

## **DOTZ S.A.**

Publicly Held Company with Authorized Capital  
CNPJ No. 18.174.270/0001-84  
NIRE No. 35.300.453.166

### **MATERIAL FACT**

**DOTZ S.A.** (B3: DOTZ3) ("Company" or "Dotz") informs its shareholders and the general market, in compliance with paragraph 4, art. 157 of Law No. 6,404, of December 15, 1976, as amended ("Brazilian Corporate Law") and with CVM Resolution No. 44, of August 23, 2021, as an update to the Material Fact published by the Company on March 3<sup>rd</sup>, 2022, the following:

On the date herein, the Company has executed an "Investment Agreement" (*Acordo de Associação*) with Noverde Tecnologia e Pagamentos S.A. ("Noverde"), Noverde Correspondente Bancário Ltda. ("Noverde Ltda." and, when referred with Noverde, the "Companies") and certain founding shareholders of Noverde ("Agreement").

#### **Strategic Rationale of the Transaction**

Noverde's acquisition is another step by Dotz towards the expansion of the cross-selling strategy of products and financial services (cards, credit and BNPL) in Dotz's ecosystem, further enhancing Dotz's existing assets, such as Data, Score, Dotz points, presence in the consumption journey and qualified client Base (effective customers).

Noverde complements important deliveries that Dotz has been executing in its Techfin pillar, which already includes payment solutions directly with Dotz points, through the conversion of Dotz points into cash in Dotz Digital Account and the offering of co-branded credit cards. Dotz partnership with AntGroup is another relevant element, provided its current support in digital finance matters.

With Noverde's acquisition, Dotz' Techfin operation is complete, with a scalable platform, capabilities, qualified team with a track record in credit activities, a customer base with more than 50 million individuals, data and a strong brand, through which Dotz intends to substantially accelerate the way of developing credit activities and providing financial services to Dotz ecosystem clients in their omnichannel consumption journey. .

#### **About Noverde**

Noverde is a start-up that develops credit solutions to private individuals through B2B2C (business-to-business-to-consumer) partnerships. Holding a credit and collection infrastructure, it already has attended more than 200 thousand clients. Founded in 2016, Noverde seeks to offer a differentiated digital experience, obtaining ratings above the average of the market. Noverde's app currently has a 4.1 rating on GooglePlay, being that Noverde's customer satisfaction results in NPS (Net Promoter Score – methodology of customer satisfaction) of 88%.

Currently, Noverde has a team with approximately 100 professionals, being that almost 70% of them are in technology, credit and collection areas.

#### **Structure of the Transaction**

Pursuant to the terms and conditions agreed between the parties, the Company shall become the holder of the totality of shares issued by Noverde (and, indirectly, the quotas issued by Noverde Ltda.), through the purchase of shares issued by Noverde and the merger of total remaining shares (*incorporação de ações*) of Noverde by the Company ("Transaction"). The current founding partners and the main officers of Noverde shall remain working in the business, with incentives aligned to the development of Noverde's operations and the achievement of goals by Noverde.

The Agreement establishes, among other rights, obligations and conditions precedent, that the Transaction shall be implemented with the (a) purchase, by the Company, through the purchase and sale of shares issued by Noverde, representative of 49.9587% of Noverde's capital with the total payment of R\$35,699,260.79 (thirty-five million, six hundred and ninety-nine thousand, two hundred and sixty reais and seventy-nine cents ), being the payment in cash and installments ("Purchase and Sale"); and (b) merger, by the Company, of the remaining shares issued by Noverde, pursuant to article 252 of the Brazilian Corporate Law ("Merger of Shares"), which, if approved by the Company's and Noverde's shareholders, shall result in the issuance, in favor of Noverde's shareholders, of (a) 372,026 (three hundred and seventy-two thousand two hundred and six) common shares issued by the Company (DOTZ3); and (b) warrants whose exercise shall be conditioned to the terms and conditions established in the respective issuance certificates, that shall give to certain shareholders of Noverde the right to subscribe up to 4,766,831 (four million, seven hundred and sixty-six thousand, eight hundred and thirty-one) common shares issued by the Company (DOTZ3), provided that the amount of shares mentioned in this item (b) is the maximum limit and may vary due to the achievement of certain conditions, including operational and financial performance indicators established between the parties in the Agreement.

Subject to the terms of the Agreement and upon the obtaining of the applicable appraisal report, the officers of the Company and Noverde shall execute a Protocol and Justification of the Merger of Shares (*Protocolo e Justificação*) and shall call a general meeting of the Company and Noverde to vote on the approval of the Protocol and Justification of the Merger of Shares. Therefore, information about the Merger of Shares shall be timely disclosed to the shareholders of the Company and Noverde for the voting in the respective general meetings, as well the documents and information related to calling and holding the general meetings.

#### **Conditions Precedent of the Transaction**

The Transaction, if approved as it is, shall not lead to the application of articles 264 and 256 of the Brazilian Corporate Law, because currently there is no relationship of control between the Company and Noverde, and the Company shall hold Noverde's control through merger of shares.

The consummation of the Transaction is subject to the fulfillment of conditions precedent that are usual for this type of Transaction, including, without limitation, the approval, by the shareholders of the Company, of the Merger of Shares.

#### **Right of Dissent and Appraisal**

If the Merger of Shares is approved in the general meeting of the Company, the dissenting shareholders shall be entitled to the right of dissent and appraisal due to the Merger of Shares, pursuant to the Brazilian Corporate Law. The details about the exercise of the right of dissent and appraisal will be timely communicated to the market.

Without prejudice to the information listed above, in compliance with article 3<sup>rd</sup> of CVM Resolution No. 565, of June 15, 2015, as amended, the Company attaches Schedule I to this material fact, which describes the main terms and conditions applicable to the Merger of Shares.

The Company will keep the shareholders and the market duly informed about the relevant developments of the matters addressed herein.

São Paulo, April 4, 2022.

**DOTZ S.A.**

**Otávio Augusto Gomes de Araujo**  
Chief Financial and Investor Relations Officer

## SCHEDULE I

### AVAILABLE INFORMATION RELATED TO THE MERGER OF SHARES

#### 1. DEFINITION OF THE COMPANIES INVOLVED IN THE TRANSACTION AND BRIEF DESCRIPTION OF THE ACTIVITIES PERFORMED BY THEM

1.1. Definition of the Company. DOTZ S.A., publicly held company with head offices in the city of São Paulo, State of São Paulo, at Rua Joaquim Floriano, No. 533, 15<sup>th</sup> floor (part), ZIP Code 04534-011, registered in the National Register of Corporate Taxpayers (*Cadastro Nacional de Pessoas Jurídicas*) ("CNPJ") under No. 18.174.270/0001-84.

1.2. Description of the Main Activities of the Company. The Company, through an unique omnichannel ecosystem of B2B2C (business-to-business-to-consumer) engagement in Brazil, involving millions of consumers and billions in consuming habits, operates in serial monetization in three different markets through its platform: loyalty (including Dotz points, cash-back and coupons), marketplace (several suppliers in the same virtual space) and tech fin (technological financial solutions).

1.3. Definition of Noverde. NOVERDE TECNOLOGIA E PAGAMENTOS S.A., closely held corporation with head offices in the city of São Paulo, State of São Paulo, at Rua Purpurina, No. 396, conjunto 24, Sumarezinho, ZIP Code 05435-030, registered in the CNPJ under No. 23.698.063/0001-69.

1.4. Description of the Main Activities of the Companies. Noverde and Noverde Ltda. operates a digital platform for intermediation in the supply of credit to individuals (including with the use of technologies for risk analysis, collection and pricing).

#### 2. DESCRIPTION AND PURPOSE OF THE TRANSACTION

2.1. The Transaction contains the following steps, which are all interdependent and binding to each other, and that must be implemented successively and connectedly, whose efficacy and consummation are subject to the applicable corporate approvals and to the performance of the conditions precedent (or the respective waiver to its performance), as defined in the Agreement:

- (i) Purchase, by the Company, in the date of the closing of the Transaction, of shares issued by Noverde representing 49.9587% of Noverde's capital, with rights and duties inherent to them, including any political and economic rights ("Noverde's Transferred Shares"), pursuant to the Agreement;
- (ii) The merger, by the Company, in the date of the closing of the Transaction, of the remaining shares issued by Noverde, in accordance to article 252 of the Brazilian Corporate Law, with the conversion of Noverde into a wholly-owned subsidiary of the Company and the issuance of new common shares of the Company, registered, book-entered and without par value to be delivered to Noverde's shareholders at the time of the Merger of Shares, pursuant to the Agreement; and
- (iii) The issuance of five series of warrants to certain shareholders of Noverde, being observed the proportion established by the Agreement, as an additional benefit in the scope of the Merger of Shares, whose conditions for exercise shall be conditioned to the terms and conditions established by the respective warrants ("Warrants").

Purpose. Noverde's acquisition is another step by Dotz towards the expansion of the cross-selling strategy of products and financial services (cards, credit and BNPL) in Dotz's ecosystem, further

enhancing Dotz's existing assets, such as Data, Score, Dotz points, presence in the consumption journey and qualified client Base (effective customers).

### **3. MAIN BENEFITS, COSTS AND RISKS OF THE TRANSACTION**

3.1. Benefits. With Noverde's acquisition, Dotz' Techfin operation is complete, with a scalable platform, offering capacity, qualified time with a credit track record, customer base with more than 50 million people, data and a strong brand, through which Dotz intends to substantially accelerate the way of developing credit activities and providing financial services to Dotz ecosystem clients in their omnichannel consumption journey.

3.2. Costs of the Transaction. It is estimated that the total costs and expenses of the Company for executing the Transaction, including legal advisors, appraisers and auditors' fees and the costs for drafting and publishing the corporate acts, should not exceed the amount of approximately R\$3,000,000.00 (three million reais).

3.3. Risks of the Transaction. The board of the Company understands that the fulfillment of the Transaction does not increase the risk exposure of the Company and does not materially impact the risks of the Company's shareholders, investors and interested third parties.

### **4. REPLACEMENT OF SHARES**

4.1. Replacement of Shares. The officers of the Company and Noverde have negotiated and agreed with the following replacement of shares, subject to the conclusion of Noverde's corporate reorganization as it is currently negotiated:

#### 4.1.1. Noverde's Common Shares:

- (a) 0.37154 common shares, registered, book-entered and without par value issued by Dotz, for each 1 (one) common share, registered and without par value issued by Noverde and of its ownership, resulting in the total issuance, by Dotz, of 362,850 (three hundred and sixty-two thousand, eight hundred and fifty) new common shares, registered, book-entered and without par value to holders of common shares issued by Noverde ("New Common Shares").
- (b) 3 (three) warrant A ("Warrant A"), which shall entitle the holder to subscribe, in aggregate, up to 1,451,381 (one million, four hundred and fifty-one thousand, three hundred and eighty-one) common shares, registered, book-entered and without par value issued by Dotz ("Shares Warrant A"), pursuant to the Protocol and Justification of the Merger of Shares.
- (c) 3 (three) warrant B ("Warrant B"), which shall entitle the holder to subscribe, in aggregate, up to 2,000,000 (two million) common shares, registered, book-entered and without par value issued by Dotz ("Shares Warrant B"), pursuant to the Protocol and Justification of the Merger of Shares.

#### 4.1.2. Noverde's Class C Preferred Shares:

- (a) 0.31156 common shares, registered, book-entered and without par value issued by Dotz, for each 1 (one) class C preferred share, registered and without par value issued by Noverde and of its ownership, resulting in the total issuance, by Dotz, of 9,354 (nine thousand, three hundred and fifty four) new common shares, registered, book-entered and without par value to holders of class C preferred shares issued by Noverde ("New Preferred Shares C"); and
- (b) 7 (sete) warrant C ("Warrant C" and, when referred with Warrant A and Warrant B, "Warrants"), which shall entitle the holder to subscribe up to 37,415 (thirty seven thousand, four hundred and fifteen) common shares, registered, book-entered and without par value

issued by Dotz ("Shares Warrant C"), pursuant to the Protocol and Justification of the Merger of Shares.

4.1.3. Noverde's Classes D and E Preferred Shares:

- (a) 1 (one) common share, registered, book-entered and without par value issued by Dotz, for each 1 (one) class D or E, registered and without par value issued by Noverde and of its ownership, resulting in the total issuance, by Dotz, of 1 (one) new common share, registered, book-entered and without par value to holders of class C preferred shares issued by Noverde ("New Preferred Shares C"); and
- (b) 1 (one) warrant D and 1 (one) warrant E ("Warrants D and E" and, when referred with Warrant A, Warrant B and Warrant C, "Warrants"), which shall entitle the holder to subscribe up to 1,278,035 (one million, two hundred seventy-eight thousand and thirty-five) common shares, registered, book-entered and without par value issued by Dotz ("Shares Warrant D and E" and, when referred with Shares Warrant A, Shares Warrant B and Shares Warrant C, "Shares Warrants"), pursuant to the Protocol and Justification of the Merger of Shares.

4.2. Pursuant to this item 4, if the Merger of Shares is approved, Dotz may be entitled to issue (a) up to 372,206 (three hundred and seventy-two thousand, two hundred and six) New Dotz Shares, representing up to 0.2810% of the shares issued by Dotz, in the date of the Merger of Shares approval by Dotz and Noverde's extraordinary general meetings; and (b) up to 4,766,831 (four million, seven hundred and sixty-six thousand, eight hundred and thirty-one) Shares Warrants, as the Warrants are exercised.

**5. CRITERIA FOR ESTABLISHING THE REPLACEMENT OF SHARES**

5.1. Criteria for Establishing the Replacement of Shares. The replacement of shares ratio presented above was freely negotiated and agreed between the officers of the Company and Noverde, which are independent parties and relied on the advice of its respective financial advisors for the analysis of the financial parameters of the Transaction, and reflects the respective analysis of the officers of the Companies and the nature of its activities within a set of economical, operational and financial premises, and was considered fair and equitable by the Companies bodies.

**6. MAIN ASSETS AND LIABILITIES THAT SHALL FORM EACH PART OF THE PATRIMONY IN CASE OF SPIN OFF**

6.1. Not applicable.

**7. APPROVALS OF GOVERNMENTAL AUTHORITIES**

7.1. Not applicable.

**8. IN THE TRANSACTIONS INVOLVING CONTROLLING, CONTROLLED COMPANIES OR COMPANIES UNDER COMMON CONTROL, THE RATIO OF REPLACEMENT OF SHARES CALCULATED IN ACCORDANCE WITH ARTICLE 264 OF LAW No. 6.404 OF 1976.**

8.1. Not applicable.

**9. APPLICABILITY OF DISSENT AND APPRAISAL RIGHTS AND REPAYMENT AMOUNT**

9.1. Appraisal and Dissent Right of the Shareholders of the Company. It shall be insured to the shareholders of the Company who do not approve the Merger of Shares, be it by dissent, abstention or non-appearance, the right to withdraw from the Company, according to article 252, § 1º of the Brazilian Corporate Law. These shareholders may exercise their right of dissent and appraisal in

relation to the shares of the Company, to which they are proven to be holders, uninterruptedly, since the final shareholders position of March 3<sup>rd</sup>, 2022, date of the first material fact about the Transaction, and the date of the effective exercise of the right of appraisal. According to article 230 and article 137, IV, § 1.º e § 4.º of the Brazilian Corporate Law, the shareholders shall, under penalty of peremption, exercise their right of dissent and appraisal within 30 (thirty) days from the publication of the general assembly meeting minutes of the Company in which the Merger of Shares was approved, in accordance to article 230 of the Brazilian Corporate Law. Since the net equity of the Company calculated according to the established by article 8 of the Company's bylaws, which corresponds to the equity book value per share in the last financial statements approved by the general meeting of the Company (without prejudice of the right to withdrawal special balances) resulted in a negative amount, the repayment amount shall equal zero reais per share and, therefore, there are not any amount to be paid to the shareholders who exercise their dissent and appraisal rights.

9.2. Dissent and Appraisal Right of Noverde's Shareholders. Since Noverde shareholders, because of the Agreement and other documents of the Transaction, obliged themselves to vote for the approval of the Merger of Shares, there shall not be dissenting shareholder from the resolution of the general meeting of Noverde that approves the Merger of Shares legitimated to exercise their right of dissent and appraisal established by article 137 and article 252, § 2.º of the Brazilian Corporate Law.

## **10. OTHER RELEVANT INFORMATION**

10.1. Consummation of the Transaction and Conditions Precedent. The consummation of the Transaction is subordinated, in the terms of article 125 and 126 of the Brazilian Civil Code, to the implementation, cumulatively, or waiver, when applicable, of the conditions precedent set in the Agreement ("Conditions Precedent") and shall occur only if after the approval of the Transaction at the extraordinary general meeting of the Company and Noverde, the performance (or waiver, as the case may be) of the Conditions Precedent, the execution, by the Company and by the founders of Noverde, of a closing certificate and the consummation of all closing acts established in the Agreement.

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