

## SLC AGRÍCOLA S.A.

### Bylaws of the Fiscal Council

#### PURPOSE

**Article 1.** These Bylaws of the Fiscal Council ("Fiscal Council"), subject to the provisions of Law no. 6.404/76, the Articles of Incorporation and the CVM, have the purpose of regulating the operation, structure, organization, responsibilities, attributions and activities of the Fiscal Council ("Council") of SLC Agrícola S.A. ("Company"), as well as the presentation of opinions and the formulation of representations of the Joint Board with the management bodies and the General Meeting of the Company.

#### COMPOSITION

**Article 2.** When instated, the Fiscal Council shall be composed of at least, three (3) and at most five (5) sitting and deputy members, in equal number, provided that they meet the legal requirements and are elected by the General Meeting.

**Article 3.** Among the effective members of the Council, the President will be elected, by majority vote, at the first meeting of the Council after the election of its members at the General Meeting, which will exercise their duties until the end of its term as Fiscal Council Member.

**Paragraph 1.** The President of the Council must: a) call and preside over the meetings of the Council; b) send, to whom it may concern, the resolutions of the Council; c) to prepare the agenda and calendar of the meetings; d) to prepare the minutes of the meetings; e) to comply with and enforce the Bylaw of the Council; f) to represent the Council before the other bodies of the Company, including attending the General Shareholders Meeting to present the opinions and representations of the Council and respond to requests for information and clarification made by shareholders, without prejudice to the presence and manifestation of any of the other directors.

**Paragraph 2.** The duties of a member of the Council cannot be delegated. In the event of an absence, impediment, resignation or death, the member will be replaced by their respective alternate.

**Paragraph 3.** In the eventual absence of the President, the meetings of the Council will be conducted by another member of the Council, chosen, at the time, by the other fiscal council members.

**Paragraph 4.** In the event of vacancy of the position of President, a new president will be elected, whose duties will be exercised until the end of the term of office of the replaced president.

#### COMPETENCE

**Article 4.** The Council must perform the duties provided for in article 163 of Law 6.404/76.

### **ACTIVITY**

**Article 5.** The Council must meet ordinarily by the end of the second month following each calendar quarter and, extraordinarily, whenever necessary, to resolve on urgent matters.

**Paragraph 1.** Council meeting may be held by telephone conference, videoconference or by any other means of communication that allows the identification of the member and simultaneous communication with all other persons present at the meeting.

**Paragraph 2.** Council meetings may be called, extraordinarily, by the President, by 2 (two) members of the Council, by the Chairman of the Company's Board of Directors, by the Chief Executive Officer, or whenever requested by the external and/or internal auditors.

**Paragraph 3.** The calls for meetings will be made by letter with acknowledgment of receipt (AR), or correspondence under protocol, or telegram with acknowledgment of receipt, or telefax, or electronic means, with confirmation of receipt not automatically issued by software, or communication equipment, or even judicial or out-of-court notification delivered to each member of the Council at least 5 (five) days before the date of the meeting, and the agenda matters, the date, time and place of the meeting must be included in the call.

**Paragraph 4.** The call for meetings attended by all members of the Council is waived.

**Article 6.** Council meetings may be validly opened when at least a simple majority of its members is present, and the resolutions are taken by the majority of those present, and the President, in the event of a tie, will have the casting vote.

**Article 7.** The Council must meet in the building where the Company's headquarters is located or elsewhere, provided that, in the latter case, there has been prior agreement of the members in office.

**Article 8.** In addition to the members of the Council, the Secretary may participate in the meetings, without the right to vote.

**Article 9.** The Company's Officers, auditors, employees, consultants and members of the Board of Directors may be invited to participate in the meetings, without voting rights, remaining for as long as the subject of their specialty is under discussion.

**Article 10.** The minutes of meetings of the Council will be transcribed in the Book of "Minutes and Opinions of the Fiscal Council", which will be kept, together with the other corporate books, at the headquarters

of the Company, and the disclosure of the minutes will observe the same rules for disclosure of the minutes of the Board of Directors.

### **REQUEST FOR INFORMATION, CLARIFICATIONS AND STATEMENTS**

**Article 11.** The Council, through its President, motivated by a request (in writing and reasoned) from any of its members, will request from the management bodies, or the Company's independent auditors, clarifications or information necessary for the exercise of its duties, as well as the preparation of special financial or accounting statements.

**Sole paragraph.** If the Council decides to dismiss the request for information, it will still be forwarded to the Company's management, but accompanied by an extract from the minutes of the meeting that examined it.

**Article 12.** Documents and information that have not been published in accordance with the law, made available to the Council by the Company's management, will be kept confidential to protect the interests of the Company, its shareholders and the market, and may not be disclosed to third parties.

**Sole paragraph.** The examination of the documents will only be allowed at the Company's registered office.

**Article 13.** The Council must always comply, in writing and through its President, with requests made by shareholders of the Company based on paragraph 6 of article 163 of Law 6.404/76.

### **DUTIES AND RESPONSIBILITIES**

**Article 14.** Council members have the same duties as managers in the exercise of their mandates and must: (i) perform their duties in the exclusive interest of the Company; (ii) serve the Company with loyalty and maintain secrecy about its business; (iii) keep confidential information not yet disclosed to the market, obtained due to their position; and, (iv) reserve and maintain availability in their agenda to attend calls for Council meetings, based on the previously disclosed calendar.

**Article 15.** The Council members are prohibited from: (i) taking loans or resources from the Company and using, for their own benefit, assets belonging to it; (ii) receiving any form of advantage due to the exercise of the position; (iii) using, for their own benefit or that of another, with or without prejudice to the Company, the commercial opportunities of which they are aware due to the exercise of their position; (iv) omitting to exercise or protect the Company's rights; (v) acquiring, to resell with profit, an asset or right that they know necessary to the Company or that it intends to acquire; (vi) using privileged information to obtain an advantage for themselves or for others; and (vii) intervening in operations that have a conflicting interest with the Company, and, in this case, must state the causes of their impediment in the minutes.

**Article 16.** Council members will be liable for damages resulting from omission in the performance of their duties and from acts performed with guilt or intent.

**Article 17.** Council members will not be liable for the unlawful acts of other members unless he or she conspires with them or contributes to the commission of the act.

**Article 18.** The responsibility of the members of the Council for omission in the performance of their duties is joint and several, but the dissenting member who consigns their divergence in minutes of the body's meeting and notify the management bodies and the General Meeting is exempt from it.

### **CONFLICT OF INTEREST**

**Article 19.** Council members are prohibited from participating in any discussions in which they have a conflicting interest with that of the Company.

**Paragraph 1.** A Council member who has a conflicting interest with that of the Company must express, in a timely manner, his/her conflict of interest or particular interest to the other members of the Council.

**Paragraph 2.** In the event that the member who has an interest conflicting with that of the Company does not comply with the obligation established in paragraph 1 above, the other members of the Executive Board, if they are aware of it, must comply with it.

**Paragraph 3.** In any of the situations explained in paragraphs 1 and 2 above, as soon as the conflict of interest is identified to a specific topic, the conflicted member must withdraw, including physically, from discussions and resolutions on the subject.

**Paragraph 4.** The temporary removal of the conflicted member will be recorded in minutes, which will contain the nature and extent of the conflict and/or interest.

### **CONTRACTING EXTERNAL CONSULTANCY**

**Article 20.** To better analyze and assess issues of relevance to the Company, the Council may request the contracting of external consultants to issue opinions to support decision-making, observing that: i) the process of contracting services must be subject to the Company's contracting rules; ii) the resources must be approved in the form of article 163, paragraph 8 of Law no. 6.404/76; and, iii) the limits of reasonableness and probity in ordering such expenses and compatible with similar services contracted by the Company must be observed.

### **ACTIVITY OF THE FISCAL COUNCIL IN CONTROLLED COMPANIES AND AFFILIATES**

**Article 21.** The Council may analyze the documents of the controlled companies and/or affiliates that have served as the basis to prepare the Company's own financial statements. However, controlled companies and/or affiliates do not need to prepare specific documents for the Council, nor provide data or information that has not been submitted to the controlling company.

## SECREC Y AND CONFIDENTIALITY

**Article 22.** All members of the Council, prior to investiture in their respective positions, must sign a Confidentiality Agreement, in the form of the **Sole Annex** to these Bylaws.

**Sole paragraph.** The provisions of this article 22 also apply to the Secretaries and the External Consultancy, which must also sign the Confidentiality Agreement whose content is contained in the **Single Annex** to these Bylaws.

## GENERAL PROVISIONS

**Article 23.** These Bylaws will enter into force on the date of their approval by the Council, which may modify them at any time, with the favorable vote of the majority of its members and will take effect from the current accounting period on the opening date of the Council.

**Article 24.** Omitted cases will be resolved at a meeting of the Council.

**Article 25.** These Bylaws may be amended at any time by resolution of a majority of the members of the Council.

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"We hereby certify that this is the final complete wording of the Bylaws of the Fiscal Council of SLC Agrícola S/A, approved at the extraordinary meeting held on May 10, 2022."

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Maurício Rocha Alves de  
**Fiscal Council Member**

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Paulo Roberto Kruse  
**Fiscal Council Member**

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Edirceu Rossi Werneck  
**Fiscal Council Member**

**SOLE ANNEX TO THE BYLAWS OF THE FISCAL COUNCIL OF SLC AGRÍCOLA S.A.  
CONFIDENTIALITY AGREEMENT**

**UNDERTAKEN:** MAURÍCIO ROCHA ALVES DE CARVALHO, Brazilian, engineer, holder of identity card no. 04249242-1, registered under CPF/MF no. 709.925.507-00, resident in the city and state of São Paulo, with an address at Rua Canário, 515, apto 41.

**WHEREAS the** UNDERTAKEN is a member of the Fiscal Council of SLC Agrícola S.A. ("Company"), with a mandate until the next Annual General Meeting, participating in meetings and receiving confidential information relevant to the activities of the Company, its Controlled Companies and Affiliates;

**WHEREAS the** Bylaws of the Company's Fiscal Council, in its art. 22, determines to its members the obligation of secrecy and confidentiality, by signing this Confidentiality Agreement.

**The UNDERTAKEN undertakes the following:**

1.1. The Undertaken undertakes to maintain confidentiality about all documents and information, whether accounting, commercial, technical, legal and/or financial, including related to any amounts related to this Agreement, (collectively "Confidential Information"), provided by any of the other directors and/or managers, by partners or shareholders, by employees, by advisors or by collaborators of the Company, its Controlled Companies and Affiliates, in relation to this Agreement or in any other way related to the Company, its Controlled companies and/or Affiliates, and Confidential Information may only be used before the other bodies of the Company (Executive Board, Board of Directors and General Meeting), in the form of the Bylaws of the Fiscal Council, unless:

- (i) the Company, its Controlled Companies and/or Affiliates, by their specific bodies, consent in writing to the disclosure of the Confidential Information;
- (ii) the Confidential Information is public or becomes public by means other than breach of duty of confidentiality established herein;
- (iii) the Confidential Information is previously and legally known by third parties without any of the other Directors having contributed to the disclosure to such third parties, in the strictest good faith; or,
- (iv) the Confidential Information is requested, under the terms of the Law, by any Official Authority, and the The Undertaken is compelled to disclosure to consult, previously and in writing, with the Company, its Controlled Companies and/or Affiliates before disclosure is made.

1.2. The obligation of secrecy and confidentiality will remain valid even if the Confidential Information has become available to the Undertaken through another source or means not subject to this obligation of secrecy and confidentiality, including in cases where the Confidential Information is developed by the Undertaken independently and autonomously.

1.3. Confidential Information will include, among others, secrets, technical knowledge, records, reports, specifications, technical data, analyses, studies, proposals and interpretations, as well as commercial, marketing, logistics, contractual, legal and financial information, including, but not limited to, market analysis, investment and project development contracts, letters of intent, corporate agreements, protocols of understanding, development budgets, contracts and project drafts; contracts, models and financing proposals; as well as any notices, explanatory notes, assessment, opinions, recommendations or proposals and materials related to any of the above, and also plans, strategies, costs, uses, applications of services and results of investigations or experiments, pricing policy, financial information, business methods, procedure manuals and/or guidelines, training and recruitment processes, accounting procedures, situation and content of contracts entered into between the Company, its Controlled companies and/or Affiliates and third parties, the operational philosophy of the Company, its Controlled companies and/or Affiliates, methods and techniques and maintenance used, developed, investigated, conducted or disposed of by the Company, its Controlled companies and/or Affiliates, provided that they are not available to the public or kept confidential by the Company, its Controlled companies and/or Affiliates.

1.4. If the Undertaken is legally obliged to disclose any information integral to the Confidential Information, he/she must promptly send to the Company's Management, its Controlled companies and/or Affiliates a written notice in this regard, so that they have time to, when appropriate, propose the appropriate defense or precautionary measure or other appropriate remedy to avoid the need to disclose the Confidential Information, in part or in whole.

Porto Alegre, May 10, 2022

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Maurício Rocha Alves de Carvalho

**Fiscal Council  
Member**

**SOLE ANNEX TO THE BYLAWS OF THE FISCAL COUNCIL OF SLC AGRÍCOLA S.A.  
CONFIDENTIALITY AGREEMENT**

**UNDERTAKEN:** EDIRCEU ROSSI WERNECK, Brazilian, married, lawyer and bachelor in accounting, registered under CPF/MF no. 060.689.388-16, resident and domiciled at Rua João Bastian, nº 110, Porto Alegre/RS.

**WHEREAS the** UNDERTAKEN is a member of the Fiscal Council of SLC Agrícola S.A. ("Company"), with a mandate until the next Annual General Meeting, participating in meetings and receiving confidential information relevant to the activities of the Company, its Controlled Companies and Affiliates;

**WHEREAS the** Bylaws of the Company's Fiscal Council, in its art. 22, determines to its members the obligation of secrecy and confidentiality, by signing this Confidentiality Agreement.

**The UNDERTAKEN undertakes the following:**

1.1. The Undertaken undertakes to maintain confidentiality about all documents and information, whether accounting, commercial, technical, legal and/or financial, including related to any amounts related to this Agreement, (collectively "Confidential Information"), provided by any of the other directors and/or managers, by partners or shareholders, by employees, by advisors or by collaborators of the Company, its Controlled Companies and Affiliates, in relation to this Agreement or in any other way related to the Company, its Controlled companies and/or Affiliates, and Confidential Information may only be used before the other bodies of the Company (Executive Board, Board of Directors and General Meeting), in the form of the Bylaws of the Fiscal Council, unless:

- (i) the Company, its Controlled Companies and/or Affiliates, by their specific bodies, consent in writing to the disclosure of the Confidential Information;
- (ii) the Confidential Information is public or becomes public by means other than breach of duty of confidentiality established herein;
- (iii) the Confidential Information is previously and legally known to third parties without any of the other directors having contributed to the disclosure to such third parties, in the strictest good faith; or,
- (iv) the Confidential Information is requested, under the terms of the Law, by any Official Authority, and the Undertaken compelled to disclosure to consult, previously and in writing, with the Company, its Controlled Companies and/or Affiliates before disclosure is made.

1.2. The obligation of secrecy and confidentiality will remain valid even if the Confidential Information has become available to the Undertaken through another source or means not subject to this obligation of secrecy and confidentiality, including in cases where the Confidential Information is developed by the Undertaken independently and autonomously.

1.3. Confidential Information will include, among others, secrets, technical knowledge, records, reports, specifications, technical data, analyses, studies, proposals and interpretations, as well as commercial, marketing, logistics, contractual, legal and financial information, including, but not limited to, market analysis, investment and project development contracts, letters of intent, corporate agreements, protocols of understanding, development budgets, contracts and project drafts; contracts, models and financing proposals; as well as any notices, explanatory notes, assessment, opinions, recommendations or proposals and materials related to any of the above, and also plans, strategies, costs, uses, applications of services and results of investigations or experiments, pricing policy, financial information, business methods, procedure manuals and/or guidelines, training and recruitment processes, accounting procedures, situation and content of contracts entered into between the Company, its Controlled companies and/or Affiliates and third parties, the operational philosophy of the Company, its Controlled companies and/or Affiliates, methods and techniques and maintenance used, developed, investigated, conducted or disposed of by the Company, its Controlled companies and/or Affiliates, provided that they are not available to the public or kept confidential by the Company, its Controlled companies and/or Affiliates.

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Porto Alegre, May 10, 2022

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Edirceu Rossi Werneck  
**Fiscal Council  
Member**

**SOLE ANNEX TO THE BYLAWS OF THE FISCAL COUNCIL OF SLC AGRÍCOLA S.A.  
CONFIDENTIALITY AGREEMENT**

**UNDERTAKEN:** PAULO ROBERTO KRUSE, Brazilian, married, lawyer, OAB/RS 9.475, registered under CPF/MF no. 210.082.720-00, with business address at Rua Ramiro Barcelos, 1172, sala 117, Porto Alegre/RS, Zip code 90035-002.

**WHEREAS the** UNDERTAKEN is a member of the Fiscal Council of SLC Agrícola S.A. ("Company"), with a mandate until the next Annual General Meeting, participating in meetings and receiving confidential information relevant to the activities of the Company, its Controlled Companies and Affiliates;

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- (i) the Company, its Controlled Companies and/or Affiliates, by their specific bodies, consent in writing to the disclosure of the Confidential Information;
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- (iv) the Confidential Information is requested, under the terms of the Law, by any Official Authority, and the Undertaken is compelled to disclosure to consult, previously and in writing, with the Company, its Controlled Companies and/or Affiliates before disclosure is made.

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1.4. If the Undertaken is legally obliged to disclose any information integral to the Confidential Information, he/she must promptly send to the Company's Management, its Controlled companies and/or Affiliates a written notice in this regard, so that they have time to, when appropriate, propose the appropriate defense or precautionary measure or other appropriate remedy to avoid the need to disclose the Confidential Information, in part or in whole.

Porto Alegre, May 10, 2022

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Paulo Roberto Kruse  
**Fiscal Council  
Member**