

HAPVIDA PARTICIPAÇÕES E INVESTIMENTOS S.A.

Corporate Taxpayers ID (CNPJ) 05.197.443/0001-38

Corporate Registry (NIRE) 233.000.392.71

**MINUTES OF THE ANNUAL AND EXTRAORDINARY GENERAL MEETING
HELD ON APRIL 30, 2021**

Date, Time and Place: On April 30, 2021, at 10:00 a.m., at HAPVIDA PARTICIPAÇÕES E INVESTIMENTOS S.A. headquarters, located in Fortaleza, State of Ceará, at Avenida Heráclito Graça, nº 406, Centro, Zip Code: 60.140-060 ("Company").

Call notice: Call notice published in the newspaper "O Estado" on March 31, April 1 and 2, 2021, respectively on pages 5, 10 and 7, and in the Official Gazette of the State of Ceará, on April 5, 6 and 7, 2021 respectively on pages 155, 137 and 110.

Disclosures: The documents pertinent to the matters included in the agenda, including the management proposal for this extraordinary general meeting, were made available to shareholders at the Company's headquarters and disclosed on the website of the Company, the Brazilian Securities and Exchange Commission ("CVM") and of B3 S.A. - Brasil, Bolsa, Balcão ("B3"), pursuant to Law Nº 6,404, of December 15, 1976 ("Brazilian Corporate Law") and applicable CVM regulation.

Attendance: Attending shareholders representing 84.89% (eighty-four point eighty-nine percent) of the Company's capital stock, in compliance with the minimum legal quorum, according to signatures in the Company's Shareholders' Attendance Book and valid remote voting ballots. Also present were the representative of the independent auditor KPMG and members of the Company's management.

Table: Chairman: CANDIDO PINHEIRO KOREN DE LIMA; and Secretary: RAFAEL SOBRAL MELO.

Agenda:

At the annual General Meeting: **(i)** review the management accounts, as well as examine, discuss and approve the Company's financial statements for the fiscal year ended December 31, 2020, accompanied by the management report and the independent auditors' report; **(ii)** approve the proposal for the allocation of net income for the fiscal year ended on December 31, 2020 and the distribution of dividends to the

Company's shareholders; e **(iii)** fix the global compensation amount for the Company's management for the fiscal year 2021.

At the extraordinary General Meeting: **(i)** the approval of the Company's Performance Award Policy; **(ii)** to approve the Company's Stock Option Plan, which will be effective conditioned to the closing of the business combination between the Company and Notre Dame Intermédica Participações S.A., already approved at the Company's AGE held on March 29, 2021; **(iii)** the approval of the acquisition of control of Grupo Promed through the acquisition of all the shares issued by Vida Saúde Gestão S.A. ("Vida Saúde"), through Ultra Som Serviços Médicos S.A. ("Ultra Som"), a company controlled by the Company, according to the Material Fact disclosed by the Company on September 8, 2020, including the other acts necessary to complete the acquisition of Vida e Saúde, namely: (a) the examination, discussion and approval of the Protocol and Justification for the Merger of Shares of Vida Saúde by Ultra Som, and of Shares of Ultra Som by the Company ("Merger Protocol"); (b) the merger of Vida Saúde shares by Ultra Som, as provided for in the Merger Protocol ("Merger of Vida Saúde Shares"); (c) the merger of Ultra Som shares by the Company, as provided for in the Merger Protocol ("Merger of Ultra Som Shares"); (d) the ratification of the appointment of the specialized appraisal company Apsis Consultoria Empresarial Ltda., Corporate Taxpayers ID under nº 27.281.922/0001-70, responsible for the valuation of the net assets of Vida Saúde and Ultra Som, as well as for the preparation of the respective appraisal reports. evaluation ("Appraisal Reports"); (e) the examination, discussion and approval of the Appraisal Report; (f) the increase in the Company's capital stock, as a result of the Merger of Ultra Som Shares; and (g) the authorization for the executive board to perform all other acts that are necessary for the acquisition of the shares of Vida Saúde and for the implementation of the Merger of Shares of Vida Saúde and the Merger of Shares of Ultra Som; and **(iv)** the amendment of art. 6 of the bylaws to reflect the increase in the Company's capital stock.

Resolutions: Preliminarily, (1) the reading of documents related to the matters to be resolved at this meeting was unanimously waived, since all have already been duly and previously made available by the Company and are fully known by the shareholders; (2) any declarations of vote, protests and dissent that may be presented will be numbered, received and authenticated by the presiding board and will be filed at the Company's headquarters, pursuant to the paragraph 1 of article 130 of Law no. 1976 ("Lei das S.A."); and (3) the drawing up of these minutes in summary form was authorized and their publication omitted the signatures of all the shareholders present, pursuant to paragraphs 1 and 2 of article 130 of Lei das S.A.

Then, after examining and discussing the matters on the agenda, the following resolutions were taken:

At the annual General Meeting:

(i) By majority of votes, with 98.04% (ninety-eight-point zero four percent) of votes in favor and 1.96% (one point ninety-six percent) of abstentions, pursuant to Annex V to these minutes, and with the abstention of those legally prevented (controllers), approve the management accounts and the financial statements of the Company for the fiscal year ended December 31, 2020, accompanied by the management report and the independent auditors' report;

(ii) By majority vote, with 99.94% (ninety-nine point ninety-four percent) of votes in favor and 0.06% (zero point zero six percent) abstaining, pursuant to Annex V to these minutes, approve the proposal for the allocation of net income for the fiscal year ended on December 31, 2020, which, after legal deductions for the provision of Income Tax and Social Contribution, corresponds to the amount of R\$ 783,464,255.53 (seven hundred and eighty-three million, four hundred and sixty-four thousand, two hundred and fifty-five reais and fifty-three cents), as follows: (a) R\$ 39,173,212.78 (thirty-nine million, one hundred and seventy-three thousand, two hundred and twelve reais and seventy-eight cents), corresponding to 5% (five percent) of the net income determined, to constitute the legal reserve; (b) R\$ 213,854,600.06 (two hundred and thirteen million, eight hundred and fifty-four thousand six hundred reais and six cents) distributed to shareholders, of which R\$ 9,724,854.06 (nine million, seven hundred and twenty-four thousand, eight hundred and fifty-four reais and six cents), corresponding to R\$ 0.0026177761869954 per share, to be paid as dividends until May 17, 2021 to the holders of the Company's common shares on the base date of May 5, 2021, passing the Company's shares to be traded ex dividends now declared as of May 6, 2021, e (2) the remainder, corresponding to R\$ 204,129,746.00 (two hundred and four million, one hundred and twenty-nine thousand, seven hundred and forty-six reais), corresponding to R\$ 0.0549484840429799 for each common share, will be paid today, April 30, 2021, as interest on equity already declared in the resolutions taken at meetings of the board of directors held on July 13, 2020 and December 30, 2020; and (c) R\$ 530,436,442.69 (five hundred and thirty million, four hundred and thirty-six thousand, four hundred and forty-two reais and sixty-nine cents) will be retained based on the capital budget that is attached to the management proposal for this assembly.

(iii) By majority of votes, with 83.89% (eighty-three point eighty-nine percent) of votes in favor, 13.78% (thirteen point seventy-eight percent) of votes against and 2.33% (two point thirty three percent) of abstentions, pursuant to Annex V to these minutes, set the limit for the total amount of compensation for the Company's management at R\$ 51,638,860.51 (fifty-one million, six hundred and thirty-eight thousand, eight hundred and sixty reais and fifty-one cents) for the fiscal year 2021, as proposed by the management for this meeting.

Finally, the request for the installation of the fiscal council by shareholders holding shares representing approximately 12.31% (twelve point thirty-one percent) of the total share capital of the Company was registered by the Bureau, without the nomination of candidates. As requested by the President to nominate candidates to compose the fiscal council, no shareholder nominated any candidates. Thus, the minimum number of 3 (three) effective members and an equal number of alternates has not been reached, so that the request for installation of the fiscal council was considered impaired.

At the extraordinary General Meeting:

(i) By majority of votes, with 88.12% (eighty-eight-point twelve percent) of votes in favor, 10.39% (ten point thirty-nine percent) of votes against and 1.49% (one point forty-nine percent) abstentions, pursuant to Annex V to these minutes, to approve the Company's Performance Award Policy, a copy of which constitutes Annex I to these minutes.

(ii) By a majority of votes, with 86.78% (eighty-six point seventy-eight percent) of votes cast in favor, 11.73% (eleven point seventy-three percent) of votes against and 1, 49% (one point forty nine percent) of abstentions, pursuant to Annex V to these minutes, approve the Company's Stock Option Plan, the effectiveness of which will be conditioned to the closing of the business combination between the Company and Notre Dame Intermédica Participações S.A., already approved by the Company's AGE held on March 29, 2021, a copy of which is set out in Annex I to these minutes.

(iii) By unanimous vote, 100% (one hundred percent) of votes in favor were computed, pursuant to Annex V to these minutes, to approve the acquisition of control of the Promed Group through the acquisition of all the shares issued by Vida Saúde, through Ultra Som, a company controlled by the Company, as per the Material Fact disclosed by the Company in 08 September 2020, including the other acts necessary to complete the acquisition of Vida e Saúde, such as: (iii.1) the Merger of Vida Saúde Shares; (iii.2) the Merger of Ultra Som Shares; (iii.3) the Merger Protocol, the copy of which constitutes Annex III.a; (iii.4) the ratification of the appointment of the specialized appraisal company Apsis Consultoria Empresarial Ltda., Corporate Taxpayers ID under nº 27.281.922/0001-70 to prepare the Appraisal Reports; (iii.5) the Appraisal Reports, the copies of which constitute Annex III.b; and (iii.6) the increase in the Company's capital stock, as a result of the Merger of Ultra Som Shares, in the amount of R\$ 501,813,224.99 (five hundred and one million, eight hundred and thirteen thousand, two hundred and twenty-four reais and ninety-nine cents), through the issue of 41,640,220 (forty-one million, six hundred and forty thousand, two hundred and twenty) new common shares, all book-entry and without par value. The shares issued as a result of the

Merger of Ultra Som Shares will be subscribed by the Company's Officers, on behalf and order of the current shareholders of Ultra Som, which, as provided for in Clause 6.1 of the Merger Protocol, is conditioned to the performance of all acts provided for in Clauses 6.1.1 to 6.1.4 of the Merger Protocol.

(iv) By majority vote, with 99.19% (ninety-nine point nineteen percent) of votes in favor and 0.81% (zero point eighty-one percent) abstaining, pursuant to Annex V to these minutes, and as a result of the approvals of item (iii) retro, and subject to the performance of all acts provided for in Clauses 6.1.1 to 6.1.4 of the Merger Protocol, approve the amendment to art. 6 of the Bylaws to reflect the increase in the Company's capital stock, which will now have the following new wording:

"Article 6 - The Company's capital stock, fully subscribed and paid in (in national currency) is R\$ 8,352,334,681.49 (eight billion, three hundred and fifty-two million, three hundred and thirty-four thousand, six hundred and eighty-one reais and forty-nine cents), divided into 3,891,569,750 (three billion, eight hundred and ninety-one million, five hundred and sixty-nine thousand, seven hundred and fifty) common shares, all book-entry and without par value."

The Company's consolidated bylaws, already reflecting the amendments hereby approved in the items above, are attached to these minutes as Annex IV and will be disclosed to the market under the terms of the applicable regulations.

Closure: There being nothing more to discuss and since none of those present wanted to make use of the floor, the meeting was suspended and these minutes were drawn up, which were read, checked and found to be in order, and were signed by all those present.

Signatures: Table: CANDIDO PINHEIRO KOREN DE LIMA - Chairman; RAFAEL SOBRAL MELO - Secretary.
Shareholders present: PPAR PINHEIRO PARTICIPAÇÕES S.A., CANDIDO PINHEIRO KOREN DE LIMA, CANDIDO PINHEIRO KOREN DE LIMA JUNIOR, JORGE FONTOURA PINHEIRO KOREN DE LIMA, ANA CHRISTINA FONTOURA KOREN DE LIMA, ARISAIG NEXT GENERATION MASTER FUND ICAV, CARMIGNAC EMERGENTS, CARMIGNAC PORTFOLIO – EMERGENTS, FP CARMIGNAC EMERGING MARKETS, TRINETRA EMERGING MARKETS GROWTH FUND, FIDELITY FUNDS - LATIN AMERICA FUND, AMUNDI FUNDS, AMUNDI INDEX SOLUTIONS, BESTINVER LATAM, FI. **The following shareholders exercised their voting rights by means of remote voting ballots and, pursuant to article 21-V of CVM Instruction N°. 481/09, are considered to be present at this general meeting and sign these minutes:** WELLINGTON MANAGEMENT FUNDS (IRELAND) PLC, CALIFORNIA PUBLIC EMPLOYEES

RETIREMENT SYSTEM, LEGAL AND GENERAL ASSURANCE PENSIONS MNG LTD, BLACKROCK INSTITUTIONAL TRUST COMPANY NA, CITY OF LOS ANGELES FIRE AND POLICE PENSION PLAN, CANADIAN PACIFIC RAILWAY COMPANY PENSION TR F, CIBC EMERGING MARKETS INDEX FUND, DRIEHAUS EMERGING MARKETS GROWTH FUND, RUSSELL TR COMPANY COMMINGLED E. B. F. T. R. L. D. I. S., IBM 401 (K) PLUS PLAN

NN (L), IRISH LIFE ASSURANCE PLC, MANAGED PENSION FUNDS LIMITED, MORGAN STANLEY INST FD INC EM MKTS PORTFOLIO, OFFSHORE EMERGING MARKETS FUND, NORGES BANK, PUBLIC EMPLOYEES RET SYSTEM OF MISSISSIPPI, SEI INST INT TRUST EM MKTS EQUITY FUND, RUSSEL EMERGING MARKETS EQUITY POOL, STATE ST GL ADV TRUST COMPANY INV FF TAX EX RET PLANS, ST LT DEP SCOTTISH WIDOWS TRKS EMG MKT FUN, ST LT DEP SCOTTISH WIDOWS TRKS LAT AMR FUN, STICHTING PHILIPS PENSIOENFONDS, PARAMETRIC TAX-MANAGED EMERGING MARKETS FUND, TEACHER RETIREMENT SYSTEM OF TEXAS, TEACHERS RETIREMENT ALLOWANCES, CONSULTING GROUP CAPITAL MKTS FUNDS EMER MARKETS EQUITY FUND, THE EMERGING M.S. OF THE DFA I.T.CO., THE MONETARY AUTHORITY OF SINGAPORE, MORGAN STANLEY VARIABLE I.F. INC, E. M. EQUITY PORTFOLIO, TD EMERGING MARKETS FUND, VANGUARD INVESTMENT SERIES PLC, STATE OF NEW JERSEY COMMON PENSION FUND D, PINEBRIDGE LATIN AMERICA FUND, SSGA MSCI BRAZIL INDEX NON-LENDING QP COMMON TRUST FUND, CAISSE DE DEPOT ET PLACEMENT DU QUEBEC, COMMONWEALTH OF PENNSYLV.PUB.SCHOOL EMP RET S, FLORIDA RETIREMENT SYSTEM TRUST FUND, RUSSELL INVESTMENT COMPANY EMERGING MARKETS FUND, STATE STREET VARIABLE INSURANCE SERIES FUNDS, INC, HALLIBURTON CO EMPLOYEE BENEFIT MASTER TRUST, MORGAN STANLEY INV MAN EMERG MKTS TRUST, NATIONAL ELEVATOR INDUSTRY PENSION PLAN, PANAGORA GROUP TRUST, PEAR TREE AXIOM EMERGING MARKETS WORLD EQUITY FUND, IN BK FOR REC AND DEV,AS TR FT ST RET PLAN AND TR/RSBP AN TR, STATE OF ALASKA RETIREMENT AND BENEFITS PLANS, STATE OF MINNESOTA STATE EMPLOYEES RET PLAN, THE PENSION RESERVES INVESTMENT MANAG.BOARD, WEST VIRGINIA INVESTMENT MANAGEMENT BOARD, MAGNA UMBRELLA FUND PLC, RUSSELL INVESTMENT COMPANY PUBLIC LIMITED COMPANY, THE CIVIL SERVICE SUPERANNUATION FUND, LOS ANGELES COUNTY EMPLOYEES RET ASSOCIATION, NEW ZEALAND SUPERANNUATION FUND, ALFRED I. DUPONT CHARITABLE TRUST, MULTI-MANAGER ICVC MULTI-MANAGER INTL EQ FD, FORD MOTOR CO DEFINED BENEF MASTER TRUST, INTERNATIONAL MONETARY FUND, MUNICIPAL E ANNUITY A B FUND OF CHICAGO, TEACHERS RETIREMENT SYSTEM OF THE STATE OF ILLINOIS, THE BOARD OF A.C.E.R.S.LOS ANGELES,CALIFORNIA, SEI GLOBAL MASTER FUND PLC, THE SEI EMERGING MKT EQUITY FUND, UTAH STATE RETIREMENT SYSTEMS, BOARD OF PENSIONS OF THE EVANGELICAL LUTHERAN CHURCH IN AMER, CHEVRON MASTER PENSION TRUST, NTCC COLLECTIVE FUNDS FOR EMPLOYEE BENEFIT TRUSTS, NTGI QUANTITATIVE MANAGEMENT COLLEC FUNDS TRUST, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, VALIC COMPANY II - INTERNATIONAL OPPORTUNITIES FUND, EMER MKTS CORE EQ PORT DFA INVEST DIMENS GROU, ALASKA PERMANENT

FUND, CITY OF NEW YORK GROUP TRUST, WELLS FARGO ADVANT EMERGING MARKETS EQUITY FUND, CANADA POST CORPORATION REGISTERED PENSION PLAN, THE SEVENTH SWEDISH NATIONAL PENSION FUND - AP7 EQUITY FUND, ISHARES PUBLIC LIMITED COMPANY, NTGI QM COMMON DAILY ALL COUNT WORLD EXUS EQU INDEX FD LEND, AXIOM INVESTORS TRUST II, THE MASTER T BK OF JPN, LTD AS T OF NIKKO BR EQ MOTHER FUND, GOVERNMENT EMPLOYEES SUPERANNUATION BOARD, UNIV OF PITTSBURGH MEDICAL CENTER SYSTEM, UPMC HEALTH SYSTEM BASIC RETIREMENT PLAN, NORTHERN EMERGING MARKETS EQUITY INDEX FUND, KAISER FOUNDATION HOSPITALS, JNL MULTI-MANAGER EMERGING MARKETS EQUITY FUND, THE NOMURA T AND B CO LTD RE I E S INDEX MSCI E NO HED M FUN, MGI FUNDS PLC, ISHARES MSCI BRAZIL ETF, ISHARES II PUBLIC LIMITED COMPANY, CHANG HWA COM BK LTD IN ITS CAP AS M CUST OF P LAT A EQ FD, SUNSUPER SUPERANNUATION FUND, MFS HERITAGE TRUST COMPANY COLLECTIVE INVESTMENT TRUST, SPDR SP EMERGING MARKETS ETF, MANULIFE GLOBAL FUND, PARTNER FI EM ACOES INVESTIMENTO NO EXTERIOR, FIDELITY INVEST TRUST LATIN AMERICA FUND, NEW YORK STATE TEACHERS RETIREMENT SYSTEM, THE TEXAS EDUCATION AGENCY, COUNTY EMPLOYEES ANNUITY AND BENEFIT FD OF THE COOK COUNTY, SUPERANNUATION ARRANGEMENTS OF THE UNIVERSITY OF LONDON, GOVERNMENT OF SINGAPORE, FUTURE FUND BOARD OF GUARDIANS, VAM FUNDS (LUX) - EMERGING MARKETS GROWTH, NATIONAL COUNCIL FOR SOCIAL SECURITY FUND, THE MASTER TRUST BANK OF JAPAN, LTD. AS TOS LATIN AEMF, NORTHERN TRUST INVESTMENT FUNDS PLC, BRITISH COLUMBIA INVESTMENT MANAGEMENT CORPORATION, ISHARES MSCI BRIC ETF, MICROSOFT CORPORATION SAVINGS PLUS 401(K) PLAN, PEOPLE S BANK OF CHINA, PUBLIC SECTOR PENSION INVESTMENT BOARD, SOMERSET GLOBAL EMERGING MARKETS FUND LLC, FEDERATED HERMES GLOBAL ALLOCATION FUND, COLLEGE RETIREMENT EQUITIES FUND, EATON VANCE COLLECTIVE INVESTMENT TFE BEN PLANS EM MQ EQU FD, EATON VANCE INT (IR) F PLC-EATON V INT (IR) PAR EM MKT FUND, COMMONWEALTH EMERGING MARKETS FUND 4, LEGAL GENERAL INTERNATIONAL INDEX TRUST, EMERGING MARKETS STOCK COMMON TRUST FUND, VANGUARD TOTAL WORLD STOCK INDEX FUND, A SERIES OF, CUSTODY BANK OF JAPAN, LTD. RE: RTB NIKKO B. E. A. M. F., THE BANK OF NEW YORK MELLON EMP BEN COLLECTIVE INVEST FD PLA, ISHARES III PUBLIC LIMITED COMPANY, NTGI-QM COMMON DAC WORLD EX-US INVESTABLE MIF – LENDING, RUSSELL TAX EFFECTIVE GLOBAL SHARES FUND, RUSSELL INSTITUTIONAL FUNDS, LLC - REM EQUITY PLUS FUND, PICTET - EMERGING MARKETS INDEX, MI SOMERSET GLOBAL EMERGING MARKETS FUND, EMERGING MARKETS EQUITY FUND, NORTHERN MULTI - MANAGER EMERGING MARKETS EQUITY FUND, CUSTODY BANK OF JAPAN, LTD. RE: EMERG EQUITY PASSIVE MOTHF, BELLSOUTH CORPORATION RFA VEBA TRUST, MFS MERIDIAN FUNDS - LATIN AMERICAN EQUITY FUND, PICTET CH INSTITUCIONAL-EMERGING MARKETS TRACKER, PACIFIC SELECT FUND - PD EMERGING MARKETS PORTFOLIO, WISDOMTREE GLOBAL EX-U.S. QUALITY DIVIDEND GROWTH FUND, FIDELITY SALEM STREET TRUST: FIDELITY SERIES G EX US I FD, SCHWAB EMERGING MARKETS EQUITY

ETF, BRASIL CAPITAL MASTER FIA, ISHARES MSCI EMERGING MARKETS ETF, THE MASTER T B J, LTD AS T OF DAIWA BRAZIL STOCK OPEN-RIO WI, THE BANK OF N. Y. M. (INT) LTD AS T. OF I. E. M. E. I. F. UK, CUSTODY BANK OF JAPAN, LTD. STB BRAZIL STOCK M. F., MI SOMERSET EMERGING MARKETS DIVIDEND GROWTH FUND, CHANG HWA CO BANK, LTD IN ITS C AS M CUST OF N B FUND, NAT WEST BK PLC AS TR OF ST JAMES PL GL EMER MKTS UNIT FUND, QSUPER, BMO MSCI EMERGING MARKETS INDEX ETF, WELLINGTON TRUST COMPANY N.A., NTGI-QM COMMON DAILY EMERGING MARKETS EQUITY I F- NON L, TIAA-CREF FUNDS - TIAA-CREF EMERGING MARKETS EQUITY I F, LEGAL GENERAL GLOBAL EMERGING MARKETS INDEX FUND, LEGAL GENERAL GLOBAL HEALTH PHARMACEUTICALS INDEX TRUST, MANASLU LLC, BNYM MELLON CF SL EMERGING MARKETS STOCK INDEX FUND, INTEGRA EMERGING MARKETS EQUITY FUND, WELLS FARGO (LUX) WORLDWIDE FUND, SSGA MSCI ACWI EX-USA INDEX NON-LENDING DAILY TRUST, DELA DEPOSITARY ASSET MANAGEMENT B.V., FIRST TRUST BRAZIL ALPHADDEX FUND, FIRST TRUST LATIN AMERICA ALPHADDEX FUND, SSGA SPDR ETFS EUROPE I PLC, STICHTING PENSIOENFONDS ING, EUROPEAN CENTRAL BANK, EATON VANCE TR CO CO TR FD - PA STR EM MKTS EQ COM TR FD, VERDIPAPIRFONDET KLP AKSJE FREMVOKSENDE MARKEDER INDEKS I, TOTAL INTERNATIONAL EX U.S. I MASTER PORT OF MASTER INV PORT, EMERGING MARKETS EQ FUND A SERIES OF 525 MARKET ST FUND LLC, ISHARES MSCI ACWI EX U.S. ETF, ISHARES MSCI ACWI ETF, NAT WEST BK PLC AS TR OF ST JAMES PL GL EQUITY UNIT TRUST, JNL/MELLON EMERGING MARKETS INDEX FUND FIDELITY SALEM STREET T: FIDELITY E M INDEX FUND, FIDELITY SALEM STREET T: FIDELITY G EX U.S INDEX FUND, ISHARES V PUBLIC LIMITED COMPANY, BRASIL CAPITAL 30 MASTER FIA, DWS ADVISORS EMERGING MARKETS EQUITIES-PASSIVE, VOYA EMERGING MARKETS INDEX PORTFOLIO, VANGUARD FUNDS PUBLIC LIMITED COMPANY, SOMERSET SMALL MID CAP EM ALL COUNTRY FUND LLC, EMERGING MARKETS EQUITY OPPORTUNITIES FUND, WASATCH EMERGING MARKETS SMALL CAP CIT, THE MASTER TRUST BANK OF JAPAN, LTD. AS T F MTBJ400045832, THE MASTER TRUST BANK OF JAPAN, LTD. AS T. FOR MTBJ400045836, GERDAU PREV 5 FUNDO DE INVESTIMENTO EM ACOES, MERCER QIF FUND PLC, CITY OF PHILADELPHIA PUB EMPLOYEES RET SYSTEM, ONEPATH GLOBAL EMERGING MARKETS SHARES(UNHEDGED) INDEX POOL, ASCENSION ALPHA FUND, LLC, COMMONWEALTH SUPERANNUATION CORPORATION, JOHN HANCOCK FUNDS II STRATEGIC EQUITY ALLOCATION FUND, THE MASTER TRUST BANK OF JAPAN, LTD. TRUSTEE MUTB400038099, WELLS FARGO BK D OF T ESTABLISHING INV F FOR E BENEFIT TR, FIDELITY RUTLAND SQUARE TRUST II: STRATEGIC A E M FUND, FLEXSHARES MORNINGSTAR EMERGING MARKETS FACTOR TILT INDEX F, ISHARES CORE MSCI EMERGING MARKETS ETF, ISHARES CORE MSCI TOTAL INTERNATIONAL STOCK ETF, BLACKROCK GLOBAL INDEX FUNDS, WASATCH EMERGING MARKETS SELECT FUND, EVTC CIT FOF EBP-EVTC PARAMETRIC SEM CORE EQUITY FUND TR, PANAGORA DIVERSIFIED RISK MULTI-ASSET FUND, LTD, EMERGING MARKETS LARGE/MID CAP FUND, KAPITALFORENINGEN LAEGERNES PENSIONSINVESTERING, LPI A EM II, KAPITALFORENINGEN LAEGERNES PENSIONSINVESTERING, LPI AEM III, INVESTERINGSFORENINGEN LAEGERNES

PENSIONSINVESTING, LPI AK, GENERAL PENSION AND SOCIAL SECURITY AUTHORITY, CONNECTICUT GENERAL LIFE INSURANCE COMPANY, WCM FOCUSED EMERGING MARKETS FUND, GOVERNMENT PENSION FUND, EXELON GENERATION COMP, LLC TAX QUALIFIED NUCLEAR DECOMM PAR, QS INVESTORS DBI GLOBAL EMERGING MARKETS EQUITY FUND LP, AMERGEN CLINTON NUCLEAR POWER PLANT NONQUALIFIED FUND, THREE MILE ISLAND UNIT ONE QUALIFIED FUND, THREADNEEDLE INVESTMENT FUNDS ICVC, STATE STREET IRELAND UNIT TRUST, SPDR SP EMERGING MARKETS FUND, DIVERSIFIED MARKETS (2010) POOLED FUND TRUST, GREATBANC COLLECTIVE INVESTMENT TRUST IV, DEUTSCHE X-TRACKERS MSCI ALL WORLD EX US HEDGED EQUITY ETF, XTRACKERS (IE) PUBLIC LIMITED COMPANY, XTRACKERS, THE MASTER TRUST BANK OF JAPAN, LTD. AS T OF MUTB400021492, FIDELITY INVESTMENT FUNDS FIDELITY INDEX EMERG MARKETS FUND, THE MASTER TRUST BANK OF JAPAN, LTD. AS TR FOR MUTB400045792, NN PARAPLUFONDS 1 N.V, NORTHERN TRUST COLLECTIVE ALL COUNTRY WORLD I (ACWI) E-U F-L, NORTHERN TRUST COLLECTIVE EMERGING MARKETS INDEX FUND-LEND, THE MASTER TRUST BANK OF JAPAN, LTD. TRUSTEE MUTB400045794, SPDR MSCI EMERGING MARKETS STRATEGICFACTORS ETF, NAT WEST BK PLC AS TR OF ST JAMES PL EMER MKTS UNIT TRUST, THE MASTER TRUST BANK OF JAP, LTD. AS TR. FOR MTBJ400045828, THE MASTER TRUST BANK OF JAP., LTD. AS TR. FOR MTBJ400045829, THE MASTER TRUST BANK OF JAPAN, LTD. AS TRUSTEE FOR MUTB4000, NORMANDIA FUNDO DE INVESTIMENTO DE ACOES, NAT WEST BK PLC AS TR OF ST JAMES PL ST MANAGED UNIT TRUST, JPMORGAN DIVERSIFIED RETURN EMERGING MARKETS EQUITY ETF, BLACKROCK A. M. S. AG ON B. OF I. E. M. E. I. F. (CH), STATE STREET GLOBAL ALL CAP EQUITY EX-US INDEX PORTFOLIO, LEGAL GENERAL GLOBAL EQUITY INDEX FUND, SEI INSTITUTIONAL INVESTMENTS TRUST- EMERGING MARKETS E FUND, WISDOMTREE EMERGING MARKETS EX-STATE-OWNED ENTERPRISES FUND, MORGAN STANLEY INVESTMENT FUNDS GLOBAL BALANCED INCOME FUND, POOL REINSURANCE COMPANY LIMITED, LEGAL GENERAL COLLECTIVE INVESTMENT TRUST, INVESTERINGSFORENINGEN NORDEA INVEST EMERGING STARS KL, GOLDMAN SACHS ETF TRUST - GOLDMAN S ACTIVEBETA E M E ETF, RUSSELL INVESTMENT COMPANY RUSSELL TAX-MANAGED INTERNATIONAL, STATE STREET GLOBAL ADVISORS LUX SICAV - S S G E M I E FUND, STATE STREET EMERGING MARKETS EQUITY INDEX FUND, THE MASTER TRUST BANK OF JAPAN, LTD. AS T OF MUTB400021536, AUSTRALIA P.SUPERANNUATION SCHEME, GUIDEMARK EMERGING MARKETS FUND, WM POOL - EQUITIES TRUST NO. 75, NORTHERN TRUST UCITS FGR FUND, FIDELITY SALEM STREET TRUST: FIDELITY SAI EMERGING M I FUND, STATE STREET ICAV, WCM FOCUSED EMERGING MARKETS FUND LP, FIDELITY SALEM STREET T: FIDELITY TOTAL INTE INDEX FUND, PANAGORA RISK PARITY MULTI ASSET MASTER FUND, LTD, ISHARES IV PUBLIC LIMITED COMPANY, CUSTODY B. OF J. LTD. RE: SMTB G. I. M. F., DWS I. GMBH FOR DEAM-FONDS KG-PENSIONEN, LEGAL GENERAL ICAV, VANGUARD INV FUNDS ICVC-VANGUARD FTSE GLOBAL ALL CAP INDEX F, MI SOMERSET GLOBAL EMERGING MARKETS SCREENED FUND, MINISTRY OF ECONOMY AND FINANCE, JOHN HANCOCK FUNDS II INTERNATIONAL

STRATEGIC EQUITY ALLOCAT, DPAM EQUITIES L, INVESTORS WHOLESAL EMERGING MARKETS EQUITIES TRUST, ANNAPURNA PSE FIA, CITITRUST LIM AS TR OF BLACK PREMIER FDS- ISH WOR EQU IND FD, FIDELITY SALEM STREET TRUST: FIDELITY FLEX INTERNATIONAL IND, MORGAN STANLEY INVESTMENT FUNDS GLOBAL BALANCED DEFENSIVE FU, MORGAN STANLEY INVESTMENT FUNDS GLOBAL BALANCED FUND, THE COMMONWEALTH FUND, ISHARES MSCI EMERGING MARKETS EX CHINA ETF, SPARTAN GROUP TRUST FOR EMPLOYEE BENEFIT PLANS: SPARTAN EMERG, BLACKROCK CDN MSCI EMERGING MARKETS INDEX FUND, EMERGING MARKETS EQUITY ESG SCREENED FUND B, EMERGING MARKETS EQUITY INDEX MASTER FUND, EMERGING MARKETS EQUITY INDEX ESG SCREENED FUND B, EMERGING MARKETS INDEX NON-LENDABLE FUND, EMERGING MARKETS INDEX NON-LENDABLE FUND B, NEW SOUTH WALLS TR CORP AS TR FOR THE TC EMER MKT SHAR FUND, INVESCO PUREBETASM FTSE EMERGING MARKETS ETF, FRANKLIN LIBERTYSHARES ICAV, THE MASTER TRUST BANK OF JAPAN, LTD. AS TRU FO MTBJ400045849, NORMANDIA INSTITUCIONAL MASTER FIA, THE INCUBATION FUND, LTD., FRANKLIN TEMPLETON ETF TRUST - FRANKLIN FTSE BRAZI, VANGUARD EMERGING MARKETS STOCK INDEX FUND, ABU DHABI RETIREMENT PENSIONS AND BENEFITS FUND, PARAMETRIC TMEHC FUND, LP, AQUARIUS INTERNATIONAL FUND, VARIABLE INSURANCE PRODUCTS FUND II: INTERNATIONAL, DEUTSCHE ASSET MANAGEMENT S.A. FOR ARERO - DER WEL, MSCI EQUITY INDEX FUND B - BRAZIL, SCRI ROBECO QI INST EMERG MKTS ENHANCED IND EQUITIES FUND, SUNAMERICA SERIES TRUST SA EMERGING MARKETS EQUITY, KRANESHARES EMERGING MARKETS HEALTHCARE INDEX ETF, MSCI ACWI EX-U.S. IMI INDEX FUND B2, LAERERNES PENSION FORSIKRINGSAKTIESELSKAB, FIDELITY CONCORD STREET TRUST: FIDELITY ZERO INT. INDEX FUND, VANGUARD ESG INTERNATIONAL, FEDERATED HERMES I. F. PLC - FEDERATED H. G. E. M. S. E. F., ISHARES (DE) I INVESTMENTAKTIENGESellschaft MIT TG, FRANKLIN TEMPLETON ETF TRUST - FRANKLIN FTSE LATIN ROBECO CAPITAL GROWTH FUNDS, GARD UNIT TRUST, LVIP SSGA EMERGING MARKETS EQUITY INDEX FUND, AVIVA I INVESTMENT FUNDS ICVC - AVIVA I INTERNATIONAL I T F, BRASIL CAPITAL PREV I MASTER FUNDO DE INVESTIMENTO EM ACOES, VANGUARD FIDUCIARY TRT COMPANY INSTIT T INTL STK MKT INDEX T, THREADNEEDLE INVESTMENT FUNDS ICVC - LATIN AMERICA, SIX CIRCLES INTERNATIONAL UNCONSTRAINED EQUITY FUN, BLACKROCK MSCI ACWI EX USA DIVERSIFIED FACTOR MIX FUND, SOMERSET EMERGING MARKETS DIVIDEND GROWTH FUND ((IR), FIDEICOMISO FAE, BRASIL CAPITAL 70 XP SEGUROS ADVISORY PREVIDENCIA FUNDO DE I, MACQUARIE MULTI-FACTOR FUND, HARTFORD GLOBAL IMPACT FUND, MERCER UCITS COMMON CONTRACTUAL FUND, CAIXA DE PREVID.DOS FUNC.DO BANCO DO BRASIL, ABERDEEN INVESTMENT FUNDS UK ICVC II - ABERDEEN EM, OMNIS PORTFOLIO INVESTMENTS ICVC - OMNIS GLOBAL EM, ALBERTA TEACHER S RETIREMENT FUND BOARD, GENUS EMERGING MARKETS EQUITY COMPONENT, MIDDLETOWN WORKS HOURLY AND SALARIED UNION RETIREE, VARIOPARTNER SICAV - SECTORAL EMERGING MARKETS HEALTH CARE F, CAIXABANK MASTER RENTA VARIABLE EMERGENTE ADVISED, AMERICAN CENTURY ETF TRUST - AVANTIS EMERGING

MARK, GOLDMAN SACHS ETF TRUST - GOLDMAN SACHS EMERGING M, MORGAN STANLEY INVESTMENT FUNDS MULTI-ASSET RISK CONTROL FUN, GOLDMAN SACHS ETF ICAV ACTING SOLELY ON BEHALF OF, MI SOMERSET EMERGING MARKETS DISCOVERY FUND, AMERICAN CENTURY ETF TRUST - AVANTIS EMERGING MARK, VANGUARD F. T. C. INST. TOTAL INTL STOCK M. INDEX TRUST II, NOMURA FUNDS IRELAND PLC - AMERICAN CENTURY EMERGI, DRIEHAUS EMERGING MARKETS FUND, L.P., SCOTIA EMERGING MARKETS EQUITY FUND, KAPITALFORENINGEN EMD INVEST, EMERGING MARKETS IND, MATTHEWS EMERGING MARKETS EQUITY FUND, MORGAN STANLEY INVEST. FUNDS G. BALANCED SUSTAINABLE FUND, LEGAL GENERAL CCF, VANGUARD INVESTMENT SERIES PLC / VANGUARD ESG EMER, STICHTING PENSIOENFONDS PGB, KAPITALFORENINGEN PENSAM INVEST, PSI 3 GLOBALE AKTIER 3, ARERO - DER WELTFONDS -NACHHALTIG, BRASIL CAPITAL SUSTENTABILIDADE MASTER FIA, BRASIL CAPITAL MASTER 30 II FIA, BRASIL CAPITAL MASTER B PREV FUNDO DE INVESTIMENTO EM ACOES, NORDEA EQUITY OPPORTUNITIES FUND, COLUMBIA TRUST EMERGING MARKETS EQUITY FUND, CUSTODY BANK OF JAPAN, LTD. AS TRUSTEE FOR AMONE M, JPMORGAN EMERGING MARKETS EQUITY CORE ETF, MINEWORKERS PENSION SCHEME, VANGUARD FUNDS PLC / VANGUARD ESG GLOBAL ALL CAP U, HSBC BANK PLC AS TRUSTEE OF STATE STREET AUT EMERG, BRITISH COAL STAFF SUPERANNUATION SCHEME, WCM FOCUSED INTERNATIONAL OPPORTUNITIES FUND, ALLIANZ GL INVESTORS GMBH ON BEHALF OF ALLIANZGI-FONDS DSPT, AVIVA INVESTORS, AVIVA LIFE PENSIONS UK LIMITED, BLACKROCK ASSET MANAG IR LT I ITS CAP A M F T BKR I S FD, ISHARES EMERGING MARKETS IMI EQUITY INDEX FUND, BOMBARDIER TRUST (US) MASTER TRUST, COLUMBIA EMERGING MARKETS FUND, EQ ADVISORS TRUST - EQ/GLOBAL EM VOLATILITY PORTFOLIO, FIDELITY INV. T. FID. EMRG. MARKETS FND, FORSTA AP-FONDEN, FRANKLIN TEMPLETON INVESTMENT FUNDS, H.E.S.T. AUSTRALIA LIMITED, JPMORGAN FUNDS LATIN AMERICA EQUITY FUND, JPMORGAN FUNDS, BUREAU OF LABOR FUNDS - LABOR PENSION FUND, MFS INTERNATIONAL NEW DISCOVERY FUND, MORGAN STANLEY INVESTMENT FUNDS EMERGING MK EQUITY FUND, MORGAN STANLEY INVESTMENT FUNDS LATIN AMERICAN EQUITY FUND, NORDEA 1 SICAV - NORDEA 1 EMERGING STARS EQUITY FUND, OFI INVEST, PUBLIC EMPLOYEES RETIREMENT SYSTEM OF OHIO, LGIASUPER TRUSTEE, COLUMBIA VARIABLE PORTFOLIO -EMERGING MARKETS FUND, MOMENTUM INVESTMENT FUNDS SICAV-SIF, SAS TRUSTEE CORPORATION POOLED FUND, SBC MASTER PENSION TRUST, SCHRODER INTL SELECTION F - LATIN AMERICAN, STATE OF WYOMING, STICHTING DEPOSITARY APG EMERGING MARKETS EQUITY POOL, STICHTING PENSIOENFONDS VOOR HUISARTSEN, T ROWE PRICE INT FNDS T. ROWE PRICE L AMER FUN, VANGUARD EMERGING MARKETS SHARES INDEX FUND, VANGUARD TOTAL INTERNATIONAL STOCK INDEX FD, A SE VAN S F, WINDSTREAM MASTER TRUST, KIRON INSTITUCIONAL FIA, KIRON MASTER FIA, ALLURE FIA, KIRON PREVIDENCIA XP FIE FIA, ROYAL FUNDO DE INVESTIMENTOS EM AÇÕES, BC FAMILIA FUNDO DE INVESTIMENTO EM AÇÕES, BRASIL CAPITAL PREVIDENCIARIO ITAU MASTER FIA, NAVI INSTITUCIONAL MASTER FUNDO DE INVESTIMENTO EM ACOES, NAVI LONG BIASED MASTER

FUNDO DE INVESTIMENTO MULTIMERCADO, NAVI LONG SHORT MASTER FUNDO DE INVESTIMENTO MULTIMERCADO, NAVI FENDER MASTER FUNDO DE INVESTIMENTO EM ACOES, NAVI CRUISE MASTER FUNDO DE INVESTIMENTO EM ACOES, ITAU NAVI LONG SHORT PREVIDENCIA FIM, NAVI COMPASS MASTER FUNDO DE INVESTIMENTO EM ACOES, NAVI LONG SHORT XP SEGUROS PREVIDENCIA FIM, NAVI LONG SHORT PREVIDENCIA FIFE FIM CP, NAVI B PREVIDENCIA FUNDO DE INVESTIMENTO EM ACOES MASTER, NAVI B PREVIDENCIA FIFE MASTER FUNDO DE INVESTIMENTO EM ACOE, NEO Navitas Master Fundo de Investimentos em Ações, NEO Future Master Fundo de Investimentos em Ações, FP NEO Total Return Fundo de Investimentos em Ações, NEO NAVITAS B MASTER FUNDO DE INVESTIMENTO EM ACOES, Absoluto Partners Master FIA, Absoluto Partners Institucional Master FIA, Absoluto Partners Institucional 2 Master FIA, AP LS Master FIA.

This is a true copy of the original minutes drawn up in the proper book.
(This is a free English translation of the minutes drawn up in the Company's records.)

Fortaleza, state of Ceará, April 30, 2021

Table:

CANDIDO PINHEIRO KOREN DE LIMA
Chairman

RAFAEL SOBRAL MELO
Secretary

ANNEX I

to the minutes of the annual and extraordinary general meeting of Hapvida Participações e Investimentos S.A., held on April 30, 2021

Company's Policy for Performance Award

HAPVIDA PARTICIPAÇÕES E INVESTIMENTOS S/A., publicly held corporation, registered with CNPJ under number 05.197.443 / 0001-38, headquartered in the city of Fortaleza, State of Ceará, at Av. Heráclito Graça, 406, Bairro Centro, CEP 60140-061 ("Company").

WHEREAS: The Company intends to pay a share premium in the event of extraordinary performance in relation to the work to be performed by its employees ("Participant"), pursuant to article 457, paragraph 4 of the CLT and article 28 of Law Nº 8,212/91, resolves to establish the present Performance Award Policy.

1. OBJECT

1.1 The Company, due to its liberality, will pay the Participant a Premium (as defined in Clause 2.1 below), net of any Taxes, once certain targets are exceeded as follows:

Global Performance Target. According to the achievement of performance indicators calculated annually based on the respective budget plan approved in RCA (Board of Directors' Meeting). Performance indicators will take into account:

- EBITDA (50% weight) - adherence to the 2021/2022/2023 budget
- Growth (50% weight) – adherence to the 2021/2022/2023 budget

Individual Performance Target. Objective targets according to the area of activity of the participants, to be defined by the Company.

1.2 The determination of the results will be monitored annually by the referred indicators and will be presented by the CFO.

1.3 The indicators are independent with a percentage applied from 95% of compliance applied (below 95% = zero in the indicator) limited to 100%.

1.4 The targets will be measured during the years 2021, 2022 and 2023 until the financial settlement of the Prize, being certain that this must occur until March 31, 2024 ("Deadline").

2. THE AWARD

- 2.1** If the targets are met with quality and excellence superior to ordinary standards, the Company will pay the premium on common shares issued by the Company held in treasury, net of any taxes withheld at source ("Award").
- 2.2** In order to assess the quality and excellence of the work performed, the Company will take into account the Participant's individual performance in order to confirm the extraordinary performance, in accordance with the established targets.
- 2.3** The targets will be assessed year by year, but may be recovered over the 3 (three) years, if in any of the years they are not reached by the Participant.
- 2.4** The award will only be paid if the Participant is an employee of the Company or one of its subsidiaries on the Deadline. If, at any time, the Participant:
 - (a) disconnect from the Company or its Subsidiaries, as the case may be, at the Participant's own discretion upon request for resignation or resignation from the position or unilateral or early termination by the Participant of the respective service provision contract, or at the Company's discretion, by Justa Cause, upon dismissal, removal from office or motivated termination of the service provision contract: it will not be entitled to the share premium that will be automatically extinguished, in its own right, regardless of prior notice or notification, and without the right to any indemnity;
 - (b) (i) is dismissed from the Company or its Subsidiaries at will, without Just Cause, upon dismissal, dismissal, unilateral or early termination of the service provision contract by the Company, or (ii) resign from the Company due to retirement agreed with the Company, death or permanent disability: the Company may grant awards in proportion to the permanence, that is, one third for each exercise that it has started working (2021/2022/2023). For example, in case of termination in July 2022, the proportional share premium of 2021 and 2022 may be received by the Participant and will be paid until March 31, 2024.

3. GENERAL PROVISIONS

- 3.1** The Participant will not have any of the rights and privileges of a shareholder of the Company until the Shares are acquired by him under the terms of the law. No Action will be delivered before all legal, regulatory, statutory and contractual requirements have been fully complied with, and the Company reserves the right to change or eliminate, without any burden, any provision of this instrument for purposes of adapting the Company to the applicable legislation.

- 3.2 This policy will not prevent the Company and its Subsidiaries from becoming involved in corporate reorganization/restructuring operations, such as transformation, incorporation, merger, spin-off and any other form of corporate restructuring involving companies or companies controlled or not by the Company (intra and extra-group) ("Restructuring"). The Committee may determine, at its sole discretion, maintaining the same economic rationale, and without prejudice to other measures: the replacement of the shares object of the award, by shares or other securities issued by the successor company of the Company.
- 3.3 In order to maintain the economic benefit of the Participant, if the number of shares that make up the Company's capital is increased or decreased, due to the split, reverse split or bonus of shares, the Committee must make the appropriate adjustments to the number of shares to be delivered at the award, except if the change in the number of shares that make up the Company's capital is due to the issuance of new shares due to capital increases or capital reductions and/or share repurchases, when no adjustments will be made in the number of shares to be delivered. No fractional share will be issued under the agreement or under any of the adjustments provided for in this Clause.

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ANNEX II

to the minutes of the annual and extraordinary general meeting of Hapvida Participações e Investimentos S.A., held on April 30, 2021

Company's Stock Option Program

This Stock Option Plan is governed by the provisions below and applicable law.

1. Definitions.

1.1. The expressions below, when used here with initials in capital letters, will have the meanings assigned to them below, unless expressly provided otherwise:

"Shares" means the shares issued by the Company, traded on B3 under the code HAPV3;

"Association Agreement" means the Association Agreement and Other Covenants entered into between the Company and GNDI, whose object is the Transaction;

"B3" means B3 S.A. - Brasil, Bolsa, Balcão;

"Company" means Hapvida Participações e Investimentos S.A., a publicly-held company, headquartered in the city of Fortaleza, State of Ceará, at Avenida Heráclito Graça, 406, Centro, CEP 60140-061, registered with CNPJ/ME under nº 05.197.443/0001- 38;

"Board of Directors" means the Board of Directors of the Company;

"Option Agreement" means the private instrument for granting stock options entered into between the Company and the Participant, whereby the Company grants Options to the Participant, which shall substantially reflect the same terms and conditions provided for in this Plan;

"Termination" means the termination of the legal relationship of administrator or employee between the Participant and the Company, for any reason, including, without limitation, resignation, removal, replacement or termination of the mandate without reelection to the position of administrator, voluntary resignation or dismissal, with or without cause, retirement, permanent disability and death. For greater

clarity, it is established that any termination of the Participant from the position of manager or employee of the Company followed by the election, investiture and/or hiring of such Participant for another position as manager or employee of GNDI or another company controlled by the Company does not characterize Termination, for the purposes of this Plan;

"GNDI" means Notre Dame Intermédica Participações S.A, a publicly-held company, headquartered in the city of São Paulo, State of São Paulo, at Avenida Paulista, 867, 8th floor, set 82, room A, Bela Vista, CEP 01311-100, registered with CNPJ/ME under nº 19.853.511/0001-84, which will become a wholly-owned subsidiary of the Company immediately after the Transaction;

"Options" means the stock options granted by the Company to the Participants, under the terms of this Plan;

"Transaction" means the business combination transaction between the Company and GNDI, to be carried out through the merger of the shares issued by GNDI by the Company, under the terms of the Merger and Justification Protocol entered into between the management of said companies;

"Participants" means the directors and employees of the Company selected by its Board of Directors, observing the provisions of item 3.1 of this Plan, in favor of which the Company will grant Options, under the terms of this Plan;

"Plan" means the present Stock Option Plan;

"Exercise Price" means the price to be paid by the Participant to the Company in payment for the Shares it acquires as a result of the exercise of its Options, as determined in item 7.1 below.

Plan Objectives

2.1. The purpose of the Plan is to allow Participants to acquire Shares under the terms of this Plan, with a view to: (a) stimulating the integration, expansion, success and achievement of the Company's social objectives; and (b) align the interests of the Company's shareholders with those of the Participants.

Participants

3.1. The Company's Board of Directors will be responsible for selecting the Participants and the number of Options to be granted to each Participant. With the referred sending by any means (physical or electronic) within the referred term, the plan must be implemented in the present terms, to the referred participants.

Plan Administration

4.1. The Plan will be managed by the Board of Directors, it being certain, however, that the Board of Directors must strictly observe the terms of this Plan.

4.2. In exercising its powers, the Board of Directors will be subject to the limits established by law, the regulations of the Securities Commission and the Plan.

Granting of Options

5.1. The Board of Directors must, within 30 (thirty) days from the date of consummation of the Transaction, approve: (a) the election of the Participants and the granting of the Options in their favor, and the said grant must cover the totality of the Shares Subject to the Plan; and (b) the execution of the Option Contracts between the Company and each of the Participants, being certain that the referred Option Contracts must strictly observe the terms of this Plan.

5.2. Each Option will entitle the Participant to acquire 1 (one) Share, subject to the terms and conditions established in this Plan.

Actions Subject to the Plan

6.1. Subject to the adjustments provided for in item 11.2 below, a number of Options will be granted that grant Participants the right to jointly acquire an amount of Shares equivalent to up to 56,933,028 shares representing the Company's total share capital ("Shares Subject to the Plan").

6.2. In order to satisfy the exercise of Options granted under the Plan, the Company may, at the discretion of the Board of Directors, issue new Shares within the limit of the authorized capital or dispose of Shares held in treasury.

6.3. The shareholders will not have preemptive rights in the granting or exercise of Options in accordance with this Plan, as provided for in Article 171, Paragraph 3, of Law 6,404/76.

6.4. The Shares acquired as a result of the exercise of Options under the Plan will retain all the rights pertinent to their type.

6.5. The Shares object of the Options will be entitled to dividends, interest on own capital and other earnings declared by the Company from the settlement date of the exercise of the Options, with the payment of the Exercise Price and the issue or transfer of the Share to the Participant.

6.6. The Options do not assign any of the rights and privileges of the Company's shareholder until the exercise of the Options is settled.

Option Exercise Price

7.1. The Exercise Price of each Option granted under the Plan will be fixed in the amount of R\$ 6.50 (six reais and fifty cents) per Share.

Exercise of Options

8.1. The Options will become exercisable (vested) insofar as the respective Participants remain continuously bound as a manager or employee of the Company, as the case may be, until the vesting periods specified below and hypotheses specified in the items of clause 9, as follows:

(d) 1/3 (one third) of the Options granted may be exercised after August 31, 2022;

(e) 1/3 (one third) of the Options granted may be exercised after 24 (twenty four) months have elapsed from the closing date of the Transaction; and

(f) 1/3 (one third) of the Options granted may be exercised after 36 (thirty-six) months have elapsed from the closing date of the Transaction.

8.1.1. Subject to the provisions of item 9 below, the Options may be exercised, partially or totally, at any time from the date they become exercisable, pursuant to item 8.1 above and 9, subject to the deadline for exercising the Options that will be exercised. 48 (forty-eight) months from the closing date of the Transaction.

8.2. The Participant who wishes to exercise his Option must inform the Company, in writing, of his intention to do so and indicate the number of Options he wishes to exercise.

8.3. No Participant will have any of the rights and privileges of a shareholder of the Company until its Options are duly exercised and the respective Shares acquired or subscribed, under the terms of the Plan. No Shares will be delivered to the holder as a result of exercising the Option unless all legal and regulatory requirements have been fully complied with.

Hypotheses of Termination of the Company and its Effects

9.1. If, at any time:

(e) the Termination of the Company occurs at the Participant's own discretion, resigning from his job or resigning his position as administrator: (i) the Options not yet exercisable in accordance with item 8.1 above, on the date of his Termination, will remain automatically extinguished, with full right, regardless of prior notice or notification, and without the right to any indemnity; and (ii) the Options already exercisable in accordance with item 8.1 above, on the date of their Termination, may be exercised, within 60 (sixty) days from the date of the Termination, after which the options will automatically be extinguished, full right, regardless of prior notice or notification, and without the right to any indemnity, the said term being extended in case of any legal or justified impediment and accepted by the Participant for the referred exercise;

(f) the Participant's Termination occurs at the will of the Company, upon dismissal for just cause or removal from his position of administrator for violating the legal duties of administrator, all Options not yet exercised will automatically be extinguished, in full right, regardless of prior notice or notification, and without the right to any indemnity;

(g) the Participant's Termination occurs at the will of the Company, through dismissal without just cause or removal from his position without violating the legal duties of the administrator: (i) before August 31, 2022, the Participant will have the right to keep in the plan until the possibility of exercising the options after August 31, 2022, an opportunity in which the first 1/3 of the options granted may be exercised, provided that the Participant does not establish bonds of any nature with any competitor of the Company until August 31, 2022, within a period of 60 (sixty) days from August 31, 2022, the said term being extended if there is a legal or justified impediment and accepted by the Participant for the referred exercise, or (ii) from August 31, 2022, but before the 24th (twenty-fourth) month from the closing date of the Transaction, the Participant will retain the right to exercise the Options already exercisable in accordance with item 8.1 above and will lose the right to all Options granted but not yet exercisable, or (iii) as from the 25th (twenty-fifth) month from the closing of the Transaction, the Participant will maintain the right to exercise the Options already exercisable of in accordance with item 8.1 above and the total remaining amount of Options not yet exercisable on the date of Termination, provided that the Participant does not establish bonds of any nature with any competitor of the Company until the end of the plan period, that is, until it is completed the 36th (thirty-sixth) month after the closing of the Transaction. If the Participant complies with the aforementioned obligation to refrain from creating a bond with any competitor of the Company, said Options not exercisable at the time of termination, will become exercisable after 36 (thirty-six) months after the closing date of the Transaction and may be exercised within a period of 60 (sixty) days from the end of the 36th (thirty-sixth) month from the closing date of the Transaction, with said term being extended if there is any legal or justified impediment and accepted by the Participant for the referred exercise, after which they will be automatically extinguished, with full right, regardless of prior notice or notification, and without the right to any indemnity; and

(h) the Participant's Dismissal occurs due to death or permanent disability, the Options already exercisable in accordance with item 8.1 above, on the date of his Dismissal, as well as all other Options granted to the Participant, which will be considered exercisable in advance (vested), may be exercised by the heirs or legal representatives of the Participant within 120 (one hundred and twenty) days from the date of Termination, and that term will be extended if there is a legal or justified impediment and accepted by the Participant / Successor for said exercise, after which they will be automatically extinguished, with full right, regardless of prior notice or notification, and without the right to any indemnity. Once the Options are exercised, the Company must settle the Options exercised in cash within 30 (thirty) days from the exercise, in the gross amount corresponding to the positive difference between the Company's share price at the end of the trading session on the day immediately preceding the exercise date and the exercise price

provided for in Clause 7.1, multiplied by the number of Options exercised. In this case, the Company must make the due withholding taxes on the amount due, applying the rates in force on the payment date.

Plan Term

10.1. The Plan will come into effect on the date of its approval by the Company's General Meeting, but, according to art. 125 of the Civil Code, will remain with its effects suspended until the closing date of the Transaction, observing all the conditions of this plan, remaining in force for an indefinite period, until the full compliance with the terms and conditions set forth in this Plan.

General Provisions

11.1. The granting of Options under the Plan will not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and merger of shares. In such cases, there will be no loss of Participants' rights under the terms of this Plan.

11.2. If the number, type and class of Shares existing on the date of approval of the Plan are changed as a result of stock dividends, splits, reverse splits or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, the Board of Directors shall make the corresponding adjustment in the number, type and class of the Shares object of the Options granted and their respective Exercise Price, in order to maintain the balance of the relations between the parties, avoiding distortions in the application of the Plan, without prejudice to the Participants or to the Company.

11.3. No provision of the Plan will grant any Participant the right to remain as a manager and / or employee of the Company or any company under its control, nor will it interfere in any way with the right of the Company at any time, and subject to conditions legal and contractual terms, terminate the employee's employment contract and/or interrupt the term of office of the administrator.

11.4. Each Participant must expressly adhere to the terms of the Plan, upon execution of the respective Option Agreement.

11.5. The Option Agreement constitutes an onerous business of an exclusively commercial nature and does not create any labor or social security obligation between the Company and the Participants, whether they

are statutory officers or employees. Adherence to each Program is voluntary and implies awareness and acceptance by the Participant of the risk of loss of the amount invested in the purchase or subscription of the Shares, as well as other risks involving investment in the Company's shares.

11.6. The Options granted under the terms of this Plan are personal and non-transferable (except for succession due to death), and the Participant may not, under any circumstances, assign, transfer or in any way transfer the Options, nor the rights and obligations inherent to them, to any third party.

11.7. The Board of Directors may also establish special and punctual treatment for special cases and situations, during the term of the Plan, provided that the rights already granted to the other Participants are not affected, subject to the terms of the Association Agreement. Such particular treatment will not constitute a precedent invocable by other Participants.

11.8. Omitted cases will be regulated by the Board of Directors, consulted, when it deems convenient, the General Meeting. Any Option granted in accordance with the Plan is subject to all the terms and conditions set forth herein, terms and conditions which will prevail in the event of inconsistency regarding the provisions set out in the Option Agreement.

* * * * *

ANNEX III.a

to the minutes of the annual and extraordinary general meeting of Hapvida Participações e Investimentos S.A., held on April 30, 2021

Protocol and Justification for the Merger of Vida Saúde Shares by Ultra Som, and Ultra Som Shares by the Company (only in Portuguese)

PROTOCOLO E JUSTIFICAÇÃO DE INCORPORAÇÃO DAS AÇÕES DE EMISSÃO DA VIDA SAÚDE GESTÃO S.A. PELA ULTRA SOM SERVIÇOS MÉDICOS S.A., SEGUIDA DA INCORPORAÇÃO DE AÇÕES DA ULTRA SOM SERVIÇOS MÉDICOS S.A. PELA HAPVIDA PARTICIPAÇÕES E INVESTIMENTOS S.A.

Os administradores das sociedades abaixo qualificadas, assim como as respectivas sociedades abaixo qualificadas:

HAPVIDA PARTICIPAÇÕES E INVESTIMENTOS S.A., sociedade por ações, inscrita no CNPJ sob o nº 05.197.443/0001-38, com sede no município de Fortaleza, Estado do Ceará, à Av. Heráclito Graça, 406, Centro, CEP 60140-060 ("Hapvida");

ULTRA SOM SERVIÇOS MÉDICOS S.A., sociedade por ações, inscrita no CNPJ sob o nº 12.361.267/0001-93, com sede no município de Fortaleza, Estado do Ceará, à Av. Aguanambi, 1827, Bairro de Fátima, CEP 60055-401 ("Ultra Som"); e

VIDA SAUDE GESTÃO LTDA., sociedade empresária, com sede na alameda Oscar Niemeyer, n. 891, sala 502, Vila da Serra, Nova Lima/MG, CEP 30.180-910, inscrita perante o CNPJ/MF sob o nº 34.345.118/0001-73 ("Vida Saúde" e, em conjunto com Hapvida e Ultra Som, as "Partes" ou "Companhias"),

Resolvem firmar, pelos motivos e visando aos fins adiante detalhados na forma dos artigos 224 e 225 da Lei nº 6404/1976 ("Lei das S.A."), o presente protocolo e justificação ("Protocolo e Justificação") que tem por objeto (i) a incorporação das ações de emissão da Vida Saúde pela Ultra Som; e (ii) a subsequente incorporação de ações da Ultra Som pela Hapvida, as quais serão submetidas à aprovação de seus respectivos acionistas, em assembleias gerais extraordinárias, de acordo com os seguintes termos e condições:

1. DA OPERAÇÃO

- 1.1. Será submetida à aprovação dos acionistas das Companhias uma reorganização societária envolvendo a incorporação de ações da Vida Saúde pela Ultra Som, seguida da incorporação de ações da Ultra Som pela Hapvida ("Reorganização Societária"). Como resultado, a Ultra Som ficará com a titularidade da totalidade das ações de emissão da Vida Saúde; a Hapvida ficará com a titularidade da totalidade das ações de emissão da Ultra Som; e os acionistas da Vida Saúde (na presente data) receberão 41.640.220 (quarenta e um milhões, seiscentas e quarenta mil, duzentas e vinte) ações ordinárias de emissão da Hapvida.
- 1.2. A Vida Saúde é uma holding detentora, direta ou indiretamente, de 100% da participação societária da Promed Assistência Médica Ltda., Promed Brasil Assistência Médica Ltda., Saúde – Sistema Assistencial Unificado de Empresas Ltda., Centro Médico Progroup Ltda., Med Clínicas Serviços Médicos Ltda., Hospital Progroup Ltda, HVC Participações e Administração S.A. e Hospital Vera Cruz S.A. ("Grupo Promed").

1.3. A Reorganização Societária ocorrerá no contexto de uma operação para a aquisição da totalidade das ações da Vida Saúde pela Ultra Som ("Operação"). A Operação compreende as seguintes etapas, que são vinculadas e dependentes entre si, e cuja consumação deverá ocorrer na mesma data, de forma coordenada:

1.3.1. observado o disposto na Cláusula 4.6 abaixo, aquisição, pela Ultra Som, de 375.000.000 (trezentas e setenta e cinco milhões de ações) ações de emissão da Vida Saúde, mediante o pagamento em dinheiro aos acionistas da Vida Saúde ("Acionistas Vida Saúde"), na forma descrita no respectivo Contrato de Compra e Venda de Ações e Outras Avenças celebrado em 04 de setembro de 2020 ("Contrato" e "Compra e Venda");

1.3.2. ato imediatamente subsequente e vinculado à Compra e Venda, incorporação de ações de emissão da Vida Saúde pela Ultra Som, por seu valor econômico, resultando na emissão de novas ações ordinárias pela Ultra Som a serem atribuídas aos Acionistas Vida Saúde, conforme disposto no Capítulo 4 abaixo ("Incorporação de Ações Vida Saúde"). Tais novas ações ordinárias conferirão aos seus titulares os mesmos direitos conferidos pelas demais ações ordinárias de emissão da Ultra Som. Após consumada a Incorporação de Ações Vida Saúde, a Vida Saúde preservará personalidade jurídica e patrimônio próprios, inexistindo sucessão legal; e

1.3.3. ato imediatamente subsequente e vinculado à Incorporação de Ações Vida Saúde, incorporação de ações da Ultra Som pela Hapvida, por seu valor econômico, resultando na emissão de novas ações ordinárias pela Hapvida a serem atribuídas aos Acionistas Vida Saúde, de ações ordinárias de emissão da Hapvida, conforme disposto nas Cláusulas 6.1.3 e 6.1.4 abaixo ("Incorporação de Ações Ultra Som"). Tais novas ações ordinárias conferirão aos seus titulares os mesmos direitos conferidos pelas demais ações ordinárias de emissão da Hapvida (observado o disposto na Cláusula 4.4 abaixo). Após consumada a Incorporação de Ações Ultra Som, a Ultra Som preservará personalidade jurídica e patrimônio próprios, inexistindo sucessão legal.

1.4. Todas as etapas descritas na Cláusula 1.3 acima fazem parte de um único negócio jurídico, sendo vinculados e interdependentes entre si. A eficácia de cada uma das etapas da Operação está condicionada à implementação de todas as etapas. Isto posto, as Partes reconhecem e concordam que a Operação não poderá ser parcialmente implementada.

1.5. A Operação tem por objetivo reforçar a atuação da Hapvida e de seu grupo econômico na região Sudeste do Brasil, por meio da detenção de ativos de primeira linha, ampliando a capacidade de atendimento de seus beneficiários e clientes. Com a conclusão da Operação, a Hapvida dará continuidade aos planos de expansão apresentados à época de sua oferta pública inicial, tornando-se uma operadora de abrangência nacional.

- 1.6. Após a consumação da Operação aqui descrita (i) no contexto da Incorporação de Ações Vida Saúde, serão primeiramente emitidas novas ações da Ultra Som, a serem atribuídas aos Acionistas da Vida Saúde, e, em seguida, no contexto da Incorporação de Ações Ultra Som, serão emitidas novas ações da Hapvida a serem atribuídas aos Acionistas da Vida Saúde; (ii) as Companhias continuarão a se dedicar às suas atividades; (iii) a Vida saúde se tornará uma subsidiária integral da Ultra Som; e (iv) a Ultra Som se tornará uma subsidiária integral da Hapvida.

2. MOTIVOS E JUSTIFICAÇÃO DAS INCORPORAÇÕES DE AÇÕES

- 2.1. A Incorporação de Ações Vida Saúde e a Incorporação de Ações Ultra Som representam parte da estrutura negociada e acordada entre a Hapvida, a Ultra Som e os Acionistas Vida Saúde para a implementação da Compra e Venda.
- 2.2. As administrações das Partes acreditam que a combinação de ativos, talentos e competências a partir da Reorganização Societária fortalecerá a atuação de todas as Partes, permitindo o melhor aproveitamento de sinergias e resultando em benefícios econômicos para as Partes e seus acionistas.

3. CONDIÇÕES SUSPENSIVAS À CONSUMAÇÃO DA OPERAÇÃO

- 3.1. A consumação da Operação está sujeita, nos termos do artigo 125 do Código Civil, ao cumprimento das seguintes condições suspensivas, entre outras previstas no Contrato:
- 3.1.1. Aprovação da Operação pela Agência Nacional de Saúde Suplementar (“ANS”);
- 3.1.2. Aprovação da Operação pelo Conselho Administrativo de Defesa Econômica (“CADE”);
- 3.1.3. Inocorrência de qualquer evento, circunstância ou ocorrência ou uma série de eventos correlatos, circunstâncias, ocorrências que, individualmente ou em conjunto com outros fatores, resulte em: (a) uma redução líquida na carteira de beneficiários do Grupo Promed superior a 40.500 (quarenta mil e quinhentas) vidas; ou (b) resulte na perda, revogação, suspensão, restrição ou não renovação de quaisquer das licenças das empresas do Grupo Promed.
- 3.2. A Hapvida submeteu a Operação à ANS e ao CADE, cujos processos de aprovação estão sendo conduzidos pela Hapvida e acompanhadas pelo Grupo Promed, por meio de assessores legais contratados para tanto.

4. DAS RELAÇÕES DE TROCA

- 4.1. As relações de troca da Incorporação de Ações Vida Saúde e da Incorporação de Ações Ultra Som foram livremente negociadas pelas Partes e são consideradas justas e

equitativas aos seus acionistas, nos termos e condições deste Protocolo e Justificação e do Contrato, implicando a atribuição de ações da Ultra Som e da Hapvida aos Acionistas Vida Saúde, conforme a seguir descrito.

- 4.2. Como resultado da Incorporação de 375.000.000 (trezentas e setenta e cinco milhões) Ações Vida Saúde, os Acionistas Vida Saúde receberão 0,41389 ações ordinárias da Ultra Som para cada ação de emissão da Vida Saúde detidas pelos Acionistas Vida Saúde após a Compra e Venda, totalizando 155.208.847 (cento e cinquenta e cinco milhões, duzentas e oito mil, oitocentas e quarenta e sete) ações ordinárias da Ultra Som.
- 4.3. Em seguida, como resultado da Incorporação de Ações Ultra Som, os Acionistas Vida Saúde receberão 0,26829 ações ordinárias da Hapvida para cada ação de emissão da Ultra Som recebida pelos Acionistas Vida Saúde em decorrência da Incorporação de Ações Vida Saúde, totalizando 41.640.220 (quarenta e um milhões, seiscentas e quarenta mil, duzentas e vinte) ações ordinárias da Hapvida.
- 4.4. As novas ações ordinárias da Hapvida recebidas pelos Acionistas Vida Saúde em decorrência da Incorporação de Ações Ultra Som terão os mesmos direitos e vantagens atribuídos às demais ações ordinárias de emissão da Hapvida ora existentes.
- 4.5. 18.730.880 (dezoito milhões, setecentos e trinta mil, oitocentas e oitenta) ações ordinárias da Hapvida recebidas pelos Acionistas Vida Saúde em decorrência da Incorporação de Ações Ultra Som serão vinculadas a instrumento de garantia real à Operação na forma de penhor de ações.
- 4.6. Tanto o número de ações descrito na Cláusula 1.3.1, bem como a relação de troca descrita na Cláusula 4.2 acima, foram determinados assumindo que o capital social da Vida Saúde é dividido em 750.000.000 (setecentas e cinquenta milhões) ações ordinárias, nominativas e sem valor nominal. Nesse sentido, caso, na data da conclusão da Transação, o número total de ações emitidas pela Vida Saúde seja maior ou menor do que 750.000.000 (setecentas e cinquenta milhões), o número de ações descrito na Cláusula 1.3.1 e a relação de troca descrita na Cláusula 4.2 acima deverão ser proporcionalmente ajustados.

5. DA DATA BASE E DA AVALIAÇÃO

- 5.1. A data base da operação será o dia 30 de junho de 2020 ("Data Base").
- 5.2. A administração da Hapvida contratou a **Apsis Consultoria Empresarial Ltda.**, com sede na Rua do Passeio, nº 62, 6º andar, Centro, na Cidade do Rio de Janeiro, Estado do Rio de Janeiro, inscrita no CNPJ sob o nº 27.281.922/0001-70 ("Apsis") para proceder à avaliação e determinar (a) o valor econômico (i) da Vida Saúde; (ii) da Ultra Som; (iii) da Ultra Som, já considerando os efeitos da Incorporação de Ações Vida Saúde; e (iv) da Hapvida; e (b) as respectivas relação de troca na Incorporação de Ações Vida Saúde e na Incorporação de Ações Ultra Som ("Laudos de Avaliação"). Os Laudos de Avaliação

foram preparados com base nas demonstrações financeiras das Partes referente à Data Base e constituem o Anexo 5.2 do presente Protocolo e Justificação.

5.2.1. A indicação da Apsis será submetida à ratificação pelas assembleias gerais da Vida Saúde, da Ultra Som e da Hapvida que deliberarem acerca da Operação. A Apsis (i) declarou não ter qualquer conflito ou interesse comum, atual ou potencial, com os acionistas da Hapvida, da Ultra Som ou da Vida Saúde; e (ii) foi contratada em razão de sua ampla experiência em na condução de procedimentos de avaliação de sociedades e na elaboração de laudos de avaliação e de relação de troca.

5.2.2. Os custos relacionados à contratação da Apsis para a preparação dos Laudos de Avaliação serão arcados pela Hapvida.

5.3. A Incorporação de Ações Vida Saúde resultará em aumento do patrimônio líquido da Ultra Som, o qual será destinado ao seu capital social, que será aumentado em R\$ 501.813.224,99 (quinhentos e um milhões, oitocentos e treze mil, duzentos e vinte e quatro reais e noventa e nove centavos) em atenção ao art. 8º, § 4º da Lei das S.A., passando o caput do artigo 7º do estatuto social da Ultra Som a vigorar com a seguinte nova redação:

“Artigo 7º - O capital social da Companhia, totalmente subscrito e integralizado, em moeda corrente nacional é de R\$ 6.406.363.489,99 (seis bilhões, quatrocentos e seis milhões, trezentos e sessenta e três mil, quatrocentos e oitenta e nove reais e noventa e nove centavos) dividido em 6.059.759.112 (seis bilhões, cinquenta e nove milhões, setecentos e cinquenta e nove mil, cento e doze) ações ordinárias nominativas, sem valor nominal.”

5.4. A Incorporação de Ações Ultra Som resultará em aumento do patrimônio líquido da Hapvida, o qual será destinado ao seu capital social, que será aumentado em R\$ 501.813.224,99 (quinhentos e um milhões, oitocentos e treze mil, duzentos e vinte e quatro reais e noventa e nove centavos), em atenção ao art. 8º, § 4º da Lei das S.A., passando o caput do artigo 6º do estatuto social da Hapvida a vigorar com a seguinte nova redação:

“Artigo 6º - O capital social da Companhia, totalmente subscrito e integralizado (em moeda corrente nacional) é de R\$ 6.327.334.681,49 (seis bilhões, trezentos e vinte e sete milhões, seiscentos e oitenta e um mil reais e quarenta e nove centavos), dividido em 3.756.569.750 (três bilhões, setecentas e cinquenta e seis milhões, quinhentas e sessenta e nove mil, setecentas e cinquenta) ações ordinárias, todas escriturais e sem valor nominal.”

6. DAS APROVAÇÕES SOCIETÁRIAS

6.1. A conclusão da Reorganização Societária e da Operação, mediante a Incorporação de Ações Vida Saúde e Incorporação de Ações Ultra Som, dependerá da realização dos

seguintes atos, todos vinculados e dependentes entre si, e cuja consumação deverá ocorrer na mesma data, de forma coordenada:

6.1.1. Assembleia Geral Extraordinária de acionistas da Vida Saúde para aprovar (i) os termos e condições deste Protocolo e Justificação; (ii) a ratificação da escolha da Apsis para elaboração dos laudos de avaliação da Vida Saúde e da Ultra Som; (iii) os laudos de avaliação da Vida Saúde e da Ultra Som; (iv) a incorporação de ações da Vida Saúde pela Ultra Som, nos termos deste Protocolo e Justificação; e (v) a autorização para que os administradores da Vida Saúde pratiquem os atos necessários à conclusão da Incorporação de Ações Vida Saúde, incluindo a subscrição de ações de emissão da Ultra Som pelos Acionistas Vida Saúde;

6.1.2. Assembleia Geral Extraordinária de acionistas da Ultra Som para aprovar (i) os termos e condições deste Protocolo e Justificação; (ii) a ratificação da escolha da Apsis para elaboração dos laudos de avaliação da Vida Saúde e da Ultra Som; (iii) os laudos de avaliação da Vida Saúde e da Ultra Som; (iv) a Incorporação de Ações Vida Saúde, nos termos deste Protocolo e Justificação, nos termos deste Protocolo e Justificação; (v) o aumento do capital social da Ultra Som, a ser subscrito e integralizado pelos administradores da Vida Saúde, nos termos deste Protocolo e Justificação; e (vi) a autorização para que os administradores da Ultra Som pratiquem os atos necessários à conclusão da Incorporação de Ações Vida Saúde;

6.1.3. Assembleia Geral Extraordinária de acionistas da Ultra Som para aprovar (i) os termos e condições deste Protocolo e Justificação; (ii) a ratificação da escolha da Apsis para elaboração dos laudos de avaliação da Ultra Som e da Hapvida; (iii) os laudos de avaliação da Ultra Som e da Hapvida; (iv) a incorporação de ações da Ultra Som pela Hapvida, nos termos deste Protocolo e Justificação; e (v) a autorização para que os administradores da Ultra Som pratiquem os atos necessários à conclusão da Incorporação de Ações Ultra Som, incluindo a subscrição de ações de emissão da Hapvida pelos Acionistas Vida Saúde; e

6.1.4. Assembleia Geral Extraordinária de acionistas da Hapvida para aprovar (i) os termos e condições deste Protocolo e Justificação; (ii) a ratificação da escolha da Apsis para elaboração dos laudos de avaliação da Ultra Som e da Hapvida; (iii) os laudos de avaliação da Ultra Som e da Hapvida; (iv) a incorporação de ações da Ultra Som pela Hapvida, nos termos deste Protocolo e Justificação; (v) o aumento do capital social da Hapvida, a ser subscrito e integralizado pelos administradores da Ultra Som (em nome dos Acionistas Vida Saúde), nos termos deste Protocolo e Justificação; e (v) a autorização para que os administradores da Hapvida pratiquem os atos necessários à conclusão da Incorporação de Ações Ultra Som.

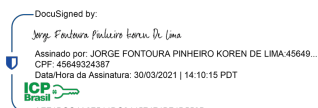

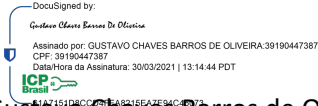
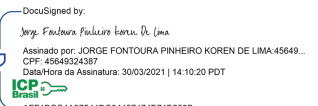

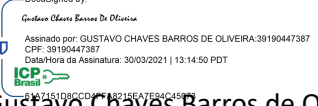

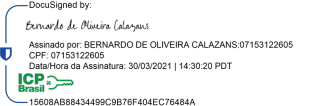
6.2. As administrações das Companhias convocarão as assembleias gerais acima descritas e enviarão esforços para que todas sejam realizadas no menor prazo possível.



7. OUTRAS AVENÇAS E CONDIÇÕES GERAIS

- 7.1. Até a data da conclusão da Operação, o Grupo Promed, a Ultra Som e a Hapvida manterão os seus negócios de acordo com seu curso regular, de forma consistente com práticas passadas.
- 7.2. Observados os termos e condições do presente Protocolo e Justificação, as Companhias obrigam-se a praticar, ou a fazer com que sejam praticados, todos os atos, bem como se obrigam a tomar, ou a fazer com que sejam tomadas, todas as providências, conforme seja necessário nos termos das Leis aplicáveis, para consumir a Operação. As Companhias comprometem-se a celebrar e entregar todos os documentos, certificados, contratos e demais instrumentos, bem como a praticar os demais atos que se façam necessários ou convenientes a fim de consumir ou concluir com agilidade a Operação.
- 7.3. Cada Cláusula, subcláusula e alínea deste Protocolo e Justificação constitui um comprometimento, compromisso ou disposição deste instrumento. No caso de qualquer disposição deste Contrato ser conclusivamente estabelecida como sendo ilegal, tal disposição será considerada independente deste Contrato, mas todas as outras disposições deste Contrato permanecerão em pleno vigor e eficácia.
- 7.4. Nenhum aditamento ou modificação a este Protocolo e Justificação será válido a menos que efetuado por escrito e assinado pelas partes deste instrumento, referindo-se especificamente a este Protocolo e Justificação e declarando a intenção das partes em modificar ou alterar o mesmo. Qualquer renúncia a qualquer termo ou condição deste Protocolo e Justificação deve ser realizado por documento escrito assinado pela Parte que buscou arcar com tal renúncia, referindo-se especificamente ao termo ou condição a que se renuncia, e nenhuma renúncia será considerada de modo a constituir uma renúncia a qualquer outro descumprimento do mesmo ou de qualquer outro termo ou condição deste Protocolo e Justificação.
- 7.5. Este Protocolo e Justificação, bem como seus Anexos, poderão ser assinados eletronicamente por meio da plataforma “Greendocs” ou outra plataforma escolhida em comum acordo entre as Companhias, pelo que as Companhias expressamente declaram, de maneira inequívoca, que tal modalidade de assinatura é juridicamente válida, exequível e suficiente para vincular as Companhias a todos os termos e condições aqui previstos, desde que firmadas pelos representantes legais das Partes. Além disso, as Companhias reconhecem que os documentos em formato eletrônico são plenamente válidos (como se em formato físico estivessem) e declaram que são de fato os assinantes deste Protocolo e Justificação, nos termos do art. 10, §2º da Medida Provisória 2.200-2, de 24 de agosto de 2001 e do artigo 6º do Decreto nº 10.278/2020. As Companhias renunciam à possibilidade de exigir a troca, envio ou entrega das vias originais (não-eletrônicas) assinadas deste Protocolo e Justificação e de seus Anexos, bem como renunciam ao direito de recusar ou contestar a validade das assinaturas eletrônicas, na medida máxima permitida pela legislação aplicável. Ainda que alguma

das Companhias venha a assinar digitalmente este Protocolo e Justificação em local diverso, o local de celebração deste Contrato é, para todos os fins, a Cidade de Fortaleza, Estado do Ceará, conforme abaixo indicado. Ademais, será considerada a data de assinatura deste Protocolo e Justificação, para todos os fins e efeitos, a data em que a última das assinaturas digitais for realizada, não obstante a data de assinatura indicada abaixo.

Fortaleza, 30 de março de 2021.

SIGNATÁRIO	REPRESENTANTE	CPF
HAPVIDA PARTICIPAÇÕES E INVESTIMENTOS S.A.	 <p>Assinado por: JORGE FONTOURA PINHEIRO KOREN DE LIMA-45649... CPF: 456493243-87 Data/Hora da Assinatura: 30/03/2021 14:10:15 PDT</p> <p>Jorge Fontoura Pinheiro Koren de Lima</p>	456.493.243-87
	 <p>Assinado por: CANDIDO PINHEIRO KOREN DE LIMA JUNIOR-36899... CPF: 36899941368 Data/Hora da Assinatura: 30/03/2021 13:49:45 PDT</p> <p>Candido Pinheiro Koren de Lima Júnior</p>	368.999.413-68
	 <p>Assinado por: GUSTAVO CHAVES BARROS DE OLIVEIRA-39190447387 CPF: 39190447387 Data/Hora da Assinatura: 30/03/2021 13:14:44 PDT</p> <p>Gustavo Chaves Barros de Oliveira</p>	391.904.473-87
ULTRA SOM SERVIÇOS MÉDICOS S.A.	 <p>Assinado por: JORGE FONTOURA PINHEIRO KOREN DE LIMA-45649... CPF: 456493243-87 Data/Hora da Assinatura: 30/03/2021 14:10:20 PDT</p> <p>Jorge Fontoura Pinheiro Koren de Lima</p>	456.493.243-87
	 <p>Assinado por: CANDIDO PINHEIRO KOREN DE LIMA JUNIOR-36899... CPF: 36899941368 Data/Hora da Assinatura: 30/03/2021 13:49:56 PDT</p> <p>Candido Pinheiro Koren de Lima Júnior</p>	368.999.413-68
	 <p>Assinado por: GUSTAVO CHAVES BARROS DE OLIVEIRA-39190447387 CPF: 39190447387 Data/Hora da Assinatura: 30/03/2021 13:14:50 PDT</p> <p>Gustavo Chaves Barros de Oliveira</p>	391.904.473-87
VIDA SAÚDE GESTÃO S.A.	 <p>Assinado por: CELSO JOSE CARDOSO DILASCIO-64119947653 CPF: 64119947653 Data/Hora da Assinatura: 30/03/2021 14:48:59 PDT</p> <p>Celso José Cardoso Dilascio</p>	641.199.476-53
	 <p>Assinado por: BERNARDO DE OLIVEIRA CALAZANS-07153122605 CPF: 07153122605 Data/Hora da Assinatura: 30/03/2021 14:30:20 PDT</p> <p>Bernardo de Oliveira Calazans</p>	071.531.226-05

<p>Testemunhas</p>	<div data-bbox="612 232 868 347"> <p>DocuSigned by:</p> <p>Rafael Chaves Portela</p> <p>Signed By: RAFAEL CHAVES PORTELA:02505468338</p> <p>CPF: 02505468338</p> <p>Signing Time: 30/03/2021 11:04:50 PDT</p> <p> 150814803BDD4029A17952D6BC443683</p> </div> <p data-bbox="595 358 857 383">Rafael Chaves Portela</p>	<p data-bbox="1153 277 1340 300">025.054.683-38</p>
	<div data-bbox="612 450 857 557"> <p>DocuSigned by:</p> <p>Rafael Sobral Melo</p> <p>Assinado por: RAFAEL SOBRAL MELO:94942412315</p> <p>CPF: 94942412315</p> <p>Data/Hora da Assinatura: 30/03/2021 11:51:23 PDT</p> <p> 8BE3C3D7D26447378D51ABC606621A08</p> </div> <p data-bbox="595 566 823 593">Rafael Sobral Melo</p>	<p data-bbox="1153 483 1340 504">949.424.123-15</p>

ANNEX III.b

to the minutes of the annual and extraordinary general meeting of Hapvida Participações e Investimentos S.A., held on April 30, 2021

Appraisal Report (only in Portuguese)

ANNEX IV

to the minutes of the annual and extraordinary general meeting of Hapvida Participações e Investimentos S.A., held on April 30, 2021

BYLAWS OF HAPVIDA PARTICIPAÇÕES E INVESTIMENTOS S.A.

CHAPTER I CORPORATE NAME, HEADQUARTERS, PURPOSE AND DURATION

Article 1 - Hapvida Participações e Investimentos S.A. ("Company") is a corporation, with registration as a publicly-held company before the Brazilian Securities and Exchange Commission ("CVM"), which will be governed by Law 6,404, of December 15, 1976, ("Brazilian Corporate Law"), by the Regulations of the Novo Mercado of B3 SA - Brasil, Bolsa, Balcão, effective as of January 2, 2018 ("Novo Mercado Regulation" and "B3", respectively), by these bylaws and by the other rules and legal provisions that it applicable.

Article 2 - The Company`s headquarters and venue will be located in the State of Ceará, city of Fortaleza, at Avenida Heráclito Graça, n 406, Centro, Zip Code 60.140-060, and may, by decision of its management, install or extinguish, open, alter and close branches, offices or other establishments, anywhere in the country or abroad.

Article 3 - The Company`s purpose will have the participation, as partner or shareholder, in other companies, predominantly in medical assistance, as well as the realization of direct investments and the exploration of planning and administration services in the health area. The Company`s purpose will also have the following activities:

- (i) Hospital care activities, except emergency room and emergency care units;
- (ii) Emergency care activities and hospital units for emergency care;
- (iii) Patient removal services, except mobile emergency care services;

- (iv) Outpatient medical activity with resources to perform surgical procedures;
- (v) Outpatient medical activity with resources to carry out additional tests;
- (vi) Outpatient medical activity restricted to consultations;
- (vii) Dental activity;
- (viii) Human vaccination and immunization services;
- (ix) Pathological and cytological anatomy laboratories;
- (x) Clinical laboratories;
- (xi) Dialysis and nephrology services;
- (xii) Tomography services;
- (xiii) Diagnostic imaging services using ionizing radiation, except tomography;
- (xiv) Magnetic resonance services;
- (xv) Diagnostic imaging services without the use of ionizing radiation, except for magnetic resonance imaging;
- (xvi) Diagnostic services by graphic record - ECG, EEG and other similar exams;
- (xvii) Diagnostic services by optical methods - endoscopy and other similar exams;
- (xviii) Chemotherapy services;
- (xix) Hemotherapy services;
- (xx) Lithotripsy services

- (xxi) Activity of complementary diagnostic and therapeutic services not previously specified;
- (xxii) Nursing activities;
- (xxiii) Activities of nutrition professionals;
- (xxiv) Physiotherapy activities;
- (xxv) Speech therapy activities;
- (xxvi) Health management support activities;
- (xxvii) Activities of professionals in psychology and psychoanalysis;
- (xxviii) Occupational therapy activities;
- (xxix) Activities of integrative and complementary practices in human health;
- (xxx) Psychosocial and health care activities for people with mental disorders, mentally disabled and drug addiction and similar groups not previously specified;
- (xxxi) Activities to provide support infrastructure and assistance to patients at home;
- (xxxii) Acupuncture activities;
- (xxxiii) Other human health care activities not previously specified;
- (xxxiv) Goods deposit services for third parties, except general stores and furniture storage;
- (xxxv) Laundries;
- (xxxvi) Towel racks;

- (xxxvii) Cleaning activity not previously specified;
- (xxxviii) Combined office and administrative support services; and
- (xxxix) Outpatient care and occupational medicine activities.

Article 4 – The admission of the Company on Novo Mercado special listing segment of the B3 S.A. ("Novo Mercado"), subjects the Company, its shareholders, including controlling shareholders, its managers and members of the Fiscal Council, if installed, to the regulation of the Novo Mercado.

Article 5 - The Company shall have an undetermined duration.

CHAPTER II

CAPITAL STOCK, SHARES AND SHAREHOLDERS

Article 6 - The Company's capital stock, fully subscribed and paid in (in national currency) is R\$ 8,352,334,681.49 (eight billion, three hundred and fifty-two million, three hundred and thirty-four thousand, six hundred and eighty-one reais and forty-nine cents), divided into 3,891,569,750 (three billion, eight hundred and ninety-one million, five hundred and sixty-nine thousand, seven hundred and fifty) common shares, all book-entry and no par value.

Paragraph 1 - Each common share will grant one vote at the Company's General Meetings.

Paragraph 2 - All shares issued by the Company are book-entry, and are held in a deposit account, on behalf of their holders, at financial institutions authorized by the CVM, as designated by the board of directors, with whom the Company maintains a custody agreement in force, without issuance of certificates.

Paragraph 3 - The cost of the service for transfer of ownership of the book-entry shares may be charged directly from the shareholder by the depository institution authorized by CVM.

Paragraph 4 - The issuance of preferred shares and beneficiary parties by the Company is prohibited.

Paragraph 5 - Shareholders shall have preemptive rights, in proportion to their respective holdings, in the subscription of shares, debentures convertible into shares or subscription bonus issued by the Company, subject to the term set by the General Meeting, not less than 30 (thirty) days, except the exceptions provided for by law and in these bylaws.

Article 7 - The Company is authorized, by resolution of the board of directors, to increase its share capital, regardless of statutory reform, up to 530,207,520 (five hundred and thirty million, two hundred and seven thousand, five hundred and twenty) new common shares.

Paragraph 1 - Up to the limit of authorized capital, shares or subscription bonuses may be issued by resolution of the board of directors, regardless of statutory reform. In the issue of shares or subscription bonuses destined for public or private subscription, the Company will communicate to the shareholders the decision of the board of directors to increase the capital stock, informing all the characteristics and conditions of the issue and the term for the exercise of the preemptive right. , which may be excluded or reduced, in increases by public subscription, but may not be less than 30 (thirty) days, in increases by private subscription.

Paragraph 2 - It will be incumbent upon the board of directors to set the price and number of shares to be subscribed, as well as the term and conditions for subscription and payment, except for the payment in assets, which will depend on the approval of the general meeting, pursuant to the Law.

Paragraph 3 - The shareholder who does not pay in the subscribed shares, in the form of the subscription bulletin or call, will be constituted, in full, in arrears, and must pay the Company interest of 1% (one percent) per month or fraction, counted from the 1 day of non-compliance with the obligation, plus a fine equivalent to 10% (ten percent) of the overdue amount and not paid.

Paragraph 4 - By resolution of the board of directors, the Company may acquire shares of its own issue for the purpose of cancellation or stay in treasury, determine their resale or replacement in the market, observing the rules issued by CVM and other applicable legal provisions.

Paragraph 5 - Within the limit of authorized capital, the Company may grant stock options to its managers and employees, or to individuals that provide services to the Company or to companies controlled by the Company, without preemptive rights for shareholders, based on plans approved by the general meeting.

Article 8 - The Company may issue debentures, convertible or not into shares, which will grant their holders the right to credit against it, under the conditions approved by the board of directors, and in the case of issuance of debentures convertible into common shares of the Company, the board of directors is obliged to observe the limit of authorized capital provided for in Article 7 of these bylaws.

CHAPTER III GENERAL MEETING

Article 9 - The General Meeting, with the competence provided for by law, will ordinarily meet - within the first four months following the end of the fiscal year - to resolve on the matters provided for in Article 132 of the Brazilian Corporation Law, and, extraordinarily, whenever the Company's corporate interests so require, with due regard for legal and statutory provisions, simultaneous ordinary and extraordinary general meetings are permitted.

Article 10 - The general, ordinary and extraordinary meetings will be installed and chaired by the chairman of the board of directors or, in his absence, by his substitute or by shareholders appointed from among those present at the meeting, by majority vote of the shareholders, with each common share being entitled to one vote to define the presiding officer, who, when elected, will appoint his secretary.

Article 11 - The general meetings will be called by the board of directors, subject to the provisions of the Brazilian Corporation Law, without prejudice to the call made in accordance with the applicable legislation.

Paragraph 1 - The first call must be made 15 (fifteen) days in advance of the date scheduled for holding the general meeting, counting the deadline for the publication of the first announcement, indicating the date, time, place and agenda. If the general meeting is not held on the first call, a new announcement will be published on the second call, at least 8 (eight) days in advance.

Paragraph 2 - Notwithstanding the formalities provided for herein, relating to the call, the general meeting attended by the shareholders representing the total share capital of the Company will be considered regular.

Paragraph 3 - The shareholders must present, in addition to the identity document, proof of their status as a shareholder issued by the depositary institution.

Paragraph 4 - Shareholders may be represented at general meetings by an attorney-in-fact, established pursuant to Article 126 of the Brazilian Corporation Law.

Article 12 - The Company may suspend, within the term established in the call notice and within the limits of the law, the services of transfer, conversion, reverse split and split of shares.

Article 13 - The deliberations of the general meeting will take place by an absolute majority of votes, not counting the blank votes. In addition to the duties provided for by law and in these bylaws, the general meeting of the Company will be responsible, subject to the qualified quorums for deliberation provided for in the applicable legislation:

- a) amendment to the bylaws;
- b) capital increase outside the authorized capital limit;
- c) reduction of share capital;
- d) authorization for reverse stock split and acquisition, redemption, repurchase or amortization of the issued shares;
- e) issuance of subscription bonuses or convertible debentures;
- f) transformation, merger, spin-off, merger of companies and merger of shares;
- g) approval of stock option plans or subscription of shares;
- h) modification of the dividend policy;

- i) dissolution and liquidation, appointment or dismissal of liquidators and termination of the liquidation status;
- j) authorization for filing for bankruptcy, judicial or extrajudicial recovery;
- k) approval of the financial statements;
- l) granting of guarantees in favor of third parties, without any relation to the corporate purposes and outside the Company's normal business course;
- m) assumption of any debt that raises net indebtedness in an amount equivalent to the Company's shareholders' equity, as determined quarterly
- n) provision of guarantees, real or personal, by the Company;
- o) purchase, sale, sale or encumbrance of corporate interests, subject to the provisions of Article 24, which it holds directly or through companies in which it holds, directly or indirectly, participation
- p) practice of any of the above acts involving a Company Subsidiary;
- q) e suspend the exercise of shareholders' rights, as provided in the applicable legislation, and in this resolution, shareholders whose rights may be subject to suspension may not vote; and
- r) exemption from carrying out a public offer for the acquisition of shares to exit the Novo Mercado.

Article 14 - The general meeting called to dispense with the public offering for the acquisition of shares to exit the Novo Mercado shall be installed on the first call with the presence of shareholders representing at least 2/3 (two thirds) of the Total Outstanding Shares . If the quorum is not reached, the general meeting may be installed on second call with the presence of any number of shareholders holding Outstanding Shares. The decision on the waiver of the OPA must take place by the majority of the votes of the shareholders holding Outstanding Shares present at the general meeting, as provided in the Novo Mercado Regulation.

Paragraph 1 - For the purposes of this Article 14, "Outstanding Shares" means all shares issued by the Company, except for shares held by the controlling shareholder, by persons linked to it, by the Company's managers and those in treasury.

Article 15 - Votes cast in violation of the provisions of the shareholders' agreements filed with the Company will be disregarded by the chairman of the corresponding general meeting.

CHAPTER IV COMPANY`S MANAGEMENT

SECTION I GENERAL PROVISIONS

Article 16 - The Company will be managed by the board of directors and by the statutory executive board, which must ensure the Company's vision, mission and values and compliance with its corporate policies and guidelines, as well as compliance with these bylaws and the legal provisions applicable to the Company.

Paragraph 1 - The investiture of the members of the board of directors and of the executive board will be subject to the prior subscription of a term of investiture, which will include their submission to the arbitration clause provided for in Article 40 of these bylaws. The members of the board of directors and executive officers shall remain in their positions and in the exercise of their functions until their substitutes are installed, unless otherwise decided by the general meeting.

Paragraph 2 - The resignation of the position of member of the board of directors and of the executive board must be made by written communication to the chairman of the board of directors, becoming effective, from this moment onwards with the Company and, before third parties, after the resignation document is filed. at the trade registration body and its publication.

Paragraph 3 - The positions of chairman of the board of directors and chief executive officer or main executive of the Company cannot be accumulated by the same person, except in the event of vacancy, subject to the terms of the Novo Mercado Regulation.

Article 17 - The global remuneration of the board of directors and the executive board will be determined by the general meeting and its division among the members of each body will be determined by the board of directors.

SECTION II BOARD OF DIRECTORS

Article 18 - The board of directors is composed of 7 (seven) effective members, all elected and removable by the general meeting, with a unified mandate of 02 (two) years, with reelection permitted.

Paragraph 1 - The general meeting that elects the members of the board of directors will designate, among them, the chairman of the body. The chairman of the board of directors, at the first meeting of the board of directors following his election, will appoint the vice-chairman of the board.

Paragraph 2 - Of the members of the board of directors, at least 2 (two) or 20% (twenty percent), whichever is greater, must be independent directors, subject to the definition of the Novo Mercado Regulation, with the characterization of those nominated to the board of directors. management as independent directors to be resolved at the general meeting that elects them, and the director (s) elected (s) through the faculty provided for in Article 141, §§ 4 and 5, of the Brazilian Corporate Law, if there is a controlling shareholder.

Paragraph 3 - When, as a result of observing the percentage referred to in the paragraph above, a fractional number results, rounding up to the next whole number shall proceed, pursuant to the Novo Mercado Regulation.

Article 19 - In the event of the absence or temporary impediment of the chairman of the board of directors, his duties will be exercised temporarily by the vice chairman of the board of directors. In case of absence or temporary impediment of both, the chairman of the board of directors will appoint, among the other effective members, the one who will exercise his functions temporarily.

Article 20 - In case of vacancy, resignation or permanent impediment of any of the directors, the substitute will be appointed by the remaining directors, respecting the rules of the "Policy for the Nomination of Members of the Board of Directors, Statutory Board and Committees" of the Company and

the shareholders' agreement. of which its parent company is a party, and will serve on an interim basis until the general meeting following the vacancy. If there is a vacancy in the majority of the members of the board of directors, the general meeting will be called to proceed to the new election, in accordance with the provisions of Article 150 of the Brazilian Corporation Law.

Article 21 - The Company's board of directors will meet, ordinarily, on a monthly basis, through the preparation of a prior calendar and, extraordinarily, whenever called.

Paragraph 1 - The meetings of the board of directors will be chaired by the chairman of the board of directors. At meetings of the board of directors, the chairman shall not count the vote of any director rendered in disagreement with the provisions of the shareholders' agreement, pursuant to Article 118, §8, of the Brazilian Corporation Law. It will be up to the chairman of the meeting to indicate the person responsible for acting as secretary.

Paragraph 2 - At the ordinary meetings of the board of directors, the directors will present the financial statements for the last quarter, the quarterly financial information prepared during the current fiscal year to the directors, as well as exposing the results of the Company, the investees and their subsidiaries, and the main administrative facts that occurred in that period.

Paragraph 3 - At any meeting of the board of directors, be it ordinary or extraordinary, the directors will be free to question the executive board on any matter related to the Company, the investees, its subsidiaries and their activities, and the officers must respond accordingly and present, as reasonably possible, the documentation supporting your responses.

Paragraph 4 - The board of directors' meetings will be held, preferably, at the Company's headquarters or at one of the investees headquartered in the city of Fortaleza, State of Ceará.

Paragraph 5 - Meetings will be allowed through teleconference or videoconference, the recording of these being admitted. Such participation will be considered as a personal presence at that meeting. In this case, members of the board of directors who participate remotely in the Board meeting may express their votes, on the date of the meeting, by means of a letter, facsimile or digitally certified electronic mail (email), which must be attached to minutes of said meeting.

Paragraph 6 - At the end of each meeting, minutes must be drawn up, which must be signed by all directors participating in the meeting, and subsequently transcribed in the board of minutes of the board of directors.

Article 22 - The meetings of the board of directors will be called by the chairman of the board of directors, or by any of its members, by sending a written communication to the directors, at least 5 (five) days before the date of the proposed meeting, and summons must contain the place, time and agenda.

Paragraph 1 - The meetings will be held regardless of summons, in the event of the presence of all board members in office.

Paragraph 2 - As a matter of urgency, meetings of the board of directors may be called by the chairman of the board of directors without complying with the term provided for in the "caput", provided that all other members of the board of directors are unequivocally informed.

Article 23 - The board of directors' meetings will only be installed, on the first call, with the presence of all its members, or, on the second call, with the presence of the majority of its members, in person or in the form of Article 21 § 5 above.

Paragraph 1 - If a meeting of the board of directors is not installed in the first call due to lack of quorum under the terms of the caput, the second call for the said meeting will occur automatically, so that it is held on the second (second) business day, at the same place and time as they had initially been designated for their realization.

Paragraph 2 - The directors may appoint attorneys-in-fact with powers to vote on their behalf at meetings of the board of directors, provided that such proxy is also a member of the board, and even if the mandate specifies the vote of the absent member.

Article 24 - All decisions of the board of directors will be made by a simple majority of votes of the members of the board of directors attending the meeting, unless a larger quorum is established by law ("Qualified Quorum - CA"). The Board of Directors is responsible for matters in addition to those provided for in the Brazilian Corporation Law:

- a) approval and / or alteration of the annual budget and/or the business plan;

- b) approval of internal regulations and salary policies;
- c) election and / or removal of members of the executive board, as well as indication of which member of the executive board will be responsible for representing the Company together with the chief executive officer, pursuant to Article 31 below;
- d) appointment and replacement of independent auditors, if the new auditor appointed is not (i) registered with the CVM; and (ii) one of the 4 (four) companies among the most contracted by companies listed on the Novo Mercado;
- e) approval of the contracting of any debt, in a single transaction or in a series of related transactions, including the issue of debentures, which results in a net debt greater than R\$ 1,119,105.40, as long as not provided for in the approved annual budget ;
- f) approval of the execution of any contract and / or agreement, in a single transaction or in a series of related transactions, which implies the creation of pecuniary obligations;
- g) approval of the sale or transfer of any asset, asset or right contained in property, plant and equipment, whose value considered individually is greater than R\$ 111,910.54, respecting the matters related to the general meeting and with the exception of transactions between companies of the same economic group;
- h) approval of the acquisition or encumbrance of any asset, asset or right contained in fixed assets, or even any investment in fixed assets, the value of which, in the aggregate within the same fiscal year, is greater than R\$ 1,119,105.40, provided that it is not foreseen in the approved annual budget;
- i) approval of the suspension of the activities of any line or business division;
- j) approval of the granting of any guarantee, real or personal, or guarantee of the debt of third parties, as well as assumption of obligations for the exclusive benefit of third parties and the practice of gratuitous acts or favor and waiver of rights in favor of third parties, respecting the matters related to the general meeting;

- k) indication of member (s) of the board of directors of any investee, affiliate or controlled company;
- l) definition of the vote in the general meetings, meetings or meetings of partners, or the vote of the members of the board of directors appointed in any management bodies or committees, of any investee, affiliate or controlled company, exclusively in relation to the matters that are subject to the resolution of the general shareholders' meeting or the Qualified Quorum - CA;
- m) approve the creation of advisory committees for the Company's management;
- n) approving the company's internal regulations or regulatory acts and its administrative structure, including, but not limited to: (a) code of conduct; (b) remuneration policy; (c) policy for nominating and filling positions in the board of directors, advisory committees and statutory executive officers; (c) risk management policy; (d) policy on transactions with related parties; and (e) securities trading policy;
- o) observe the procedures contained in CVM Instruction 361, of March 5, 2002, ("ICVM 361") in the case of a public offering for the acquisition of shares to cancel the registration of a publicly-held company or to exit the Novo Mercado; and
- p) to prepare and disclose a reasoned opinion, favorable or contrary to the acceptance of any public offer for the acquisition of shares that has as object the shares issued by the Company, within 15 (fifteen) days of the publication of the public offer for the acquisition of shares , in which it will express, at least: (i) on the convenience and opportunity of the public offer for the acquisition of shares regarding the interest of the Company and of the shareholders as a whole, including in relation to the price and potential impacts on the liquidity of the shares; (ii) regarding the strategic plans disclosed by the offeror in relation to the Company; and (iii) regarding alternatives to accepting the public offer for the acquisition of shares available on the market.
- q) to approve acquisitions of control of companies in an amount of up to 10% (ten percent) of the Company's gross revenue in the immediately preceding fiscal year.

Paragraph 1 - All amounts established in this Article must be updated annually in accordance with the variation of the IPCA, on each anniversary date of these bylaws.

Paragraph 2 - In the event of a tie in the resolutions of the board of directors, the vote of the chairman of the board of directors prevails.

SECTION III BOARD OF EXECUTIVE OFFICERS

Article 25 - The board of executive officers will be composed of 5 (five) members, being 01 (one) chief executive officer, 01 (one) chief commercial and relationship officer, 01 (one) chief operating officer, 01 (one) chief financial officer and investor relations and 01 (one) vice-president of strategic affairs, shareholders or not, elected and dismissable by the board of directors, with a term of 1 (one) year, reelection being permitted.

Article 26 - In cases of absence or temporary impediment of any of the officers, their duties will be exercised by the officer who is chosen from among the others and appointed by the board of directors.

Article 27 - In case of vacancy, resignation or permanent impediment of any of the officers, the board of directors, within 30 (thirty) days from the vacancy, will elect a new officer to complete the mandate of the replaced.

Article 28 - The board of executive officers will meet whenever necessary, when convened by the chief executive officer or by 3 (three) directors together, and with the presence of the majority of its members. The board of executive officers' meetings will only take place with the presence of the CEO, who is obliged to be present, admitting the presence by means of teleconference or videoconference, the recording of these being admitted, or by proxy. Such participation will be considered as a personal presence at that meeting. It will be up to the CEO to preside and another director chosen on the occasion to act as secretary to the work.

Article 29 - The decisions of the executive board will be taken by the majority of votes of those present, and in the event of a tie, the vote of the chief executive officer shall prevail.

Article 30 - Except for the provisions of § 1 below, the Company is represented by the joint signature of the CEO and another director to be appointed in accordance with the resolution of the board of directors, each of whom may be granted power of attorney by the Company, as provided for in Article 31 below , to

be replaced by other directors, being, in any case, mandatory the participation of 2 (two) directors for the execution of the act.

Paragraph 1 - The practice of the following acts by the Company will depend on the joint signature of the Chief Executive Officer, together with another 2 (two) officers to be appointed in accordance with the resolution of the Board of Directors, and up to two of them, through a power of attorney granted by the Company, in the form of Below, to be replaced by one of the directors appointed by the board of directors, therefore, the participation of 3 (three) directors is mandatory for the execution of the following acts:

- a) Any financial transaction, by any means of payment, involving an amount equal to or greater than R\$ 559,552.70;
- b) Execution of any loan, financing or debt assumption contract with financial institutions, in any amount;
- c) Execution of any contract for the provision or acquisition of services or the contract for the purchase or acquisition of products or materials involving a value equal to or greater than R \$ 559,552.70, in a single operation or series of related operations in a period of 12 (twelve) months; and
- d) The practice of any of the above acts involving a company controlled by the Company.

Paragraph 2 - All amounts established in this Article must be updated annually in accordance with the variation of the IPCA, on each anniversary date of these bylaws.

Article 31 - The powers of attorney granted by the Company will be granted in the form of Article 30 above and, depending on the matter, of its § 1, and shall specify the powers granted and, except for powers of attorney to represent the Company in judicial or administrative proceedings, will have a duration maximum of 1 (one) year.

Paragraph 1 - Powers of attorney in disagreement with the provisions of the caput of this Article above will only be valid if granted by the CEO, together with another director, upon authorization from the chairman of the board of directors.

Article 32 - The board of executive officers is responsible for:

- a) Comply with and enforce the present bylaws, the resolutions of the board of directors and the legislation in force;
- b) Perform all acts necessary to achieve the corporate purpose;
- c) Represent the Company, actively and passively, in or out of court, subject to the relevant legal and / or statutory provisions and the resolutions of the general meeting and the board of directors;
- d) Conduct the Company's general and management policy, as determined by the board of directors;
- e) Coordinate the progress of the company's normal activities, including compliance with the resolutions taken at general meetings, at meetings of the board of directors and at its own meetings;
- f) Prepare the company's annual and / or multi-annual business plans and budgets, and submit them for approval to the board of directors;
- g) Execute the Company's business plans and budgets, approved by the board of directors; and
- h) Prepare the report and financial statements for each fiscal year.

Paragraph 1. The **CEO** shall be responsible for:

- a) To direct the execution of activities related to the Company's general planning;
- b) Coordinate and supervise the Company's management activities;
- c) Prepare and submit to the board of directors the annual business plan and the annual budget of the Company;
- d) Call and preside over the board meetings;
- e) Institutionally represent the Company together with the vice president of commercial and

relationship;

- f) Define, implement and coordinate actions aimed at preserving the Company's vision, mission and values;
- g) Supervise, manage and promote coordinated and integrated actions in the process of developing the Company's activities;
- h) Supervise and control the levels of services provided and the profitability of each sector;
- i) To provide the Company with information technology infrastructure adequate to the activities developed by it;
- j) Supervise the Company's legal department
- k) To lead the activities of the executive board, being responsible for assessing the performance of its members, and the board of directors is responsible for dismissing any member referred by the chief executive officer;
- l) Supervise the management of each board and ensure their operational performance in meeting goals, schedules and budgets, alignment / adherence to the company's culture and values;
- m) Ensuring that the various policies of the companies are in line with the corporate guidelines defined by the board of directors;
- n) Develop engineering projects for the Company's establishments and monitor the maintenance of existing facilities;
- o) Supervise engineering, purchasing and logistics activities;
- p) Supervise the representation of the Company before regulatory bodies and agencies, with definition of marketable products;

- q) Supervise the areas for dealing with administrative processes with regulatory bodies and agencies;
- r) Supervise the company's registration and billing process, observing the duties of the financial superintendency;
- s) Coordinate the Company's human resources policy;
- t) Manage the process of integrating new units; and
- u) Supervise the merger and acquisition activities by the company, observing the duties of the vice-presidency on strategic matters.

Paragraph 2. The **Chief Commercial and Relationship Officer** shall be responsible for:

- a) Coordinate, supervise, monitor and control the functional activities of the commercial area;
- b) Develop strategies and supervise the areas of business, products and services, marketing, advertising, marketing communication, trade marketing, customer relationship and sales, as well as after-sales and customer retention;
- c) Manage the application of customer relationship and monitoring policies;
- d) Institutionally represent the Company together with the CEO; and
- e) Coordinate the Company's institutional relationship actions.

Paragraph 3. The **Chief Operating Officer** shall be responsible for:

- a) Manage the delivery of the services provided by the Company, notably from the supervision of the preferred network, the managed plans, the dental operation, claims management and the medical-hospital area; and
- b) Manage the administrative service and call center areas of the company's units.

Paragraph 4. The **Chief Financial Officer and Investors Relation Director** shall be responsible for:

- a) To ensure the financial health of the Company, through controls on investments, equity, income and expenses;
- b) To advise and instrumentalize the executive board, the board of directors of its parent company and the partners for decision making;
- c) Manage cost and expense budgets;
- d) Manage cash flow;
- e) Supervise the activities of financial planning and analysis, payment and accounting, asset management and tax planning, observing the duties of the vice-presidency of operations;
- f) Supervise the actuarial technical works and their impacts on the results, including regarding price formation;
- g) Represent the Company before the control bodies and other institutions that operate in the capital market, with the competence to provide information to investors, the CVM and, if applicable, the stock exchanges on which the Company has its securities traded , in accordance with applicable legislation;
- h) Disclose and communicate to the CVM and, if applicable, the stock exchanges on which the Company has its securities traded, any relevant act or fact that occurred or related to its business, as well as ensuring its wide and immediate dissemination, simultaneously in all markets where such securities are admitted to trading;
- i) Provide information to the market and investors;
- j) Maintain the Company's publicly-held company registration updated, all in accordance with the applicable CVM regulations, and with the stock exchanges, in which the Company has its

securities traded;

k) Create mechanisms to integrate sustainability into the Company's management process, establishing guidelines and principles related to sustainable development in the social, environmental, economic pillars and within the best corporate governance practices; and

l) To ensure the disclosure of material information related to the Company's initiatives and performance in sustainability and to follow the social, economic and environmental commitments assumed by the Company.

Paragraph 5. The **Chief Strategy Officer** shall be responsible for:

a) Supervise the commercial negotiation processes through bids, observing the duties of the vice president commercial and relationship officer;

b) Assist the other members of the executive board and the board of directors in making decisions on strategic matters related to their activities;

c) Supervise the commercial processes of managed plans, with due regard for the duties of the commercial vice-president and relationship director;

d) Coordinate the company's corporate governance processes;

e) Supervise risk management;

f) Supervise the security of the Company's corporate information;

g) Acting with critical analysis in the definitions of the Company's policies, with a view to guaranteeing a governance model adequate to market standards;

h) Supervise the internal communication processes and flows of the Company, with a view to ensuring a governance model appropriate to market standards;

i) Acting with critical analysis in the merger and acquisition processes and activities by the

company, observing the duties of the financial superintendency and investor relations;

j) Supervise the consultancy contracting process, as assigned by the CEO and the board of directors in order to ensure the greater effectiveness of these activities;

k) Supervise the work of business development, notably regarding management and performance and its monitoring, for better tactical-operational execution; and

l) Coordinate the Company's innovation and transformation programs.

CHAPTER V FISCAL COUNCIL

Article 33 - The Company may have a non-permanent fiscal council, composed of 3 (three) to 5 (five) effective members, and an equal number of alternates, shareholders or not, elected by the general meeting, which will function in the fiscal years in which it is installed, at the request of the shareholders, under the terms of the law.

Paragraph 1 - The members of the fiscal council will understand the fees fixed by the general meeting that elects them.

Paragraph 2 - When in operation, the fiscal council will exercise the powers and powers conferred by law, and will establish, by majority decision, the respective internal regulations.

Paragraph 3 - The investiture of the members of the fiscal council will be subject to the prior subscription of a term of investiture, which will include their submission to the arbitration clause provided for in Article 40 of these bylaws, as well as compliance with the applicable legal requirements.

Paragraph 4 - The removal of the members of the fiscal council will take place in the same way as their election.

CHAPTER VI FISCAL YEAR, FINANCIAL STATEMENTS AND DISTRIBUTION OF RESULTS

Article 34 - The fiscal year begin on January 1 and ends on December 31 of each year, when the financial statements required by the applicable legislation will be prepared, and it can draw up a quarterly and/or half-yearly balance sheet.

Article 35 - The accumulated losses and the provision for income tax and social contribution on profit, if any, will be deducted from the income for the year, before any participation.

Article 36 - Net income will have the following destination:

- a) 5% (five percent) for the Legal Reserve, which will not exceed 20% (twenty percent) of the share capital. The legal reserve may cease to be constituted in the year in which its balance, plus the amount of capital reserves referred to in Article 182, §1, of the Brazilian Corporation Law, exceeds 30% (thirty percent) of the capital stock;
- b) importance, possibly proposed by the management bodies, for the formation of a reserve for contingencies and review of the same reserves formed in previous years, as provided for in Article 195 of the Brazilian Corporation Law;
- c) the portion corresponding to 25% (twenty-five percent) of the net profit, calculated on the balance obtained with the deductions and additions provided for in items (a) and (b) above, will be distributed to the shareholders as a mandatory dividend;
- d) a portion corresponding to up to 100% of the remaining balance after the allocations indicated in items "a" to "c" above may, upon proposal by the management bodies, be distributed as complementary dividends or interest on equity;
- e) 100% of the remaining balance after the allocations indicated in items "a" to "d" will be allocated to the statutory profit reserve called "Investment and Expansion Reserve", whose purpose is to finance the expansion of the Company's activities and / or its controlled companies, and the balance of such reserve, considered together with the balance of the legal reserve, cannot exceed an amount equivalent to the Company's capital stock; and
- f) the balance remaining after the allocations indicated in items "a" to "e" above, if any, as proposed

by the management bodies, may be retained based on the capital budget approved pursuant to Article 196 of the Brazilian Corporation Law or will be distributed as a complementary dividend, as decided by the general meeting.

Paragraph 1 - In the year in which the mandatory dividend amount exceeds the realized portion of the profit for the year, the general meeting may, at the proposal of the management bodies, allocate the excess to the constitution of an unrealized profit reserve, in compliance with the provisions of Article 197 of Law of Corporations.

Paragraph 2 - Unclaimed dividends and/or interest on equity will not accrue interest and, within 3 (three) years, will revert to the benefit of the Company.

Article 37 - The Company must prepare quarterly balance sheets, in accordance with the applicable corporate regulations and CVM instructions, and may also, by resolution of the board of directors, determine the drawing up of interim, quarterly, half-yearly or shorter balance sheets and financial statements, and, based on such balance sheets, approve the distribution of interim and interim dividends or interest on equity. The interim and interim dividends and interest on equity provided for in this Article will be discounted from the mandatory dividend.

CHAPTER VII DISSOLUTION, LIQUIDATION AND EXTINCTION

Article 38 - The Company will enter into dissolution, liquidation and extinction in the cases provided for by law. During the liquidation period, the board of directors will be maintained, and it will be incumbent on it to appoint the liquidator, and the fiscal council may be installed in accordance with Article 208, § 1 of the Brazilian Corporation Law.

CHAPTER VIII DISPOSAL OF CONTROL

Article 39 - The direct or indirect sale of control of the Company, either through a single operation or through successive operations, must be contracted under the condition that the acquirer of the control undertakes to carry out a Tender Offer for the shares issued by the Company owned by the other

shareholders, subject to the conditions and deadlines provided for in the legislation and regulations in force and in the Novo Mercado Regulation, in order to ensure equal treatment to that given to the seller.

Paragraph 1 - In the event of an indirect sale of control, the acquirer must disclose the amount attributed to the Company for the purposes of the OPA price, as well as disclose the justified statement of that amount.

Paragraph 2 - For the purposes of this Article, "control" and its related terms are understood to mean the power effectively used by a shareholder to direct social activities and direct the operation of the Company's bodies, directly or indirectly, in fact or in law, regardless of the shareholding held.

CHAPTER IX ARBITRATION

Article 40 - The Company, its shareholders, administrators, members of the fiscal council, effective and alternate, if any, undertake to resolve, through arbitration, before the Market Arbitration Chamber, in the form of its regulation, any dispute that may arise among them, related to or arising from their status as issuer, shareholders, administrators and members of the fiscal council, and in particular, arising from the provisions contained in Law No. 6,385, of December 7, 1976, as amended, in the Brazilian Corporate Law. Shares, in the Company's bylaws, in the rules issued by the National Monetary Council, by the Central Bank of Brazil and by the CVM, as well as in the other rules applicable to the operation of the capital market in general, in addition to those contained in the Novo Mercado Regulation, other B3 regulations and the Novo Mercado Participation Agreement.

CHAPTER X DELIST FROM NOVO MERCADO SEGMENT

SECTION I GENERAL PROVISIONS

Article 41 - The Company's delisting from the Novo Mercado may occur, pursuant to Sections II and III below, as a result of:

- I. the decision of the controlling shareholder or the Company

II. non-compliance with the obligations of the Novo Mercado Regulation; and

III. the cancellation of the Company's registration as a publicly-held Company registration or the if CVM registration category has been converted, in which case the provisions of the legislation and regulations in force shall be observed.

SECTION II VOLUNTARY EXIT

Article 42 – The voluntary delisting of the Company from the Novo Mercado will only be granted by B3, if it is preceded by an tender offer that complies with the procedures provided for in ICVM 361 for cancellation of registration as a public company and in the Novo Mercado Regulation.

Sole Paragraph - The voluntary delisting of the Company from the Novo Mercado may occur regardless of the tender mentioned in the caput above in the event of dismissal approved at the general meeting.

SECTION III COMPULSORY EXIT

Article 43 - The application of a sanction for compulsory withdrawal from the Novo Mercado depends on the execution of a Tender Offer with the same characteristics as the tender offer as a result of voluntary withdrawal from the Novo Mercado, as provided in Article 42 above.

Sole Paragraph - In the event of not reaching the percentage level equivalent to 1/3 (one third) of the outstanding shares, after the tender offer, the shares issued by the company will still be traded for a period of 6 (six) months in that segment, from the tender offer auction, without prejudice to the application of a financial penalty.

CHAPTER XI CORPORATE RESTRUCTURING

Article 44 - In the event of a corporate reorganization that involves the transfer of the Company's shareholding base, the resulting companies must request admission to the Novo Mercado within a period

of 120 (one hundred and twenty) days counted from the date of the General Meeting that resolved on the said reorganization.

Sole Paragraph - If the reorganization involves resulting companies that do not intend to apply for entry into the Novo Mercado, the majority of the holders of the Outstanding Shares of the Company present at the General Meeting shall approve to this structure.

CHAPTER XII

GENERAL PROVISION

Article 45 - This instrument is governed by the laws of the Federative Republic of Brazil

ANNEX V

to the minutes of the annual and extraordinary general meeting of Hapvida Participações e Investimentos S.A., held on April 30, 2021

Synthetic Map