Date").

5.1.16. Payment of the Nominal Unit Value: Without prejudice to the payments due to the early redemption of the Debentures, early amortization of the Debentures or early maturity of the obligations arising from the Debentures, the Nominal Unit Value will be amortized in three (3) installments, being:

- I. the first installment, in the value corresponding to thirty-three integral and thirty-three hundredths per cent (33.33%) of the Nominal Unit Value's debt balance on August 14, 2022;
- II. the second installment, in the value corresponding to fifty per cent (50.00%) of the Nominal Unit Value's debt balance on August 14, 2023; and
- III. the third installment, in the value corresponding to one hundred per cent (100%) of the Nominal Unit Value's debt balance on the Maturity Date.

5.1.17. Remuneration: The remuneration of the Debentures will be as follows: (a) *monetary adjustment*: the Nominal Unit Value will not incur monetary adjustments; and (b) *remuneration interest*: the Nominal Unit Value will be entitled to remuneration interest corresponding to one hundred per cent (100%) of the accrued variation of the DI Rate, added of a surcharge of one integral and seventy-five hundredths per cent (1.75%) per annum, based on two hundred and fifty-two (252) business days ("Surcharge", and jointly with DI Rate, "Remuneration"), calculated on an exponential and cumulative basis *pro rata temporis* for accrued Business Days since the First Payment Date or the Remuneration payment date immediately preceding, as the case may be, until the actual payment date. Without prejudice to the payments due to the early redemption of the Debentures, early amortization of the Debentures or early maturity of the obligations arising from the Debentures, under the terms set forth in the Issuance Deed, the Remuneration will be paid semiannually from the Issuance Date, on the fourteenth (14th) day of the months of August and February of each year, with the first payment occurring on February 14, 2021 and the last payment on the Maturity Date. The Remuneration will be calculated according to the formula to be provided in the Issuance Deed.

5.1.18. Scheduled Renegotiation: The Debentures will not be subject to scheduled renegotiation.

5.1.19. Optional Early Redemption: The Company may, at its sole discretion, carry out, at any time, from and including August 14, 2022, and with prior notice pursuant to the terms of the Issuance Deed, an early redemption of the total amount (partial redemptions are prohibited) of the Debentures, with the subsequent cancellation of said Debentures, upon payment of the balance of the Nominal Unit Value of the Debentures, plus the Remuneration, calculated *pro rata temporis* from the First Payment Date or the Remuneration payment date immediately preceding, as the case may be, until the effective payment date, plus a premium on the Nominal Unit Value of the Debentures corresponding to fifty-five hundredths percent (0.55%) per year, for the remaining term of the Debentures, calculated according to the formulas to be provided in the Issuance Deed.

5.1.20. Optional Early Amortization: The Company may, at its sole discretion, carry out, at any time, from and including August 14, 2022, and with prior notice pursuant to the terms of the Issuance Deed, early amortizations over the balance of the Nominal Unit Value of the Debentures, upon payment of a portion of the Nominal Unit Value of the Debentures object of the respective optional early amortization, limited to ninety-eight percent (98%) of the balance of the Nominal Unit Value, plus the Remuneration, calculated *pro rata temporis* from the First Payment Date or the Remuneration payment date immediately preceding, as the case may be, until the effective payment date, plus a premium on the Nominal Unit Value of the Debentures corresponding to fifty-five hundredths percent (0.55%) per year, for the remaining term of the Debentures, calculated according to the formulas to be provided in the Issuance Deed.

5.1.21. Optional Early Redemption Offer: The Company may, at its sole discretion, carry out, at any time, an optional early redemption offer, total or partial, of the Debentures, with the subsequent cancellation of said Debentures, which shall be addressed to all Debenture Holders, without distinction, ensuring equal conditions for all Debenture Holders to accept the early redemption of the Debentures they hold, in accordance with the terms and conditions set forth in the Issuance Deed, and a premium may be offered.

5.1.22. Optional Purchase: The Company may, at any time, purchase the Debentures, provided that it observes the provisions of Article 55, Paragraph 3, of the Brazilian Corporations Law, Article 13 and, as applicable, Article 15 of CVM Instruction 476 and the applicable regulation of CVM, conditioned to the acceptance of the Debenture holders to sell their Debentures. The Debentures purchased by the Company may, at the discretion of the Company, be canceled, held in treasury or resold to the market. The Debentures purchased by the Company to be held in treasury, if and when sold to the market, will be entitled to the same Remuneration applicable to the other Debentures, observing the regulations in force.

5.1.23. Early Maturity: Subject to the terms and conditions set forth in the Issuance Deed, the fiduciary agent of the Debentures shall declare in advance the obligations arising from the Debentures and require the immediate payment, by the Company, outside of the scope of B3 – Segmento CETIP UTVM, of the outstanding balance of the Nominal Unit Value of the Debentures, plus the Remuneration, calculated *pro rata temporis* from the First Payment Date or the Remuneration payment date immediately preceding, as the case may be, until the effective payment date, without prejudice, as the case may be, to Delay Penalties (as defined below), on the occurrence of any of the expected events of default, to be provided for in the Issuance Deed.

5.1.24. Delay Penalties: If there is a late payment of any amount owed by the Company to the Debenture Holders pursuant to the terms of the Issuance Deed, in addition to the Remuneration payment, calculated *pro rata temporis* from the First Payment Date or the Remuneration payment date immediately preceding, as the case may be, until the effective

payment date, all overdue amounts will be entitled, regardless of notification or judicial or extrajudicial injunctions, to (i) delay penalties of one percent (1%) per month or fraction of a month, calculated *pro rata temporis*, from the default date until the actual payment date; and (ii) a non-compensatory fine of two percent (2%) ("Delay Penalties").

5.1.25. Other Characteristics: The other characteristics of the Debentures and the Offering will be described in the Issuance Deed and in the other documents related to them.

5.2. Authorize the Company's Executive Management Board and/or attorneys-in-fact, subject to the conditions mentioned above, to perform all necessary acts for the execution of the Issuance and Offering, including: (a) engagement of the Underwriters, as well as of the other service providers relating to the Issuance and the Offering, including the hiring of the distribution and trading systems for Debentures in the primary and secondary markets, of the Debentures' fiduciary agent ("Fiduciary Agent"), legal advisors, rating agency and the registration and settlement bank of the Debentures, determining their respective fees, as applicable; and (b) negotiation and signature of instruments (including any amendments, cancelations, notifications, powers of attorney) necessary for the execution of the Issuance and Offering, including the Issuance Deed and the Distribution Agreement and all their respective terms (including for the early maturity of the Debentures). It was authorized, with the abstention of the Independent Directors who are bound to holders of Access Authorization, that the financial institutions to which these directors are bound may be consulted and eventually hired to coordinate the Issuance.

5.3. Ratify all acts already carried out related to the resolutions of items 5.1 and 5.2 above.

5.4. Considering the resignation of Mr. Leonardo Silva de Loyola Reis from office as external member of the Company's Committee of Products and Pricing, on June 19, 2020, elect Mr. Luiz Masagão Ribeiro Filho, by unanimous vote of those present, to hold office for the remainder of the current term of office, until the 2021 Annual Shareholders' Meeting.

The Directors thanked Mr. Leonardo Silva de Loyola Reis for his contributions during his term of office.

5.4.1. In view of the resolution above, the composition of the Committee of Products and Pricing was ratified, with a term of office until the 2021 Annual Shareholders' Meeting: (i) Mr. Edgar Silva Ramos, as Coordinator and Independent and Unbounded Director; (ii) Ms. Ana Carla Abrão Costa as Member and Independent and Unbounded Director; and (iii) as external members, Messrs. Christian George Egan, Mario Torós, Renato dos Santos, Bernardo Zerbini, Luiz Fernando Figueiredo, Roberto de Jesus Paris and Luiz Masagão Ribeiro Filho.

5.5. Elect, by the unanimous vote of those present, Mr. Mauricio Machado de Minas, Independent Director, as member of the Company's Committee of Risks and Finance, to hold office for the remainder of the current term of office, until the 2021 Annual Shareholders' Meeting. Director Mauricio Machado de Minas refrained from voting.

5.5.1 In view of the resolution above, the composition of the Committee of Risks and Financial was ratified, with term of office until the 2021 Annual Shareholders' Meeting: (i) Mr. Eduardo Mazzilli de Vassimon, as Coordinator and Independent Director; (ii) Messrs. Antonio Carlos Quintella and José Lucas Ferreira de Melo, as Independent and Unbounded Directors; (iii) Messrs. José Roberto Machado Filho and Mauricio Machado de Minas, as Independent Directors.

6. Adjournment: There being no further business to be discussed, these minutes were drawn up to be approved and signed by all attending Directors. São Paulo, August 13th, 2020. (sgd) Antonio Carlos Quintella, Ana Carla Abrão Costa, Claudia Farkouh Prado, Edgar da Silva Ramos, Eduardo Mazzilli de Vassimon, Florian Bartunek, Guilherme Affonso Ferreira, José de Menezes Berenguer, José Lucas Ferreira de Melo, José Roberto Machado Filho and Mauricio Machado de Minas.

This is an exact copy of the minutes recorded in the relevant register.

Antonio Carlos Quintella

Chairman

Bruna Menezes de Moura

Acting Secretary