

HAPVIDA PARTICIPAÇÕES E INVESTIMENTOS S.A.

CNPJ 05.197.443/0001-38

NIRE 233.000.392.71

**MINUTES OF THE BOARD OF DIRECTORS MEETING
HELD ON APRIL 18, 2022**

DATE, TIME AND PLACE: On April 18, 2022, at 6 p.m., at Hapvida Participações e Investimentos S.A. headquarters, located in Fortaleza, state of Ceará, at Avenida Heráclito Graça, nº 406, Centro, Zip Code 60140-060 ("Company").

CALL NOTICE AND ATTENDANCE: The prior call was made, in accordance with the terms of the Company's Bylaws. Directors representing the majority of the members of the Company's board of directors were present.

PRESIDING BOARD: Mr. Candido Pinheiro Koren de Lima, as a Chairperson of the meeting, and Mr. Rafael Sobral Melo, as Secretary of the meeting.

AGENDA: To resolve on: **(I)** the approval of the terms and conditions of the 3rd issue of simple, non-convertible, unsecured debentures, in a single series, of the Company ("Issuance" and "Debentures", respectively) which will be the object of a public offering for distribution with restricted distribution efforts, pursuant to Law No. 6,385, of December 7, 1976, Instruction of the Securities and Exchange Commission No. 476, of January 16, 2009 ("CVM Instruction 476") and other applicable legal and regulatory provisions ("Restricted Offer"); **(II)** the execution, by the Company, of any and all instruments necessary for the Issue and the Restricted Offer, including, but not limited to, the following agreements: **(a)** the *"Private Deed Instrument of the 3rd Issue of Simple Debentures, Non-Convertible into Shares, of the Unsecured Type, in a Single Series, for Public Distribution with Restricted Distribution Efforts, by Hapvida Participações e Investimentos S.A."* to be entered into

between the Company, Pentágono S.A. Distributor of Securities, acting as trustee, representing the joint interests of the Debenture holders ("Fiduciary Agent" and "Debenture Holders", respectively) and Ultra Som Serviços Médicos S.A., as Guarantor ("Guarantor" and "Issuance Deed", respectively); an **(b)** the "*Coordination, Placement and Public Distribution Agreement, with Restricted Distribution Efforts, under the Firm Placement Guarantee Scheme, of Simple Debentures, Non-convertible into Shares, of the Unsecured Type, in a Single Series, of the Third Issue of Hapvida Participações e Investimentos S.A.*" to be entered into between the Company, the Guarantor and the financial institutions that will coordinate the Restricted Offer ("Coordinators" and "Distribution Agreement", respectively); **(III)** authorization to the Company's Board of Executive Officers to perform any and all acts and sign any and all documents necessary for the implementation and performance of the Issue and the Restricted Offer, as well as the formalization of the matters dealt with in items (I) and (II) above, including , but not limited to **(a)** discussion, negotiation and definition of the terms and conditions of the Debentures, as well as all other documents and eventual amendments within the scope of the Issue and the Restricted Offer **(b)** contracting the Coordinators, through the execution of the Distribution Agreement; and **(c)** contracting the Issuance service providers, including, but not limited to, the settling and bookkeeping bank, Trustee, legal advisors, rating agency, B3 (as defined below) and other institutions that , if necessary, to carry out the Issue (jointly, "Service Providers"); and **(IV)** the ratification of all acts already performed by the Company's management for the achievement of the Issuance and the Restricted Offering.

RESOLUTIONS: After analyzing and discussing the agenda, the members of the board of directors, by unanimous vote and without any reservations:

- (I)** The performance of the Issue, the Restricted Offer and the execution by the Company, as issuer, of the Indenture, with the following main characteristics and

conditions, which will be detailed and regulated within the scope of the Indenture:

- (a) **Issued Number:** The Issue represents the Company's 3rd issue of debentures;
- (b) **Number of series:** The Issue will be carried out in a single series;
- (c) **Issuance Amount:** The total Issuance amount will be R\$2,000,000,000.00 (two billion reais) on the Issuance Date (as defined below);
- (d) **Bookbuilding Procedure:** The Coordinators will organize the procedure for collecting investment intentions from potential investors in the Debentures, without receiving reserves, without minimum or maximum lots, subject to the provisions of article 3 of CVM Instruction 476, for of the Remuneration rate (as defined below) applicable to each of the Series ("Bookbuilding Procedure");
- (e) **Number of Debêntures:** 2,000,000 (two million) of Debentures will be issued;
- (f) **Use of Proceeds:** The net funds raised through this Issue will be used by the Company to increase the capital of Notre Dame Intermédica Participações S.A. with the purpose of prepayment of certain debts already contracted by it and its subsidiaries, as well as they may be used for merger and acquisition operations and cash reinforcement;
- (g) **Placement:** The Debentures will be subject to the Restricted Offering, which will be carried out under a firm guarantee regime in relation to all the Debentures, with the intermediary of the Coordinators, responsible for the

placement of the Debentures, pursuant to the terms and conditions of the Placement Agreement;

- (h) **Issuance Date:** For all legal purposes, the issue date of the Debentures will be May 10, 2022 ("Issue Date");
- (i) **Term and Maturity Date:** The Debentures will mature on May 10, 2029 ("Maturity Date"), except in the event of early maturity of the obligations arising from the Debentures, total early redemption resulting from the Optional Early Redemption Offer (as defined below) and Optional Early Redemption (as defined below), pursuant to the Indenture;
- (j) **Face value:** The unit face value of the Debentures will be R\$1,000.00 on the Issue Date ("Unit Face Value"), and will not be subject to monetary restatement or correction by any index;
- (k) **Type:** The Debentures will be unsecured, without guarantee or preference, pursuant to article 58 of Law No. 6,404, of December 15, 1976 ("Brazilian Corporations Law"), subject to the Surety (as defined below) to be provided for in the Indenture;
- (l) **Form and Convertibility:** The Debentures will be registered and book-entry, without the issue of caution or certificates, not convertible into shares issued by the Company;
- (m) **Term and Form of Payment:** The Debentures will be paid in cash, upon subscription, in local currency, through the procedures adopted by B3 S.A. – Brasil, Bolsa, Balcão – Balcão B3 ("B3" and "Date of Payment", respectively). The Debentures will be paid in on the first Payment Date at their Unit Face

Value. If the subscription and payment of all the Debentures do not occur on the first Payment Date for operational reasons, the subscription price of the Debentures not paid in on the first Payment Date will be the Unit Face Value plus the Remuneration, calculated pro rata temporis from the first Payment Date until the date of its effective payment, using, for this purpose, 8 (eight) decimal places, without rounding, in accordance with the settlement rules applicable to B3. The Debentures may be subscribed at a premium or discount in relation to the Unit Face Value of the Debentures, at the sole discretion of the Coordinators, provided that such premium or discount is applied to the entirety of the Debentures;

- (n) **Proof of Ownership:** The Company will not issue Debenture certificates. For all legal purposes, ownership of the Debentures will be evidenced by the deposit account statement issued by the registrar in which the names of the respective Debenture Holders will be registered (as defined below). Additionally, with respect to the Debentures that are held in electronic custody at B3, the statement issued by B3 on behalf of the respective Debenture Holder;
- (o) **Deposit for Distribution, Trading, Electronic Custody and Settlement:** The Debentures will be deposited for: **(i)** public distribution in the primary market through the MDA - Asset Distribution Module, managed and operated by B3, with the distribution being financially settled through B3; and **(ii)** trading, in the secondary market, through CETIP 21 – Securities, managed and operated by B3, with the trades being financially settled and the Debentures held in electronic custody at B3;

- (p) **Scheduled Amortization:** Without prejudice to the hypotheses of Optional Early Redemption, Offer of Optional Early Redemption or early maturity of the obligations arising from the Debentures, pursuant to the Indenture, the balance of the Nominal Unit Value of the Debentures will be amortized in annual installments (each of them a "Scheduled Amortization Date"), on the dates and percentages indicated in the table to be provided for in the Indenture, always on April 30 of each year, and the last installment of each Series on the Maturity Date of the respective Series, at which time the entire balance of the Nominal Unit Value, the Remuneration and any other amounts owed by the Company to the Debenture Holders, pursuant to the Indenture, of said Series, shall be paid by the Company, according to the schedule to be provided in the Indenture;
- (q) **Remuneration of the Debentures:** On the Nominal Unit Value or balance of the Nominal Unit Value of the Debentures, as the case may be, there will be remunerative interest corresponding to 100% (one hundred percent) of the accumulated variation of the average daily rates of DI – Interbank Deposits of one day, "over extra-group", expressed as a percentage per year, based on 252 working days, calculated and published daily by B3 S.A. – Brasil, Bolsa, Balcão, in the daily newsletter available on its website (<http://www.b3.com.br>) ("Taxa DI"), acrescida exponentially plus a surcharge to be defined in accordance with the Bookbuilding Procedure, and in any case limited to 1.65% (one whole and sixty-five hundredths percent) per year, based on 252 Business Days ("Remuneration"). The Remuneration will be calculated exponentially and cumulatively pro rata temporis per Business Days elapsed, from the first Payment Date (inclusive) to the first Remuneration Payment Date (as defined below) (exclusive), in the case of the first period of capitalization of Debentures, and from the immediately

preceding Remuneration Payment Date (inclusive) until the next Remuneration Payment Date (exclusively), in the case of other capitalization periods of the Debentures, in accordance with the formula to be provided for in the Deed of Issue;

- (r) **Payment of Remuneration:** Without prejudice to the cases of Optional Early Redemption, total early redemption resulting from the Optional Early Redemption Offer or early maturity of the obligations arising from the Debentures, the Remuneration of the Debentures will be paid semiannually, always on the 10th of May and November of each year with the first payment on November 10, 2022 and the last payment on the Maturity Date ("Remuneration Payment Date"). The Debenture Holder of Debentures will be entitled to payments at the end of the Business Day prior to each Remuneration Payment Date provided for in the Deed of Issue;
- (s) **Scheduled Repricing:** The Debentures will not be subject to a scheduled repricing
- (t) **Optional Acquisition of Debentures:** The Company may, at any time, acquire the Debentures, pursuant to article 55, paragraph 3, of the Brazilian Corporation Law and in compliance with the provisions of CVM Instruction No. 620, of March 17, 2020, subject to the accepted by the respective selling Debenture Holder. The Debentures object of this procedure may, at the sole discretion of the Company: **(i)** be cancelled; **(ii)** remain in the Company's treasury; or **(iii)** be placed on the market again. The Debentures acquired by the Company to be held in treasury, pursuant to this item, if and when placed back on the market, will be entitled to the same Remuneration as the other Debentures;

- (u) **Optional Early Redemption:** The Company may, at its sole discretion, carry out, at any time, an early redemption offer of the Debentures, with the consequent cancellation of the redeemed Debentures, which will be addressed to all Debenture Holders of both Series , without distinction, guaranteed equality of conditions for all Debenture Holders to accept the early redemption of the Debentures they hold, in accordance with the terms and conditions set forth in the Indenture ("Optional Early Redemption Offer"). The amount to be paid in relation to each of the Debentures indicated by their respective holders in adhesion to the Optional Early Redemption Offer will correspond to the Unit Face Value or to the balance of the Unit Face Value of the Debentures object of redemption, as the case may be, plus **(i)** of the Remuneration, calculated pro rata temporis, from the first Payment Date or the payment date of the immediately preceding Remuneration, as the case may be, until the effective payment date; and **(ii)** if applicable, an early redemption premium to be offered to Debenture Holders, at the sole discretion of the Company, which may not be negative, given that, if the Optional Early Redemption Offer is carried out, it must cover all the Debentures whose holders adhere to the offer;
- (v) **Late Payment Fine and Interest:** In case of late payment of any amount owed by the Company to the Debenture Holders pursuant to the Indenture, Issue and/or Restricted Offering, in addition to the payment of the Remuneration, calculated from the date of default until the date of the effective payment, on any and all amounts in arrears, will be levied, regardless of notice, notification or judicial or extrajudicial interpellation, **(i)** late payment interest of 1% (one percent) per month, calculated pro rata temporis from the date of default until the date of effective payment; and

(ii) non-compensatory late payment fine of 2% (two percent) ("Late payment charges");

- (w) **Place of Payment:** Payments to which the Debentures are entitled will be made by the Company using, as the case may be: **(i)** the procedures adopted by B3 for the Debentures held in electronic custody at B3; or **(ii)** the procedures adopted by the settling bank, for the Debentures that may not be held in electronic custody at B3, or, as the case may be, by the financial institution contracted for this purpose, or even at the Company's headquarters, if applicable;
- (x) **Early Maturity:** The Debentures and all obligations contained in the Deed of Issue will be considered prematurely matured, automatically or not, in the event of early maturity substantially similar to those approved by the Company at a meeting of the Board of Directors held on October 7, 2021, registered with the Board of Trade of the State of Ceará on October 15, 2021 under No. 5658960, as well as **(i)** default of any financial obligation, by the Company and/or by the Guarantor and/or by any of its subsidiaries (even if in the condition from guarantors) arising from debts with financial institutions and/or local or international capital market operations (other than this Issue); and **(ii)** non-compliance, by the Company, for 3 (three) consecutive or alternate quarters, calculated during the term of the Debentures, of the financial index to be described in the Deed of Issue, to be determined by the Company and monitored by the Fiduciary Agent, in accordance with accounting rules in force on the Payment Date, quarterly, based on the Company's quarterly information and consolidated financial statements, including the Company's consolidated financial information for the quarter ended March 31, 2022, provided that the cure, limits and/or minimum values

(thresholds), specifications and exceptions in relation to such events will be negotiated and defined by the Company's Executive Board and provided for in the Indenture;

- (y) **Surety:** The faithful, punctual and full compliance with **(i)** the obligation to pay all credit rights arising from the Debentures, with a total principal amount of R\$2,000,000,000.00, plus the Remuneration, as provided for in the Deed of Issue, as well as all and any other charges due under the Deed of Issue, including all the respective accessories, such as Late Payment Charges, fines, penalties, indemnities, expenses, costs, fees and other contractual and legal charges provided for and related to the Debentures, as well as **(ii)** of any other obligations, pecuniary or not, as well as representations and guarantees of the Company and the Guarantor under the terms of the Deed of Issue ("Guaranteed Obligations"), will be guaranteed by the surety of the Guarantor. The Guarantor will assume, in the Deed of Issue, as guarantor and main payer, irrevocably, irreversibly, unconditionally and without any order benefit, of all Guaranteed Obligations arising from the Debentures, as well as all payment obligations of the Company in the Deed of Issuance ("Guarantee"). The Surety must be honored, outside the scope of B3, without fail, until the 5th (fifth) Business Day after the default of the Guaranteed Obligations arising from the Debentures, upon notification sent by the Fiduciary Agent by email to the Guarantor, at the address a be indicated in the Indenture. As a result of the Surety, the Guarantor will be liable for the payment of the Debentures under the Company's responsibility, on their maturities, being responsible for the payment of the principal, remuneratory interest and other interest and late payment charges attributable to the Company, expressly waiving the rights and prerogatives that it has check articles 333, single paragraph, 364, 366, 368, 824, 827, 830, 834, 835, 837,

838, 839 and 844 of Law No. 10,406, of January 10, 2002 and in articles 130, 131 , 794, caput, of Law No. 13,105, of March 16, 2015; and

(z) **Other Conditions:** All other conditions and specific rules related to the Issue of Debentures are dealt with in the Indenture.

(II) The execution, by the Company, of any and all instruments necessary to carry out the Issuance, and the Restricted Offer, including, but not limited to, the following instruments: **(a)** the Indenture (including the amendment to the Indenture of Issue to ratify the result of the Bookbuilding Procedure); and **(b)** the Placement Agreement;

(III) Authorization to the Company's Board of Executive Officers to perform any and all acts and sign any and all documents necessary to implement and carry out the Issuance and Restricted Offering, as well as to formalize the matters dealt with in items **(I)** and **(II)** above, including, but not limited to **(a)** the discussion, negotiation and definition of the terms and conditions of the Debentures, as well as all other documents and any amendments within the scope of the Issuance and the Restricted Offering; **(b)** hiring the Coordinators, upon execution of the Placement Agreement; and **(c)** hiring the Service Providers necessary for the implementation of the Issuance and the Restricted Offering;

(IV) The ratification of all acts already performed by the Company's management for the achievement of the Issue and the Restricted Offer.

CLOSURE: These minutes were drawn up, which, after being read and approved in accordance with the Company's bylaws, were signed by the members of the board of directors present. Signatures. Table: Cândido Pinheiro Koren de Lima (chairperson); Rafael Sobral Melo (secretary). Present members of the Board of Directors: Cândido Pinheiro Koren de Lima, Cândido Pinheiro Koren de Lima Junior, Geraldo Luciano Mattos Júnior, Irlau

Machado Filho, Jorge Fontoura Pinheiro Koren de Lima, Lício Tavares Ângelo Cintra, Márcio Luiz Simões Utsch and Plínio Villares Musetti. Absent member of the Board of Directors: Christopher Riley Gordon.

Fortaleza, Ceará, April 18, 2022.

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.)

Table:

Cândido Pinheiro Koren de Lima
Chairperson

Rafael Sobral Melo
Secretary