

**Letter of professional services retainer
January 2024**

Care of: Mr. Francisco Semeraro
Kind Sirs,
Dexco S.A.
Av. Paulista, 1.938 – Bela Vista São Paulo - SP

February 1, 2024

Kind Sirs,

1. PricewaterhouseCoopers Auditores Independentes Ltda., a firm established in the city and state São Paulo, with registered offices at Avenida Brigadeiro Faria Lima, 3732, Building B32, 16th floor, enrolled before the tax authorities under CNPJ/MF No. 61.562.112/0001-20, ("PwCAI") thanks you for the opportunity to provide audit services. The purpose of this letter is to confirm our understanding on the responsibilities – ours and yours – as concerns the engagement as auditors of Dexco S.A. ("Company") and its controlled entities, for the fiscal year ending December 31, 2023, for the purposes of the drawing of a valuation report on the net book assets to be determined by means of the ledgers as of January 31, 2024 ("book-value net assets valuation report"). The contents of the present letter shall remain in force until they may be amended in writing with the mutual consent of both parties.
2. We shall issue a net assets valuation report (for the purposes of merger into Dexco S.A. on April 01, 2024) as determined based on the ledgers of Dexco Revestimentos Cerâmicos S.A. as of January 31, 2024 and the respective annexes, prepared according to the accounting practices in force in Brazil. Our report shall be based on audit procedures applicable to the balance sheet of Dexco Revestimentos Cerâmicos S.A. The examination shall be carried out to support the book-value net assets valuation report.

Upon completion of our audit examination, we shall draw the book-value net assets valuation report, in Portuguese, and provide to Dexco S.A.

3. We shall discuss a working schedule with you that shall include a final visit when the balance sheet is made available to us for examination. We expect to deliver a draft valuation report for your perusal within approximately two weeks from completion of our field work, and to issue the final report as soon as we receive the letter of representation from Management. Fulfilment of the foregoing periods is directly associated with the timely submission, by Dexco Revestimentos Cerâmicos S.A., of all documents, information, and the letter of representation needed for the provision of our services.
4. Our book-value net assets valuation report shall express our view of the book value of the net assets of Dexco Revestimentos Cerâmicos S.A., including any adjustments identified during our examination.

Furthermore, our report may include a paragraph for emphasis or other matters, under the circumstances as provided in the applicable audit rules.

5. Our examination shall take place in line with the professional and ethics standards applicable to independent audit engagements in Brazil, that is, those arising from the professional and technical standards of the Federal Board of Accountants ("Conselho Federal de Contabilidade" – CFC). These standards require auditors to comply with the ethics requirements set forth in the Professional Code of Ethics and the Professional Standards issued by the CFC, and the audit procedure to be planned and executed in such a manner as to provide reasonable assurance that the balance of the book-value net assets shall be free from material bias. An audit involves procedures to obtain audit evidence on the recognized amounts. The procedures shall be selected at the discretion of the auditor, including an assessment of relevant bias risks associated with the book-value net assets, regardless of whether they may be caused by fraud or error. The risks of failure to detect material bias arising from fraud are greater than those associated with error, as fraud may involve willful acts to evade internal controls, collusion, forgery, omissions, or false submissions and representations. An audit procedure also includes an assessment of the adequacy of the accounting practices used and the reasonability of the accounting estimates that Management may have made.
6. Reasonable assurance shall mean a high level of assurance, but not a guarantee that an audit carried out in line with Brazilian and international auditing standards shall always detect the same material biases. Biases may arise from fraud or error and are deemed relevant when, individually or collectively, they may reasonably influence the economic decisions made by users based on the said financial information.
7. Due to the limitations inherent to auditing, together with those inherent to internal controls, there is an unavoidable risk that certain material biases may go undetected, even if the audit procedure is properly planned and executed in line with auditing standards. Our risk assessment shall deem the internal controls material to the drafting of the balance sheet of Dexco Revestimentos Cerâmicos S.A. for the purposes of planning audit procedures that appropriate to the circumstances, but not for the purposes of expressing an opinion on the effectiveness of the internal controls of Dexco Revestimentos Cerâmicos S.A. However, we will provide written notice of any material deficiencies in internal controls that are material to the balance sheet that we may identify during the audit. This report shall be intended for the exclusive use of Management.
8. Management shall be responsible for the preparation of the balance sheet to be submitted for auditing. Management shall be responsible for the drafting and appropriate submission of the balance sheet in line with the practices in force in Brazil, as the case may be, for the internal controls needed to ensure that the balance sheet is free from bias, regardless of whether caused by fraud or error. Retainer of balance sheet auditing and book-value net assets valuation

reporting shall not exempt Management from this responsibility. Furthermore, Management shall be responsible for granting the auditor access to all material information known to Management for the purposes of the preparation of the balance sheet, such as records, documents and other, as well as additional information that the auditor may request from Management for auditing purposes, and unlimited access to people at Dexco Revestimentos Cerâmicos S.A. that the auditor may deem needed to obtain audit evidence.

- 9 As required by auditing standards, we shall ask Management and other persons at Dexco Revestimentos Cerâmicos S.A. about statements found in the balance sheet and about the effectiveness of internal controls associated with operations, records, and financial reports. Auditing standards also provide that we shall obtain a letter of representation from top management, including the CEO, concerning material topics and basic statements regarding the book-value net assets valuation report. Furthermore, Management agrees to report facts that may affect the book-value net assets valuation report of which it may have become aware in the period between the date of the book-value net assets valuation report and the date on which said report is made available. The results of our audit tests, responses to our inquiries, and written statements from Management shall provide the evidence on which we shall place our confidence to form the conclusion expressed in the book-value net assets valuation report.
- 10 The primary responsibility for preventing and detecting error and fraud rests with the management of Dexco Revestimentos Cerâmicos S.A. Therefore, an effective internal controls structure reduces the potential for such to take place or, at least, shall contribute to their detection by both managers and independent auditors.
- 11 Consequently, although we cannot guarantee detection, our work is planned and carried out in such a manner as to provide reasonable – but not absolute – assurance that any errors or fraud that may materially affect the balance sheet shall be detected. The audit is based on the concept of tests using samples of the data under examination and, as such, is subject to limitations. Therefore, errors and fraud with potential direct effects on the balance sheet may go undetected.

Furthermore, consideration of the existing control systems shall not be sufficient to enable us to verify the safety and effectiveness of internal controls associated with operations, records and financial reports.

12. Our examination, in line with auditing standards, shall not include detailed auditing of transactions to the extent needed to detect errors and fraud that does not produce material effects on the book-value net assets. If any such come to our knowledge, we shall give you notice thereof. Within this context, the concept of materiality shall be relative to the book-value net assets, not its absolute or isolated effect.

13. Should you wish to publish or reproduce our book-value net assets valuation report, be it in print or electronically (such as on a Website), or even use another form of reference to PwCAI in a document containing other information, it is hereby mutually agreed that PwCAI shall be provided a draft version of the said document for examination, review and approval before distribution thereof to third parties (regulators, exchanges, etc.) and before the report is included in it. We emphasize that the report shall always be reproduced in full, including any attachments.
14. Notwithstanding the foregoing, should you choose to include our book-value net assets valuation report in public offering documents or any other documents, you agree to obtain our prior consent or approval. Similarly, no reference may be made to PwCAI in such documents without our consent. Potential engagements associated with such documents shall be the subject of a separate agreement.
15. The regulations in force in certain countries require the auditors to be registered in such countries if the Company makes an offering or finales financial information including the book-value net assets valuation report. The potential consequences of non-compliance with the timely registration of the auditors may be severe both for PwCAI and for the Company. The Company agrees that our book-value net assets valuation report, or any reference thereto, shall not be included in an offering document submitted to a regulator or equivalent authority abroad without our prior written consent. Any agreement involving works in connection with an offering, including our consent, shall be subject to a separate agreement.
16. Dexco Revestimentos Cerâmicos S.A. agrees to the timely provision of copies of correspondence with, or notices or request from, the regulators to which the Company is subject and that directly or indirectly relate to the valuation report and that may therefore be relevant to the independent auditors. Dexco Revestimentos Cerâmicos S.A. further agrees, where not prevented to do so by force of law, to immediately inform PwCAI of the receipt of any official communication, notification, notice, infraction report, investigation or court order or requirement ("communications" or "notices") from authorities that may demand the submission of information and/or clarification concerning fraud or alleged fraud, or non-compliance with laws or regulations. Dexco Revestimentos Cerâmicos S.A. shall further endeavor to provide copies to PwCAI of statements, responses, considerations and other communications with such authorities in response to communications received.
17. The examination shall be carried out with the main purpose of drafting the book-value net assets valuation report in connection with the merger of Dexco Revestimentos Cerâmicos S.A. into Dexco S.A., and shall not be planned or carried out to meet the needs of other transactions or the specific expectations of third parties; as a consequence, matters of potential interest of third parties may not be specifically addressed. Third parties might examine certain matters

in a different manner, possibly in connection with a different specific transaction.

- 18 By executing the present letter of retainer, Dexco Revestimentos Cerâmicos S.A. agrees to reimburse PwCAI of any expenditures that the latter may incur arising from complaints raised by third parties in connection with the audit works conducted at the request to Dexco Revestimentos Cerâmicos S.A., as long as they do not arise from unlawful actions or non-compliance with professional standards on the part of PwCAI.
- 19 PwCAI shall answer for potential direct damages caused to Dexco Revestimentos Cerâmicos S.A., contractual or otherwise, arising from substantiated actions or omissions, up to the limit of the total amount of the herein agreed fees. This limitation shall not apply to damages arising from willful or fraudulent misconduct, nor to those of a labor, social security, tax, environmental nature arising from facts that are the sole responsibility of PwCAI and/or its employees, the amounts of which, when greater than the previously mentioned limit, shall be determined in a specific lawsuit and settled by the offending party in line with the applicable final court ruling. PwCAI shall not be held responsible for any consequential, indirect, punitive, exemplary or special damages, nor for facts arising from or associated with the use of third-party software, information or materials that may have been selected by the Client or provided thereby to PwC.
- 20 PricewaterhouseCoopers shall refer to the overall group of PricewaterhouseCoopers firms, each a fully autonomous and independent legal entity, organized as a network of societies. PwCAI may, at its discretion, use and/or contract the resources of other PwC firms and/or of third parties (hereinafter the "PwC contractors"), in Brazil or abroad, in connection with the provision of the services and/or for the purposes of compliance with internal, administrative and/or regulatory requirements. Each PwC Contractor shall be subject to secrecy requirements materially similar to those of PwCAI. Therefore, you agree that PwCAI may provide information that PwCAI shall receive in connection with the present agreement to PwC Contractors for such purposes. PwCAI shall have sole responsibility for the provision of the services (including those executed by PwC Contractors) and for protecting the information provided to PwC Contractors.
- 21 Notwithstanding the contents of the foregoing paragraph, during the provision of the audit services, PwCAI may, at its discretion, use the resources of other societies and firms party to the PricewaterhouseCoopers world network ("Other PricewaterhouseCoopers Firm(s)"). However, responsibility for the drafting and production of the reports associated with the present letter of retainer is and shall remain exclusively PwCAI's, and you agree, as provided hereunder, not to file claims (based on contract, civil law, or any other) against any Other PricewaterhouseCoopers Firm(s), or the respective partners, employees and representatives in connection with the audit services under the present letter of retainer. Any professional of Other PricewaterhouseCoopers Firm(s) involved in

the provision of the services agreed under the present letter of retainer shall act exclusively on behalf of PwCAI. PwCAI takes full and exclusive responsibility for the actions of professionals of Other PricewaterhouseCoopers Firm(s) hereby involved in the provision of the services hereunder, as provided in Paragraph 20.

- 22 As you know, several rules exist to prevent the crimes of money laundering and similar, including Law 9.613/98 and Law 12.683/12, according to which auditors, advisors and accounting, tax and business consultants are bound to report to the Financial Activities Control Board ("Conselho de Controle de Atividades Financeiras" – COAF) any of the circumstances mentioned in the foregoing laws and in the regulations approved by COAF and/or other regulators of the professional activities that PwCAI carries out. The parties shall hereby abide strictly by those laws, as well as by Law No 12.846/2013 ("Anti-Corruption Law "). Any reporting duties to which PwCAI may be subject under the laws, if required on the part of PwCAI, are not and shall not be breaches of the professional and/or contractual secrecy duties to which PwCAI is subject.
- 23 Over the course of our work, it is common for us to develop software, including spreadsheets, documents, databases and other electronic tools as supporting materials. In some cases, we may make such instruments available to Dexco Revestimentos Cerâmicos S.A., as well as data and documents, upon formal request. Given that these tools have been specifically developed for our own purposes, without, therefore, taking into account any other purposes for which Dexco Revestimentos Cerâmicos S.A. may use them, they shall be provided in a non-custom format, for the exclusive use of Dexco Revestimentos Cerâmicos S.A., and shall not be delivered to or shared with third parties. Therefore, we shall not be held liable in connection with the sufficiency or adequacy of software tools for any purposes for which Dexco Revestimentos Cerâmicos S.A. may use them. Any specific software tools developed for Dexco Revestimentos Cerâmicos S.A. shall be the subject of a separate letter of retainer.
- 24 Any methodologies, tools and working papers and files we create over the course of the auditing works, including electronic documents and files, shall be the exclusive property of PwCAI, pursuant to the standards that govern our professional activities.
- 25 Furthermore, for the greatest possible expeditiousness and objectivity in the provision of our professional services, we may use electronic messages (e-mail), whose transmission may be intercepted, corrupted, destroyed, delayed or rendered incomplete, or even improperly altered by third parties, despite our protective measures against the violation of our electronic communication systems.
- 26 It is hereby agreed that the offer and consequent retainer, from one party to the other, of the professionals and representatives directly involved in the provision of the Services hereunder, including members of the auditing team, for the duration of the engagement, shall only take place with the prior assessment by PwC of potential conflicts of independence that the present retainer may cause.

- 27 Our fees are estimated based on the time spent by the professionals allocated to the engagement. Individual hourly fees vary according to the level of responsibility involved and the required experience and skill.
- 28 We estimate that our fees for this audit engagement shall total two hundred and two thousand Brazilian Reais (R\$ 202,000.00), net of any taxes, fees, contributions and other charges that may apply to the services retained, in addition to any expenses we may incur. This estimate considers the agreed level of preparation and support on the part of Dexco Revestimentos Cerâmicos S.A. personnel; if such assistance is not provided, or if other circumstances arise causing an increase in effective time spent relative to the estimate, we will make Management aware of such a fact.
- 29 The fees shall be paid as a lump sum due March 30, 2024. The invoices presented shall be deemed due upon issuance.
- 30 Our fees assume the following:
- (a) The support of Dexco Revestimentos Cerâmicos S.A. personnel in connection with the prior preparation of analyses (analysis requests) and accounts reconciliations as needed for the accounts closing and balance sheet preparation process, which are indispensable for audit examination, in addition to the identification and separation of filed documents and the provision of information in response to our inquiries.
It is worth emphasizing that timely, accurate and full completion of analysis requests (to be provided in advance) is crucial for the efficiency performance of our works in line with the proposed hours budget. The process that we embrace of asking clients to prepare such analyses and statements is beneficial and economical, as our time can then be devoted entirely to the review of information and data associated with the accounts, instead of compilation thereof.
 - (b) Extraordinary consultations involving specialized departments or services of ours shall be the subject of separate fees invoices from the ones above, after your prior review and approval.
 - (c) Expenses involving transportation (land or air), room and board, telephone calls, fax transmissions, land travel tickets, mileage, etc. shall be invoiced in separate, periodically, by means of debit notes and at cost.
 - (d) Fees shall be subject to review by the parties whenever contract imbalance arises from changes in the domestic economic and financial panorama, or in the event of an increase in the scope of the hereby agreed services, to be formalized in writing by means of an amendment to be executed by both parties.

- (e) The amount of our fees excludes taxes, fees, contributions and other charges applicable to the hereby agreed services, which shall be added to the invoices in line with the applicable law on the date of each invoice.
- 31 Dexco Revestimentos Cerâmicos S.A. shall settle the invoices by the date due. In the event of late payment, Dexco Revestimentos Cerâmicos S.A., shall be deemed in arrears and obliged to pay the late amount accrued of a two (2) percent fine, one (1) percent monthly late-payment interest, and pro-rated inflation restatement at the Índice Geral de Preços de Mercado (IGPM) as published by Fundação Getulio Vargas. Late payment shall entitle PwCAI, at its discretion and without prejudice of the ability to terminate the present retainer, to suspend the provision of services until regular payment is made, pursuant to explicit notice to Dexco Revestimentos Cerâmicos S.A., which circumstance shall not entitle Dexco Revestimentos Cerâmicos S.A. to any claims in connection with agreed periods, which shall be extended for as many days as the number of days of the herein described delay.
- 32 Any additional services that you may request and that we agreed to provide shall be the subject of a separate written agreement
- 33 We wish to provide consistently qualitative services that meet your needs. If, at any time, you may wish to review with our professionals any means of improvement to our services, or if you disagree with an aspect of our services, kindly bring the matter immediately to the attention of the partner in charge. If, for any reason, you prefer to address such aspects with other, you may contact our leading consulting partner, Mr. Washington Cavalcanti (11 4004-8000), as needed. We can thus ensure that you will be given all the attention needed at the appropriate time.
- 34 Irrespective of the foregoing, PwCAI has in place a client satisfaction monitoring system that relies on interviews and questionnaires submitted by sampling each year.
- 35 The herein formalized agreement shall be governed and construed according to the laws of the Federative republic of Brazil, and the parties hereby irrevocably name and accept the courts of São Paulo to rule on any claims, disputes or controversies, including, without limitation, compensation claims or counterclaims originating from or associated with the present agreement. Each party hereby irrevocably waives the filing of any claim that proceedings have been filed in a non-applicable jurisdiction, or that such courts lack jurisdiction.
- 36 We kindly ask you to acknowledge receipt of the present letter and to indicate your agreement with the terms of the retainer, returning the hereby attached copy with your signature at the appropriate point below. If your agreement cannot be expressed within the next 30 days, we reserve the right to revise the periods, terms and other conditions of the present letter of retainer.

37 Should you require additional information or wish to discuss in greater detail the terms of the retainer, we remain at your service to provide the required clarification.

Regards,

PricewaterhouseCoopers Auditores Independientes Ltda. –
CRC 2SP000160/O-5