

**B3 S.A. – Brasil, Bolsa, Balcão**

CNPJ/ME nº 09.346.601/0001-25

NIRE 35.300.351.452

**NOTICE TO DEBENTURE HOLDERS  
OF THE 2<sup>ND</sup>. ISSUE OF DEBENTURES OF B3 S.A. – BRASIL, BOLSA,  
BALCÃO**

We announce to the Debenture Holders of the 2<sup>nd</sup> (second) Issue of Debentures of B3 S.A. – Brasil, Bolsa, Balcão ("Company") that, in the terms of Clause 7.14 of the "Private Issuance Deed of Simple, Non-Convertible, Unsecured Debentures of the Second Issue of B3 SA – Brasil, Bolsa, Balcão" ("Issuance Deed"), the Board of Directors, at a meeting held on March 28, 2022, proposed the following conditions to the scheduled renegotiation of the 2<sup>nd</sup> (second) issue of the Company's Debentures ("Scheduled Renegotiation" and "Debentures" respectively) which will take place on May 3, 2022 ("Scheduled Renegotiation Date").

(i) change the remuneration from 102.80% of the DI Rate to 100% of the DI Rate plus a surcharge (spread) of 1.05% (one integer and five hundredths percent) per year, noted that the Remuneration payment date and the amortization of the Nominal Unit Value will remain unaltered;

(ii) carry out another Scheduled Renegotiation of Debentures ("New Scheduled Renegotiation") on May 5, 2025 ("New Scheduled Renegotiation Date"), provided that:

(1) The New Scheduled Renegotiation must be proposed between March 31, 2025 (inclusive) and April 22, 2025 (exclusive) ("New Scheduled Renegotiation Term");

(2) The Board of Directors will resolve on the conditions of the New Scheduled Renegotiation which must be informed by the Company to the Debenture Holders through (a) individual communication to be sent by the Company to all Debenture Holders, with a copy to (a) the Fiduciary Agent; and (b) a publication under the terms of the Clause 7.26 of the Issuance Deed with 35 (thirty five) days, or another period provided for in the regulation in force, whichever is longer, in advance of the New Scheduled Renegotiation Date ("New Date of the Publication of the Scheduled Renegotiation Notice"), which must contain:

- I. the new parameters for Remuneration and frequency of its payment, which will become effective as of the New Scheduled Renegotiation Date, if applicable;
- II. definition of a new term and parameter of the new Scheduled Renegotiation Term and a new Scheduled Renegotiation

Date, if applicable;

- III. new Maturity Date, if applicable;
- IV. new frequency for the amortization of the Nominal Unit Value of the Debentures, if applicable;
- V. the new early amortization and/or early redemption premiums, if applicable.

(3) If the Debenture Holder does not agree with the new conditions of the Scheduled Renegotiation, the Debenture Holder must, between the Publication Date of the Scheduled Renegotiation Notice, inclusive, and the last day of the New Scheduled Renegotiation Term, inclusive, communicate (i) directly to the Company, by sending a notification, with a copy to the Fiduciary Agent, in the form of the Annex I of the Issuance Deed, or (ii) through CETIP21 for the Debentures which are deposited in B3, the option to sell all or part of their Debentures to the Company. In this case, the Company must acquire the number of Debentures indicated in the notice to be sent by the Debenture Holder who has not accepted the conditions defined by B3 for the New Scheduled Renegotiation ("New Mandatory Acquisition"), on the date of the Scheduled Renegotiation, 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, without premium or penalty.

(4) In case any Debenture Holder does not respond until the date mentioned in the item (3) above, his/her silence shall be interpreted as an agreement with the new conditions of the Debentures and waive the right to sell the Debentures owned by such holder.

(5) On the New Scheduled Renegotiation Date, the Company and the Fiduciary Agent shall execute an amendment to the Issuance Deed to reflect the terms and conditions proposed by the Company and this amendment shall be registered in Board of Trade of the State of São Paulo (JUCESP) as provided in the Issuance Deed.

(6) In Compliance with the regulation in force, the Debentures acquired with the New Mandatory Acquisition, at the Company's discretion, can be cancelled, remain in treasury or be placed on the market again. The Debentures acquired by the Company to remain in treasury in the terms of this Clause if and when placed back on the market, they will be entitled to the same Remuneration applicable to the other Debentures, in compliance with the regulations in force.

Debenture Holders who do not agree with the new conditions established by the Board

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of Directors herein disclosed can, between today's date and April 19, 2022 (inclusive), communicate (i) directly to the Company, with a copy to the Fiduciary Agent by sending a notification pursuant to Clause 7.14.3 of the Issuance Deed, or (ii) through CETIP21-Títulos e Valores Imobiliários managed and operated by B3 for the Debentures which are deposited in B3, the option to sell all or part of their Debentures to the Company. In this case, the Company must acquire the number of Debentures indicated in the notice to be sent by the Debenture Holder who has not accepted the conditions defined by the Company for the Scheduled Renegotiation at the Scheduled Renegotiation Date, 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, without premium or penalty.

If any Debenture Holder does not respond until the date mentioned above, his/her silence shall be interpreted as an agreement with the new conditions of the Debentures and waive the right to sell the Debentures owned by such holder, in the terms provided in the Issuance Deed.

Capitalized terms used and not otherwise defined in this notice shall have the same meanings assigned to them in the Issuance Deed.

São Paulo, March 29, 2022

**Daniel Sonder**

Chief Financial, Corporate and Investors Relations Officer