

BOA VISTA SERVIÇOS S.A.

CNPJ/MF No. 11.725.176/0001-27

**Guide for Attendance in General Meeting and
Management Proposal**

Extraordinary General Shareholders' Meeting

Date: March 23, 2023

Time: 4:00 p.m.

INDEX

1. CALL NOTICE.....	3
2. GUIDANCE FOR ATTENDANCE	7
3. MANAGEMENT PROPOSAL	10
EXHIBIT I INFORMATION ON THE APPRAISERS.....	14
EXHIBIT II INVESTMENT APPRAISAL REPORT	16
EXHIBIT III ART. 256	17
EXHIBIT IV WITHDRAWAL RIGHT	23
EXHIBIT V COMPARISON OF THE BYLAWS WITH THE PROPOSED CHANGES	27
EXHIBIT VI CONSOLIDATED BYLAWS	28

1. CALL NOTICE

BOA VISTA SERVIÇOS S.A. **Publicly Held Company**

CNPJ/MF No. 11.725.176/0001-27
NIRE 35.300.377.605

CALL NOTICE OF THE EXTRAORDINARY SHAREHOLDERS' MEETING

The shareholders of **Boa Vista Serviços S.A.** ("Company") are hereby invited to convene in the Extraordinary Shareholders' Meeting ("General Meeting"), which shall be held **exclusively in electronic form**, on March 23, 2023 at 4:00 p.m., to resolve on the following agenda:

- (i) ratification of the appointment and engagement of Ernst & Young Assessoria Empresarial Ltda. ("EY") by the Company's management, as the specialized firm for the purposes of preparation of the appraisal report set forth in article 256, 1st paragraph, of Law 6,404/76 ("Brazilian Corporation Law") ("Investment Appraisal Report"), in the context of the formation of a joint venture (formed upon the incorporation of a new company that will aggregate equity stakes and businesses) between the Company, on the one hand, and RV Marketing, LLC and RV Technology, LLC, wholly-owned subsidiaries of Red Ventures, LLC, on the other hand ("Joint Venture"), which will involve the contribution of assets by the Company ("Investment");
- (ii) analysis and approval of the Investment Appraisal Report, for the purposes of article 256, 1st paragraph, of the Brazilian Corporation Law;
- (iii) approval of the Investment, in compliance with the provisions of article 256, II, b, of the Brazilian Corporation Law;
- (iv) amendment of the article 6 of the Company's bylaws to reflect the increase of the Company's capital stock, within the limit of the authorized capital, approved by the Company's Board of Directors; and
- (v) to authorize the Company's management to perform all acts necessary for the execution and performance of the resolutions that may be approved at the General Meeting, including, but not limited to, performing all acts necessary to carry out the Investment, as well as to ratify all acts already performed.

Instructions for Digital Participation: The General Meeting will take place exclusively digitally, by means of an electronic system of remote participation ("Digital Platform").

Shareholders who intend to participate in the General Meeting via Digital Platform shall access the address <https://www.tenmeetings.com.br/assembleia/portal/?id=EC09538B06E8>, complete their registration and attach all documents necessary for their qualification to participate and/or vote at the General Meeting, at least two (2) days prior to the date of the General Meeting (i.e., up to and including March 21, 2023) ("Registration"). After the approval of the Registration by the Company, the shareholder will receive his individual login and password to access the platform through the email used for Registration.

The Registration request must necessarily (i) contain the identification of the shareholder and, if applicable, of its legal representative who will attend the General Meeting, including their full names and their CPF or CNPJ, as applicable, and the requester's telephone and e-mail address; and (ii) be supported

by the documents necessary to participate in the General Meeting, as indicated below:

Documentation to be delivered to the Company	Individuals	Legal Entities	Investment Funds
Proof of ownership of shares issued by a central depository or bookkeeping agent	X	X	X
Brazilian Individual Taxpayers' Registry ("CPF") and Identity Card with a Picture of the shareholder or of its legal representative ⁽¹⁾	X	X	X
Consolidated and updated Articles of Association or Bylaws ⁽²⁾	-	X	X
Document that proves the granting of powers, including representation, if applicable ⁽²⁾	X ⁽³⁾	X	X
Consolidated and updated regulation of the fund	-	-	X

⁽¹⁾ Accepted Identity document: Identity Card (RG), National Register of Foreigners (RNE), Driver's License (CNH), passport and professional registry document, as publicly acknowledged;

⁽²⁾ For investment funds, the fund manager and/or administrator, with due regard to the vote policy.

⁽³⁾ In the case of representation by an attorney-in-fact.

In case of an attorney-in-fact or legal representative, it must register at <https://www.tenmeetings.com.br/assembleia/portal/?id=EC09538B06E8> with its information. After receiving the e-mail confirming the Registration, it must send, through the link sent to the e-mail informed in the Registration, the indication of each shareholder it will represent and attach the respective documents proving the status of shareholder and representation, as detailed above. The attorney-in-fact or legal representative will receive an individual e-mail about the qualification status of each shareholder registered in its account and will provide, if necessary, the complementation of documents in the terms and deadlines required by the Company. The attorney-in-fact or legal representative who may represent more than one shareholder may only vote at the General Meeting for the shareholders whose qualification has been confirmed by the Company.

Once their status and the regularity of the documents are validated by the Company after the Registration, the shareholder (or their attorney-in-fact, as the case may be) will receive instructions and guidance for accessing the Digital Platform, including, without limitation, the login and individual access password, which will authorize only a single access at the General Meeting. This information will be sent exclusively to the e-mail address used by the shareholder in the Register (or its respective attorney-in-fact, as the case may be). The Company also informs that, up to two (2) hours before the General Meeting's start time, a reminder about the General Meeting will be sent, which will not contain the login data and individual password to access the General Meeting.

If the shareholder (or its attorney-in-fact, as the case may be) does not receive the access instructions, he should contact the Board of Investor Relations, via e-mail ri@boavistascp.com.br, up to one (1) hour before the beginning of the General Meeting, so that the necessary support can be provided.

Shareholders who do not register and/or do not inform the absence of the receipt of the instructions for access to the General Meeting in the form and terms established above will not be able to participate in the General Meeting.

Shareholders undertake: (i) to use the individual invitations solely and exclusively for the remote participation in the General Meeting, (ii) not to transfer or disclose, in whole or in part, the individual

invitations to any third party, shareholder or not, being the invitation non-transferable, and (iii) not to record or reproduce, in whole or in part, nor transfer, to any third party, shareholder or not, the content or any information transmitted by virtual means during the General Meeting.

In advance to the access information that will be sent by e-mail to the duly registered shareholder, as described above, the Company requests the access to the Digital Platform to be made by videoconference (a mode in which the shareholder may attend the General Meeting and express itself by voice and video) in order to ensure the authenticity of the communications, except if the shareholder is requested, for any reason, to turn off the video functionality of the Digital Platform. It also requests, in order to maintain the smooth progress of the General Meeting, the shareholders to respect any maximum time that may be established by the Company for the manifestation of the respective shareholder after his request to speak and the opening of the audio by the Company.

On the date of the General Meeting, the access to the Digital Platform will be available from thirty (30) minutes before and until the beginning of the General Meeting.

The Company recommends the shareholders to access the Digital Platform at least thirty (30) minutes before the beginning of the General Meeting in order to avoid any operational problems, and to allow the access validation and participation of all shareholders.

To access the Digital Platform, the following are required: (i) computer with camera and audio that can be enabled; and (ii) internet access connection of at least 1mb (minimum bandwidth of 700kbps). Access by videoconference should ideally be made through the Google Chrome or Microsoft Edge browser, given that the Safari browser of the IOS system is not compatible with the Digital Platform. In addition, we recommend the shareholder to disconnect any VPN or platform that may be using its camera before accessing the Digital Platform. In case of any access difficulties, the shareholder should contact ri@boavistaspc.com.br.

In compliance with article 28, 1st paragraph, II, of CVM Resolution No. 81, the Company informs that it will record the General Meeting, being, however, prohibited its recording or transmission, in whole or in part, by shareholders who access the Digital Platform to participate and, as the case may be, vote in the General Meeting.

The Company is not responsible for operational or connection problems that the shareholders may experience, or any other situations not under the Company's control (e.g., unstable internet connection or incompatibility of the shareholder's equipment with the Digital Platform) that make it difficult or impossible for a shareholder to participate in the General Meeting.

The shareholders who participate in the General Meeting via Digital Platform, in accordance with the instructions above, will be considered present at the General Meeting, and will be considered to have signed the respective minutes and attendance book, pursuant to article 47, III, of CVM Resolution No. 81.

General Information: The Company informs that the documents related to this Call Notice, including those required by CVM Resolution No. 81, are available to shareholders at its headquarters, on its Investor Relations website (<https://ri.boavistaspc.com.br/>), as well as on the websites of the Brazilian Securities and Exchange Commission (<https://www.gov.br/cvm/pt-br>) and B3 S.A. – Brasil, Bolsa, Balcão (<http://www.b3.com.br/>).

February 28, 2023.

Alfredo Cotait Neto
Chairman of the Board of Directors

2. GUIDANCE FOR ATTENDANCE

Date and Time: The General Meeting will be held on March 23, 2023, at 4:00 p.m.

Quorum to Convene: The resolution on item (iv) of the agenda, on the proposal to amend the Company's bylaws, shall depend on the presence, on first call, of shareholders representing at least two-thirds (2/3) of the Company's voting capital stock, under the terms of article 135, *caput*, of the Brazilian Corporation Law. The other items on the agenda may be resolved, on first call, if shareholders representing at least one-fourth of the Company's voting capital stock are present, pursuant to article 125, *caput*, of the Brazilian Corporation Law.

We clarify that, in the event the higher quorum for installation above is not reached on first call, without prejudice to the possibility of resolving, on first call, on the items on the agenda whose quorum for installation is reached, a new call will be made by means of a notice to be published at least eight (8) days in advance, pursuant to article 124, 1st paragraph, II, of the Brazilian Corporation Law. On second call, the General Meeting shall be convened with the presence of any number of shareholders.

Resolution Quorum: The resolutions shall be taken by the majority of votes of the attending shareholders, not being considered votes cast in blank, in accordance with article 129 of the Brazilian Corporation Law.

Participation: The General Meeting will take place exclusively digitally, by means of an electronic system of remote participation ("Digital Platform").

Shareholders who intend to participate in the General Meeting via Digital Platform shall access the address <https://www.tenmeetings.com.br/assembleia/portal/?id=EC09538B06E8>, complete their registration and attach all documents necessary for their qualification to participate and/or vote at the General Meeting, at least two (2) days prior to the date of the General Meeting (i.e., up to and including March 21, 2023) ("Registration"). After the approval of the Registration by the Company, the shareholder will receive his individual login and password to access the platform through the email used for Registration.

The Registration request must necessarily (i) contain the identification of the shareholder and, if applicable, of its legal representative who will attend the General Meeting, including their full names and their CPF or CNPJ, as applicable, and the requester's telephone and e-mail address; and (ii) be supported by the documents necessary to participate in the General Meeting, as indicated below:

Documentation to be delivered to the Company	Individuals	Legal Entities	Investment Funds
Proof of ownership of shares issued by a central depository or bookkeeping agent	X	X	X
Brazilian Individual Taxpayers' Registry (" <u>CPF</u> ") and Identity Card with a Picture of the shareholder or of its legal representative ⁽¹⁾	X	X	X
Consolidated and updated Articles of Association or Bylaws ⁽²⁾	-	X	X
Document that proves the granting of powers, including representation, if applicable ⁽²⁾	X ⁽³⁾	X	X
Consolidated and updated regulation of the fund	-	-	X

- (1) Accepted Identity document: Identity Card (RG), National Register of Foreigners (RNE), Driver's License (CNH), passport and professional registry document, as publicly acknowledged;
- (2) For investment funds, the fund manager and/or administrator, with due regard to the vote policy.
- (3) In the case of representation by an attorney-in-fact.

In case of an attorney-in-fact or legal representative, it must register at <https://www.tenmeetings.com.br/assembleia/portal/?id=EC09538B06E8> with its information. After receiving the e-mail confirming the Registration, it must send, through the link sent to the e-mail informed in the Registration, the indication of each shareholder it will represent and attach the respective documents proving the status of shareholder and representation, as detailed above. The attorney-in-fact or legal representative will receive an individual e-mail about the qualification status of each shareholder registered in its account and will provide, if necessary, the complementation of documents in the terms and deadlines required by the Company. The attorney-in-fact or legal representative who may represent more than one shareholder may only vote at the General Meeting for the shareholders whose qualification has been confirmed by the Company.

Once their status and the regularity of the documents are validated by the Company after the Registration, the shareholder (or their attorney-in-fact, as the case may be) will receive instructions and guidance for accessing the Digital Platform, including, without limitation, the login and individual access password, which will authorize only a single access at the General Meeting. This information will be sent exclusively to the e-mail address used by the shareholder in the Register (or its respective attorney-in-fact, as the case may be). The Company also informs that, up to two (2) hours before the General Meeting's start time, a reminder about the General Meeting will be sent, which will not contain the login data and individual password to access the General Meeting.

If the shareholder (or its attorney-in-fact, as the case may be) does not receive the access instructions, he should contact the Board of Investor Relations, via e-mail ri@boavistascp.com.br, up to one (1) hour before the beginning of the General Meeting, so that the necessary support can be provided.

Shareholders who do not register and/or do not inform the absence of the receipt of the instructions for access to the General Meeting in the form and terms established above will not be able to participate in the General Meeting.

Shareholders undertake: (i) to use the individual invitations solely and exclusively for the remote participation in the General Meeting, (ii) not to transfer or disclose, in whole or in part, the individual invitations to any third party, shareholder or not, being the invitation non-transferable, and (iii) not to record or reproduce, in whole or in part, nor transfer, to any third party, shareholder or not, the content or any information transmitted by virtual means during the General Meeting.

In advance to the access information that will be sent by e-mail to the duly registered shareholder, as described above, the Company requests the access to the Digital Platform to be made by videoconference (a mode in which the shareholder may attend the General Meeting and express itself by voice and video) in order to ensure the authenticity of the communications, except if the shareholder is requested, for any reason, to turn off the video functionality of the Digital Platform. It also requests, in order to maintain the smooth progress of the General Meeting, the shareholders to respect any maximum time that may be established by the Company for the manifestation of the respective shareholder after his request to speak and the opening of the audio by the Company.

On the date of the General Meeting, the access to the Digital Platform will be available from thirty (30) minutes before and until the beginning of the General Meeting.

The Company recommends the shareholders to access the Digital Platform at least thirty (30) minutes before the beginning of the General Meeting in order to avoid any operational problems, and to allow the access validation and participation of all shareholders.

To access the Digital Platform, the following are required: (i) computer with camera and audio that can be enabled; and (ii) internet access connection of at least 1mb (minimum bandwidth of 700kbps). Access by videoconference should ideally be made through the Google Chrome or Microsoft Edge browser, given that the Safari browser of the IOS system is not compatible with the Digital Platform. In addition, we recommend the shareholder to disconnect any VPN or platform that may be using its camera before accessing the Digital Platform. In case of any access difficulties, the shareholder should contact ri@boavistascpc.com.br.

In compliance with article 28, 1st paragraph, II, of CVM Resolution No. 81, the Company informs that it will record the General Meeting, being, however, prohibited its recording or transmission, in whole or in part, by shareholders who access the Digital Platform to participate and, as the case may be, vote in the General Meeting.

The Company is not responsible for operational or connection problems that the shareholders may experience, or any other situations not under the Company's control (e.g., unstable internet connection or incompatibility of the shareholder's equipment with the Digital Platform) that make it difficult or impossible for a shareholder to participate in the General Meeting.

The shareholders who participate in the General Meeting via Digital Platform, in accordance with the instructions above, will be considered present at the General Meeting, and will be considered to have signed the respective minutes and attendance book, pursuant to article 47, III, of CVM Resolution No. 81.

3. MANAGEMENT PROPOSAL

To the shareholders:

The Company's management herein presents its proposal in connection with the matters to be submitted to your approval under the General Meeting, as follows:

(i) ratification of the appointment and engagement of Ernst & Young Assessoria Empresarial Ltda. ("EY") by the Company's management, as the specialized firm for the purposes of preparation of the appraisal report set forth in article 256, 1st paragraph, of Law 6,404/76 ("Brazilian Corporation Law") ("Investment Appraisal Report"), in the context of the formation of a joint venture (formed upon the incorporation of a new company that will aggregate equity stakes and businesses) between the Company, on the one hand, and RV Marketing, LLC and RV Technology, LLC, wholly-owned subsidiaries of Red Ventures, LLC, on the other hand ("Joint Venture"), which will involve the contribution of assets by the Company ("Investment");

Management proposes the ratification of the appointment and hiring of EY by the Company's management, as a specialized company for the purpose of preparing the Investment Appraisal Report, referred to in Article 256, 1st paragraph of the Brazilian Corporation Law, for purposes of the Investment and formation of the Joint Venture.

Exhibit I to this Management Proposal, as provided under article 25 of CVM Resolution No. 81, contains information on EY (with reference to the relevant service proposal, which is attached as **Exhibit A** to the **Exhibit I**).

(ii) analysis and approval of the Investment Appraisal Report, for the purposes of article 256, 1st paragraph, of the Brazilian Corporation Law;

The Company's management proposes the approval of the Investment Appraisal Report, for the purposes of article 256, 1st paragraph, of the Brazilian Corporation Law.

Exhibit II to this Management Proposal contains the Investment Appraisal Report.

(iii) approval of the Investment, in compliance with the provisions of article 256, II, b, of the Brazilian Corporation Law;

On October 25, 2022, it was executed an Investment Agreement and Other Covenants ("Agreement") with RV Marketing, LLC and RV Technology, LLC (jointly, "RV"), wholly owned subsidiaries of Red Ventures, LLC ("Red Ventures"), having as intervening consenting parties iq360 Serviços de Informação e Tecnologia Ltda. ("iq"), Red Ventures Serviços de Marketing e Tecnologia Ltda. ("RV Operacional"), Acordo Certo Participações S.A. and Acordo Certo Ltda. ("Acordo Certo"), for the formation of a joint venture ("Joint Venture"), having as main purpose the development and operation of a marketplace of credit and financial services for consumers among other services, by means of the creation a new company. This joint venture aims to broaden the Company's capacity of promoting the financial health and the consumer experience with the creation of a full platform of unified and interconnected financial services within a virtual and friendly environment for people who desires to take advantage of better conditions for their financial organization.

The structuring of the Joint Venture will take place by means of an asset contribution from side to side (including the Investment): (a) by the Company, including (i) its business unit "*Consumidor*

Positivo”, and (ii) the totality of the capital stock of Acordo Certo, and (b) by RV, including (i) R\$ 70 million, (ii) the totality of the capital stock of iq, and (iii) intellectual property assets used by iq, including trademarks and software, and certain agreements executed by iq.

After the completion of said contributions, including the Investment, the Company shall become the owner of 50% of the voting capital stock of the Joint Venture minus 1 share and RV shall become the owner of 50% of the voting capital stock of the Joint Venture plus 1 share, both parties sharing the co-control of the resulting company. The definitive agreements of the transaction also establish that, after a 5-year period after its completion, the Company shall have the prerogative of acquiring shares of the resulting company by means of the exercise of a call option, becoming the owner of 50% of the voting capital stock of the Joint Venture plus 1 share.

The completion of the Investment and the formation of the Joint Venture are subject to the implementation of usual conditions for transactions of this nature, such as the completion of corporate reorganizations by the Company and by RV for the structuring of the assets to be contributed to the Joint Venture and the obtainment of the approval of the Brazilian Antitrust Authority (*Conselho Administrativo de Defesa Econômica – CADE*), which was already obtained on December 22, 2022.

The management of the Company understands that the formation of the Joint Venture and the Investment will result in the acquisition of the co-control of the Joint Venture and, indirectly, co-control of iq, the analysis of the applicability of the provisions of art. 256 of the Brazilian Corporation Law being applicable.

Article 256, item I of the Brazilian Corporation Law states that the acquisition of the control of any commercial company by a publicly held company shall depend on prior authorization or ratification by the general meeting, whenever the purchase price constitutes a relevant investment for the buyer, as defined in article 247, sole paragraph of the Brazilian Corporation Law. Thus, the investment whose book value is equal or higher than ten percent (10%) of the net equity of the acquiring company is considered relevant. In this sense, as per the analysis described in the Investment Appraisal Report, the Company’s management found that the Investment and formation of the Joint Venture do not constitute a relevant investment for the Company.

Article 256, item II of the Brazilian Corporation Law states that the acquisition, by a publicly held company, of the control of any commercial company shall depend on prior authorization or ratification by the general meeting, whenever the average price of each share or quota exceeds 1.5x the highest among three rates: **(a)** average quotation of the shares on a stock exchange or organized over-the-counter market during the ninety days preceding the date of the agreement; **(b)** net equity amount of the share or quota, appraised according to market price; and **(c)** value of the net income of the share or quota, which may not exceed 15x the annual net income per share in the last two (2) fiscal years, monetarily restated.

Because the shares issued by the Joint Venture and iq are not traded on a stock exchange or organized over-the-counter market, item (a) above is not applicable in the context of the Investment. Furthermore, the Joint Venture has not been incorporated yet and, therefore, it does not have net income earned in the last two (2) fiscal years, which could be considered for purposes of this analysis. Even if the combined net income of the companies that will comprise the Joint Venture in the period was considered, the result would be a negative net income. Therefore, since there is no net income to be compared, item (c) above is also not applicable. Finally, based on the Investment Appraisal Report, the Company’s management found that the amount of the Investment is higher than 1.5x the net equity amount of the Joint Venture appraised according to market price and 1.5x the net equity amount of iq, as described in item (b) above.

For that reason, the Investment is being submitted to the approval of the shareholders, in accordance with art. 256, II, "b" of the Brazilian Corporation Law.

The Investment, as provided for in article 256, 2nd paragraph of the Brazilian Corporation Law, shall grant withdrawal rights to shareholders of common shares issued by the Company who abstain or vote against the approval of the Investment, as well as to those who do not attend the General Meeting and who provably held common shares issued by the Company on October 25, 2022 (date of disclosure of the first notice of material fact with respect to the Investment), pursuant to art. 137, 1st paragraph of the Brazilian Corporation Law ("Withdrawal Right").

The reimbursement value per share to be paid to the shareholders that decide to exercise their withdrawal right will be of R\$ 3,842,880.168. In accordance with article 45, 1st paragraph, of the Brazilian Corporation Law, the reimbursement value was calculated based on the net equity of the Company indicated in the financial statements related to the fiscal year ended on December 31, 2021 and approved on the Company's Annual and Extraordinary General Shareholders' Meeting held on April 29, 2022.

For the reasons set forth above, the Management proposes the approval of the Investment.

Exhibit III to this Management Proposal, as provided for in article 20 of CVM Resolution No. 81, contains the complete analysis of the information concerning the Investment .

Exhibit IV to this Management Proposal, as provided for in article 21 of CVM Resolution No. 81, contains the information regarding the right of withdrawal granted to shareholders .

(iv) amendment of the article 6 of the Company's bylaws to reflect the increase of the Company's capital stock, within the limit of the authorized capital, approved by the Company's Board of Directors;

The Company's management proposes to amend article 6 of the bylaws to reflect the capital stock increase approved at a meeting of the Board of Directors held on September 22, 2022, in the amount of R\$ 2.00 (two reais), through the issuance of 391,124 (three hundred and ninety-one thousand, one hundred and twenty-four) common shares by the Company, increasing from R\$ 1,715,268,855.09 (one billion, seven hundred and fifteen million, two hundred and sixty-eight thousand, eight hundred and fifty-five reais and nine cents), fully subscribed and paid up, divided into 531,831,497 (five hundred and thirty-one million, eight hundred and thirty-one thousand, four hundred and ninety-seven) common, nominative, book-entry shares with no par value to R\$ 1,715,268,857.09 (one billion, seven hundred and fifteen million, two hundred and sixty-eight thousand, eight hundred and fifty-seven reais and nine cents), fully subscribed and paid up, divided into 532,222,621 (five hundred and thirty-two million, two hundred and twenty-two thousand, six hundred and twenty-one) common, nominative, registered, book-entry shares with no par value.

As a result of the above, we hereby attach **Exhibit V** and **Exhibit VI**, which contain the proposed changes highlighted, detailing the origin and justifications for the relevant changes, with an analysis of their legal and economic effects, as established in article 12 of CVM Resolution No. 81.

The Company's management further clarifies that this Management Proposal will be duly and timely resubmitted by the Company in the event of approval by the Board of Directors of new capital increases within the authorized capital limit between the date of the call of this General Meeting (i.e., March 1, 2023) and the date of its occurrence (i.e., March 23, 2023).

(v) to authorize the Company's management to perform all acts necessary for the

execution and performance of the resolutions that may be approved at the General Meeting, including, but not limited to, performing all acts necessary to carry out the Investment, as well as to ratify all acts already performed.

Considering the other items on the agenda, it is proposed to authorize the Company's management to perform all acts necessary for the execution and performance of the resolutions that may be approved at the meeting, including, but not limited to, performing all acts necessary to carry out the Investment, as well as to ratify all acts already performed.

EXHIBIT I
INFORMATION ON THE APPRAISERS

(Exhibit L of CVM Resolution No. 81, in accordance with article 25 da CVM Resolution No. 81)

1. List the appraisers recommended by management:

The management of the Company recommends the engagement of Ernst & Young Assessoria Empresarial Ltda. ("EY") s a specialized company for the purposes of the preparation of the appraisal report, in accordance with article 256, 1st paragraph of Law 6,404/76 ("Brazilian Corporation Law") ("Investment Appraisal Report") in the context of the formation of a joint venture (formed upon the incorporation of a new company that will aggregate equity stakes and businesses) between the Company, on the one hand, and RV Marketing, LLC and RV Technology, LLC, wholly-owned subsidiaries of Red Ventures, LLC, on the other hand ("Joint Venture"), which will involve the contribution of assets by the Company ("Investment").

2. Describe the capacity of the recommended appraisers:

Refer to the service and compensation proposal presented by EY attached herein as **Exhibit A** to this Exhibit I.

3. Provide copies of the service and compensation proposals of the recommended appraisers:

Exhibit A to this Exhibit I contains a service and compensation proposal presented by EY.

4. Describe any material relationship, during the past three (3) years, between the recommended appraisers and the company's related parties, as defined under the accounting rules on this matter:

There is no such relationship.

Exhibit A to Exhibit I
Service and Compensation Proposal of EY

Available in the Portuguese version of this Management Proposal

EXHIBIT II
INVESTMENT APPRAISAL REPORT

Available in the Portuguese version of this Management Proposal

EXHIBIT III
ART. 256

(Exhibit G of CVM Resolution No. 81, in accordance with article 20 of CVM Resolution No. 81)

1. Describe the transaction:

On October 25, 2022, it was executed an Investment Agreement and Other Covenants ("Agreement") with RV Marketing, LLC and RV Technology, LLC (jointly, "RV"), wholly owned subsidiaries of Red Ventures, LLC ("Red Ventures"), having as intervening consenting parties iq360 Serviços de Informação e Tecnologia Ltda. ("iq"), Red Ventures Serviços de Marketing e Tecnologia Ltda. ("RV Operacional"), Acordo Certo Participações S.A. and Acordo Certo Ltda. ("Acordo Certo"), for the formation of a joint venture ("Joint Venture"), having as main purpose the development and operation of a marketplace of credit and financial services for consumers among other services, by means of the creation a new company. This joint venture aims to broaden the Company's capacity of promoting the financial health and the consumer experience with the creation of a full platform of unified and interconnected financial services within a virtual and friendly environment for people who desires to take advantage of better conditions for their financial organization.

The structuring of the Joint Venture will take place by means of an asset contribution from side to side (including the Investment): (a) by the Company, including (i) its business unit "*Consumidor Positivo*", and (ii) the totality of the capital stock of Acordo Certo, and (b) by RV, including (i) R\$ 70 million, (ii) the totality of the capital stock of iq, and (iii) intellectual property assets used by iq, including trademarks and software, and certain agreements executed by iq.

After the completion of said contributions, including the Investment, the Company shall become the owner of 50% of the voting capital stock of the Joint Venture minus 1 share and RV shall become the owner of 50% of the voting capital stock of the Joint Venture plus 1 share, both parties sharing the co-control of the resulting company. The definitive agreements of the transaction also establish that, after a 5-year period after its completion, the Company shall have the prerogative of acquiring shares of the resulting company by means of the exercise of a call option, becoming the owner of 50% of the voting capital stock of the Joint Venture plus 1 share.

The completion of the Investment and the formation of the Joint Venture are subject to the implementation of usual conditions for transactions of this nature, such as the completion of corporate reorganizations by the Company and by RV for the structuring of the assets to be contributed to the Joint Venture and the obtainment of the approval of the Brazilian Antitrust Authority (*Conselho Administrativo de Defesa Econômica – CADE*), which was already obtained on December 22, 2022.

2. Inform the justification, statutory or legal, for submitting the transaction to the shareholders' approval:

The management of the Company understands that the formation of the Joint Venture and the Investment will result in the acquisition of the co-control of the Joint Venture and, indirectly, co-control of iq, the analysis of the applicability of the provisions of art. 256 of the Brazilian Corporation Law being applicable.

Considering the above, as described in the appraisal report provided in art. 256, 1st paragraph of the Brazilian Corporation Law, as prepared by Ernst & Young Assessoria Empresarial Ltda. (that is, the Investment Appraisal Report), the amount of the Investment are higher than 1.5x the higher evaluation amounts of the issuance shares of the Joint Venture and of iq according to the criteria provided in art. 256, II, of the Brazilian Corporation Law, that is, the net equity amount of the share, appraised according to market price. For that reason, the Investment is being submitted to the

approval of the shareholders, in accordance with art. 256, II, "b" of the Brazilian Corporation Law.

3. In relation to the company which control was or will be acquired:

- (a) Inform name and qualification: The Joint Venture (and, indirectly, iq) shall be a company which capital stock will be held (i) by the Company, which will be the owner of 50% of the voting capital stock of the Joint Venture minus 1 share; and (ii) by RV, which will be the owner of 50% of the voting capital stock of the Joint Venture plus 1 share. Joint Venture is still to be incorporated.
- (b) Number of shares or quotas of each class or types issued: Considering that the Joint Venture is still to be incorporated, there are no issuance shares until the present date. The capital stock of iq is divided into 40,383,747 (forty million, three hundred and eighty-three thousand, seven hundred and forty-seven) quotas.
- (c) List all controlling parties or members of the control group, directly or indirectly, and their equity in the capital stock, if they are related parties, as defined under the accounting rules applicable to the matter: There shall be controlling parties or members of the control group of the Joint Venture that are related parties of the Company. iq shall be wholly owned by the Joint Venture and, at the present moment, there are no controlling parties or members of the control group of iq that are related parties of the Company.
- (d) For each class or type of shares or quotas of the company which control is being acquired, inform:
 - i. Minimum, average and maximum quotation of each year, within the markets in which they are negotiated, for the past 3 years: Not applicable, considering that the Joint Venture is still to be incorporated and iq is not a publicly held company.
 - ii. Minimum, average and maximum quotation of each quarter, within the markets in which they are negotiated, for the past 2 years: Not applicable, considering that the Joint Venture is still to be incorporated and iq is not a publicly held company.
 - iii. Minimum, average and maximum quotation of each month, within the markets in which they are negotiated, for the past 6 months: Not applicable, considering that the Joint Venture is still to be incorporated and iq is not a publicly held company.
 - iv. Average quotation, within the markets in which they are negotiated, for the past 90 days: Not applicable, considering that the Joint Venture is still to be incorporated and iq is not a publicly held company.
 - v. Net equity value at market prices, if the information is available: The net equity value at market prices (i) of the Joint Venture, according to the Investment Appraisal Report, is of R\$ 129,589,000.00 (one hundred and twenty-nine million, five hundred and eighty-nine thousand reais); and (ii) of iq, according to the Investment Appraisal Report, is of R\$ 7,599,000.00 (seven million, five hundred and ninety-nine thousand).
 - vi. Net income annual amount for the past 2 fiscal years, with monetary adjustment: Not applicable, considering that the Joint Venture is still to be incorporated. The average net income of iq for the past 2 fiscal years is negative.

4. Main terms and conditions of the transaction, including:

- (a) Identification of the sellers: The other shareholders of the Joint Venture, which will subscribe shares by means of the contribution of funds and assets are: (i) RV MARKETING, LLC; (ii) RV TECHNOLOGY, LLC; and (iii) RED VENTURES SERVIÇOS DE MARKETING E TECNOLOGIA LTDA.
- (b) Total number of shares or quotas to be acquired: The Company will subscribe 49.99% of the issuance shares of the Joint Venture (and iq will be wholly owned by the Joint Venture).
- (c) Acquisition Price: Under the Investment, the Company will contribute (i) its business unit "Consumidor Positivo", and (ii) the totality of the capital stock of Acordo Certo. Said contribution was appraised in R\$ 196,000,000.00 (one hundred and ninety-six million reais), in accordance with the appraisal report prepared under the Investment.
- (d) Price per share or quota of each class or type: Taking as a reference a capital stock (considering the Joint Venture is still to be incorporated) of 1,000 (one thousand) common shares of the company resulting from the Joint Venture (considering that there will be no preferred shares), the price per share shall be of R\$ 392,000.00 (three hundred and ninety-two thousand); please find additional information on the calculation of item II of art. 256 at the Investment Appraisal Report. Regarding iq, which had 20,191,873 (twenty million, one hundred and ninety-one thousand, eight hundred and seventy three) shares acquired, the price per share acquired by the Company shall be of R\$ 3.12 per share; please find additional information on the calculation of item II of art. 256 at the Investment Appraisal Report.
- (e) Payment conditions: The Investment shall be subscribed and paid in by the Company under a capital stock increase of the Joint Venture.
- (f) Suspensive and resolving conditions to which the transaction is subject to: The Transaction is subject to the fulfillment or waiver of the following suspensive conditions: (i) obtainment of the definitive and unconditional approval of the Brazilian Antitrust Authority (*Conselho Administrativo de Defesa Econômica – CADE*) in relation to the Investment (which was already obtained on December 22, 2022); (ii) absence of laws or orders issued or granted by government authorities which may prevent, restrict or make illegal the implementation of the Investment; (iii) previous corporate reorganization of Boa Vista involving the net assets related to the "Consumidor Positivo" business; (iv) previous corporate reorganization of RV involving the quotas of iq; (v) representations and warranties of the parties shall remain true, correct and complete in all material aspects, until the completion of the Investment; (vi) fulfillment of the obligations provided in the Agreement by the parties; (viii) obtainment, by the parties, of the consent of certain clients and/or third parties in connection with the Investment; (ix) transfer of certain intellectual property assets held by RV; (x) certain accounting adjustments by iq; (xi) approval of the annual accounts of iq for the fiscal years ended in 2019, 202 and 2021; (xii) liquidation of any and all loans between iq and RV Operacional; (xiii) absence of a material adverse effect in relation to iq, assets and agreements of RV, Acordo Certo or assets/agreements of "Consumidor Positivo"; (xiv) obtainment of the Investment Appraisal Report, as provided in the Agreement; (xv) transfer of intellectual property assets by Acordo Certo; (xvi) execution of an amendment to certain operational agreements to provide for their full assignment by Boa Vista to Acordo Certo; and (xvii) capital reduction of Acordo Certo.
- (g) Summary of sellers' representations and warranties: The representations and warranties given by RV in the Agreement are the following: (i) Organization and Operation; (ii) Legitimacy and Authorization; (iii) Valid and Binding Obligations; (iv) Absence of Breach; (v) Iq quotas; (vi)

Absence of Litigation over Equity; (vii) Books and Registries; (viii) Indebtedness; (ix) Iq Financial Statements; (x) Warranties; (xi) Claims; (xii) Real Properties; (xiii) Tax and Social Security Matters; (xiv) Labor and Social Security Matters; (xv) Environmental Matters; (xvi) Licenses; (xvii) Anticorruption Matters; (xviii) Antitrust Matters; (xix) Iq Agreements; (xx) Related Parties Transactions; (xxi) Intellectual Property; (xxii) Other Equity Stakes; (xxiii) Powers of Attorney; (xxiv) Brokers and Intermediaries; and (xxvi) Company.

- (h) Indemnification rules of buyer: Under the Agreement, Boa Vista shall indemnify and hold RV Marketing and RV Technology (and after closing, the Company and Acordo Certo) harmless, as well as their respective affiliates (including RV Operacional), managers, employees, successors and representatives ("RV Indemnified Parties"), fully, in connection with any Losses incurred by RV Indemnified Parties arising from: (i) falsity, error or impreciseness or any representation given under the Agreement, and/or (ii) breach or absence of compliance, partially or totally, of any obligation undertaken by the Company or by Acordo Certo under the Agreement or under any document or instrument relating to the Agreement; and/or (iii) acts, facts or omissions related to Acordo Certo, its business and activities, as well as related to the "Consumidor Positivo" business, in any event, of any nature, which causing factor took place (or began) before the closing date (including), even if its effects have only materialize in the future; and/or (iv) acts, facts or omissions related to the Company, its business or activities, of any nature, which causing factor took place (or began) before the closing date (including), even if its effects have only materialize in the future.

5. Describe the goal of the transaction:

The Company was the protagonist of access to self-debt consultation and credit score ("Score") and access to the data of "Consumidor Positivo" to the consumers by means of the "Consumidor Positivo" website (www.consumidorpositivo.com.br) and has been acting, after the acquisition of Acordo Certo, on promoting an increase of the Brazilians financial condition in its digital platform for renegotiation of debts, under a B2B2C model, connecting the associated companies owned of credits to the consumers.

Red Ventures, a global company with broad expertise on business management and B2C trademarks, has great knowledge of digital marketing, acting as a white label operator in the acquisition of digital clients for several multinational brands, being in contact with Brazilian consumers by means of iq, a financial products recommendation platform suitable for the profile of each consumer, offering credit cards and digital accounts to big associated institutions.

The Joint Venture shall integrate the current assets of the Company's and iq's consumer services operation, which have 51 million and 10.2 million of enrolled users, respectively, structuring a financial solutions environment for consumers, being them in debt or not. Therefore, a company 100% focused in this business will be formed, improving the clients acquisition and products development efforts and aiming to provide a better and more complete experience to consumers.

6. Provide an analysis of the benefits, costs and risks of the transaction:

The benefits of the transaction, for the Company, include (i) add Red Venture's knowledge in the digital client acquisition; (ii) complement the services offered to the consumer, enabling products cross selling; (iii) increase the users' base; (iv) promote operational synergies and scale gain; and (v) increase the offer value for current clients.

The costs of the transaction, for the Company, include (i) the contributions to be made under the Investment; and (ii) fees and expenses with legal advisors, appraising company and external

consultants.

Among the risks, are included (i) the Joint Venture operations are not successful; and (ii) failures under the synergy process between the Company and RV, as well as market and economic factors, among others.

7. Inform which costs shall be borne by the Company in the event the transaction is not approved:

There are no additional costs provided under the terms and conditions of the Investment to be borne by the Company in the event the transaction is not approved.

8. Describe the sources of funds for the transaction:

The Company will use assets for the contributions for the purposes of the Investment.

9. Describe the managers plans for the company which control will be acquired:

The plans of the managers of the Company for the Joint Venture are to integrate the operations in order to offer the consumer a full solution of financial products by means of a unique platform, using Red Ventures and Company's expertise to improve the users' experience.

10. Provide justified statement from the managers recommending the approval of the transaction:

The managers of the Company recommend the approval of the transaction, considering that the Investment shall reinforce the competitive strategy of the Company, increase its offer value for its current clients, as well as expanding its potential market.

11. Describe any corporate relationship, even if indirect, among:

a. Any of the sellers or the company which control was or will be sold:

None.

b. Related parties to the company, as defined under the accounting rules on the matter:

None.

12. Inform details of any business taking place over the past 2 years by related parties to the company, as defined under the accounting rules on the matter, with equity stake or other securities or debt of the company which control was or will be acquired:

None.

13. Provide copies of all studies and appraisal reports prepared by the company or third parties, in which the negotiation of the acquisition price was based:

The Investment Appraisal Report for the purposes of the analysis of art. 256 of the Brazilian Corporation Law (as prepared by EY) is attached as **Exhibit II** of the Management Proposal of the shareholders' meeting.

In addition to that, the Company was advised by RGS Partners for assistance with financial and commercial aspects of the Investment, which were presented to the members of the Board of Directors.

14. As for third parties that prepared studies or appraisal reports:

a. Inform the name:

EY prepared the appraisal report in order to comply with article 256, 1st paragraph of the Brazilian Corporation Law.

b. Describe its capacitation:

Please refer to services proposal attached herein as **Exhibit A** of Exhibit I.

c. Describe how they were chosen:

EY was chosen as a result of (i) its material experience and quality in the preparation of appraisal report for acquisitions, and (ii) competitive price considering the quality of the work.

d. Inform if they are related parties to the company, as defined under the accounting rules on the matter:

EY is not a related party of the Company.

EXHIBIT IV WITHDRAWAL RIGHT

(Exhibit H of CVM Resolution No. 81, in accordance with article 21 of CVM Resolution No. 81)

1. Describe the event from which the withdrawal right arose/will arise and its legal base:

The event that will give rise to the right to withdraw corresponds to the formation of a joint venture between the Company, on the one hand, and RV Marketing, LLC and RV Technology, LLC (jointly, "RV"), wholly-owned subsidiaries of Red Ventures, LLC, on the other hand ("Joint Venture"), which will involve the contribution of assets by the Company and by RV ("Investment"), with the contribution of assets by the Company in the total amount of R\$ 196,000,000.00 (one hundred and ninety-six million reais) ("Contribution").

The management of the Company understands that the formation of the Joint Venture and the Investment will result in the acquisition of the co-control of the Joint Venture and, indirectly, co-control of iq, the analysis of the applicability of the provisions of art. 256 of the Brazilian Corporation Law being applicable.

Article 256, item I of the Brazilian Corporation Law states that the acquisition of the control of any commercial company by a publicly held company shall depend on prior authorization or ratification by the general meeting, whenever the purchase price constitutes a relevant investment for the buyer, as defined in article 247, sole paragraph of the Brazilian Corporation Law. Thus, the investment whose book value is equal or higher than ten percent (10%) of the net equity of the acquiring company is considered relevant. In this sense, as per the analysis described in the Investment Appraisal Report, the Company's management found that the Investment and formation of the Joint Venture do not constitute a relevant investment for the Company.

Article 256, item II of the Brazilian Corporation Law states that the acquisition, by a publicly held company, of the control of any commercial company shall depend on prior authorization or ratification by the general meeting, whenever the average price of each share or quota exceeds 1.5x the highest among three rates: **(a)** average quotation of the shares on a stock exchange or organized over-the-counter market during the ninety days preceding the date of the agreement; **(b)** net equity amount of the share or quota, appraised according to market price; and **(c)** value of the net income of the share or quota, which may not exceed 15x the annual net income per share in the last two (2) fiscal years, monetarily restated.

Because the shares issued by the Joint Venture and iq are not traded on a stock exchange or organized over-the-counter market, item (a) above is not applicable in the context of the Investment. Furthermore, the Joint Venture has not been incorporated yet and, therefore, it does not have net income earned in the last two (2) fiscal years, which could be considered for purposes of this analysis. Even if the combined net income of the companies that will comprise the Joint Venture in the period was considered, the result would be a negative net income. Therefore, since there is no net income to be compared, item (c) above is also not applicable. Finally, based on the Investment Appraisal Report, the Company's management found that the amount of the Investment is higher than 1.5x the net equity amount of the Joint Venture appraised according to market price and 1.5x the net equity amount of iq, as described in item (b) above.

For that reason, the Investment is being submitted to the approval of the shareholders, in accordance with art. 256, II, "b" of the Brazilian Corporation Law.

2. Inform the shares and classes to which the withdrawal right applies:

The withdrawal right applies to all shares issued by the Company. As provided for in article 256, 2nd paragraph of the Brazilian Corporation Law, shareholders of common shares issued by the Company who abstain or vote against the Investment, as well as those who do not attend the General Meeting, will be entitled to withdraw.

3. Provide the date of the first publication of the call notice of the Shareholders Meeting, as well as the date in which the material fact related to the resolution from which the withdrawal right arose was disclosed:

The first publication of the call notice of the General Meeting was on March 1, 2023.

The material fact relating to the Investment was disclosed on October 25, 2022.

4. Provide the term for the exercise of the withdrawal right and the date that will be considered for the purposes of establishing the holders of the shares who will be entitled to exercise the withdrawal right:

The term for exercising the withdrawal right will be of thirty (30) days as of the publication of the minutes of the General Meeting that resolve on the Transaction, in accordance with article 137, items IV and V of the Brazilian Corporation Law.

The date that will be considered for the purposes of establishing which shareholders of the Company that will be entitled to exercise the withdrawal right is October 25, 2022. Therefore, the shareholders will only be entitled to exercise the withdrawal right in connection with the shares uninterruptedly held, as evidenced, as of the closing of the closing of the stock market trading on October 25, 2022 until the actual date of the exercise of the withdrawal right.

5. Provide the reimbursement value per share or, if not previously determined, the management's estimate of this value:

The reimbursement value per share to be paid to the shareholders that decide to exercise their withdrawal right will be of R\$ 3,842880168.

6. Inform how the reimbursement value was calculated:

In accordance with article 45, 1st paragraph, of the Brazilian Corporation Law, the reimbursement value was calculated based on the net equity of the Company indicated in the financial statements related to the fiscal year ended on December 31, 2021.

7. Inform if the shareholders will be entitled to request the preparation of a special balance sheet:

Yes. Considering that the resolution will occur more than sixty (60) days after the date of the Financial Statements relating to the fiscal year ended on December 31, 2020, the dissenting shareholders will have the right to request, together with the reimbursement request, the preparation of a special balance sheet, in accordance with article 45, 2nd paragraph of the Brazilian Corporation Law.

8. If the reimbursement amount is determined by means of appraisal, list the specialists or specialized firms recommended by management:

Not applicable considering that the reimbursement is not determined by means of appraisal.

9. In the event of merger, merger of shares or consolidation (*fusão*) involving controlling, controlled or under common control companies:

- a. Calculate the replacement ratio of the shares based on the net equity amount at market price or other criteria accepted by the Brazilian Securities Commission ("CVM")**

Not applicable, considering that the transaction is not a merger, merger of shares or consolidation (*fusão*) involving controlling, controlled or under common control companies.

- b. Inform if the replacement ratios of the shares provided in the transaction protocol are less beneficial than the ones calculated in accordance with item 9(a) above**

Not applicable, considering that the transaction is not a merger, merger of shares or consolidation (*fusão*) involving controlling, controlled or under common control companies.

- c. Inform the reimbursement amount calculated based on the net equity amount at market price or other criteria accepted by CVM**

Not applicable, considering that the transaction is not a merger, merger of shares or consolidation (*fusão*) involving controlling, controlled or under common control companies.

10. Provide the equity value of each share according to the latest balance sheet approved:

The equity value of each issuance share of the Company is of R\$ 3,842880168, according to the financial statements relating to the fiscal year ended on December 31, 2021.

11. Provide the stock price of each class or type of shares to which the withdrawal right applies under the markets where they are negotiated, identifying:

- i. Minimum, average and maximum stock price of each year, for the past three (3) years:**

Year	Minimum	Average	Maximum
2020*	R\$ 12,00	R\$ 13,21	R\$ 14,60
2021	R\$6,00	R\$ 10,89	R\$ 14,00
2022	R\$4,06	R\$ 6,15	R\$ 8,55

* The shares negotiation began on September 30, 2020.

- ii. Minimum, average and maximum stock price of each quarter, for the past two (2) years:**

Quarter	Mínima	Média	Máxima
1 st Quarter/2021	R\$ 9,21	R\$ 10,91	R\$ 13,06
2 nd Quarter/2021	R\$9,97	R\$ 11,89	R\$ 14,00
3 rd Quarter/2021	R\$ 10,68	R\$ 12,18	R\$ 13,53
4 th Quarter/2021	R\$ 6,00	R\$ 8,55	R\$ 12,83
1 st Quarter/2022	R\$ 4,70	R\$ 5,73	R\$ 8,55
2 nd Quarter/2022	R\$ 5,08	R\$ 6,99	R\$ 8,53
3 rd Quarter/2022	R\$ 4,90	R\$ 6,26	R\$ 7,74

Quarter	Mínima	Média	Máxima
4 th Quarter/2022	R\$ 4,06	R\$ 5,63	R\$ 7,39

iii. Minimum, average and maximum stock price of each month, in the past six (6) months:

Month	Minimum	Average	Maximum
August/2022	R\$ 5,32	R\$ 6,64	R\$ 7,38
September/2022	R\$ 5,70	R\$ 6,79	R\$ 7,74
October/2022	R\$ 5,53	R\$ 6,00	R\$ 6,51
November/2022	R\$ 4,45	R\$ 5,18	R\$ 6,58
December/2022	R\$ 4,06	R\$ 5,72	R\$ 7,39
January/2023	R\$ 7,21	R\$ 7,61	R\$ 7,80

iv. Average stock price for the past ninety (90) days:

Average stock price between November 29, 2022 and February 27, 2023 = R\$ 6.88.

EXHIBIT V
COMPARISON OF THE BYLAWS WITH THE PROPOSED CHANGES
(in accordance with article 12, item II, of CVM Resolution No. 81)

Please find below a report detailing the origin and justification for the proposed changes and analyzing their legal and economic effects, pursuant to article 12, II, of CVM Resolution No. 81:

Original	Alteração	Justificativa
Article 6 – The Company’s capital stock is BRL 1,715,268,855.09 (one billion, seven hundred and fifteen million, two hundred and sixty-eight thousand, eight hundred and fifty-five Brazilian Reais and nine cents), fully subscribed and paid in, divided into 531,831,497 (five hundred and thirty-one million, eight hundred and thirty-one thousand, four hundred and ninety-seven) common, registered, book-entry shares with no par value.	Article 6 – The Company’s capital stock is BRL 1,715,268,85 <u>57</u> .09 (one billion, seven hundred and fifteen million, two hundred and sixty-eight thousand, eight hundred and fifty- five <u>seven</u> Brazilian Reais and nine cents), fully subscribed and paid in, divided into 531,831,497 (five hundred and thirty-one million, eight hundred and thirty-one thousand, four hundred and ninety-seven) <u>532,222,621 (five hundred and thirty-two million, two hundred and twenty-two thousand, six hundred and twenty-one)</u> common, registered, book-entry shares with no par value.	Update of the Company's capital stock due to the capital increase approved in a meeting of the Board of Directors held on September 29, 2022, without any relevant legal or economic effects, considering that the implementation of said increase has already taken place with the approval of the Board of Directors.

EXHIBIT VI CONSOLIDATED BYLAWS

(in accordance with article 12, item I, of CVM Resolution No. 81)

BYLAWS OF BOA VISTA SERVIÇOS S.A.

CHAPTER I THE NAME, HEADQUARTERS, PURPOSE AND DURATION

Article 1 - BOA VISTA SERVIÇOS S.A. ("Company") is a corporation governed by these Bylaws and the applicable law, in particular Law No. 6,404, of December 15, 1976, and its subsequent amendments ("Brazilian Corporation Law").

Article 2 - The Company has its headquarters and venue in the city of Barueri, in the State of São Paulo, with the Board of Directors being responsible for the change in the address of the headquarters, provided that it is located in the same city where the headquarters is already located.

Sole Paragraph – The Company may open, close and change the address of branches, agencies, warehouses, offices and any other establishments in the country or abroad, by resolution of its Board of Directors.

Article 3 - The Company's purpose is to: (i) provide services in general to support credit activity and credit protection, including consultancy, systems and project development, and development and sale of researches; (ii) development and commercial exploitation of payment methods solutions in general, including marketing, consumer behavior or any other commercial solutions originating from the database, know-how and distribution capacity, as well as any products, services and solutions offered by the Company's competitors; (iii) assignment, development, license, sub-license and distribution of the right to use software; (iv) elaboration of computer programs; (v) computer technical support, including the installation, configuration and maintenance of computer programs and databases; (vi) data processing; (vii) IT advice and consultancy; (viii) participation in other companies, as a shareholder or quotaholder, in Brazil or abroad; (ix) call center activities; and (x) organization services for exhibitions, conferences, expositions and events.

Article 4 - With the Company's entry into the Novo Mercado for Corporate Governance of B3 S.A. – Brasil, Bolsa, Balcão ("Novo Mercado" and "B3", respectively), the Company, its shareholders, including controlling shareholders, managers and members of the Fiscal Committee are subject, when established, to the provisions of B3's Novo Mercado Regulation ("Novo Mercado Regulation").

Article 5 - The Company's duration is indefinite.

CHAPTER II THE CAPITAL STOCK

Article 6 - The Company's capital stock is BRL 1,715,268,857.09 (one billion, seven hundred and fifteen million, two hundred and sixty-eight thousand, eight hundred and fifty-five ~~seven~~ Brazilian Reais and nine cents), fully subscribed and paid in, divided into ~~531,831,497 (five hundred and thirty-one million, eight hundred and thirty-one thousand, four hundred and ninety-seven)~~ 532,222,621 (five hundred and thirty-two million, two hundred and twenty-two thousand, six hundred and twenty-one) common, registered, book-entry shares with no par value.

Paragraph 1 – The shares are indivisible in relation to the Company. When a share belongs to

more than one person, the rights conferred shall be exercised by the representative of the co-ownership.

Paragraph 2 – The Company is prohibited from issuing preferred shares and founders' shares.

Paragraph 3 – Each common share guarantees its holder the right to one vote at the Company's general meetings.

Article 7 - The Company is authorized to increase its capital stock, without the need to change its Articles of Incorporation, up to the limit of 960,000,000 (nine hundred and sixty million) common shares, subject to the limitations provided for in the Brazilian Corporation Law.

Sole Paragraph – Within the limit of the authorized capital, the Company may, by resolution of the Board of Directors (i) increase its capital by issuing new shares and issuing debentures convertible into shares and subscription bonuses; and (ii) grant option plans to the Company's managers and employees for the purchase or subscription of shares, without preemptive rights for shareholders, provided that such option plans do not result, in the aggregate, in the issue of shares representing more than 5% (five percent) of the Company's capital stock.

Article 8 - All the Company's shares are book-entry, kept in deposit accounts in the name of their holders, with the financial institution authorized by the Brazilian Securities and Exchange Commission ("CVM", which stands for Comissão de Valores Mobiliários), with whom the Company maintains a custody agreement in force, without issuing certificates. The cost of the service of transferring the ownership of book-entry shares may be charged directly to the shareholder by the depositary institution, as may be defined in the share bookkeeping contract, subject to the limits imposed by current legislation.

Article 9 - In accordance with the provisions of the Brazilian Corporation Law, shareholders will have preemptive rights to subscribe for new shares, subscription bonuses or any securities convertible into shares, except in the case of the issuance of new shares for placement through: (i) sale on a stock exchange or public subscription; or (ii) exchange for shares, in a public offering for the acquisition of control.

Article 10 - The Company may, by resolution of the Board of Directors, acquire its own shares to remain in treasury and for subsequent sale or cancellation, subject to the applicable legal and regulatory provisions.

CHAPTER III SHAREHOLDERS' MEETING

Article 11 - The General Meetings may be ordinary, held in the four (4) months following the end of the fiscal year, or special, held whenever and as required by the corporate businesses, under the terms of the Brazilian Corporation Law and these Articles of Incorporation.

Paragraph 1 – The resolutions of the General Meeting, except for the special events provided for by law and in these Articles of Incorporation, shall be taken by an absolute majority of votes, blank votes not being counted.

Paragraph 2 – The General Meeting may only resolve on matters on the agenda, contained in the respective call notice.

Paragraph 3 – The minutes of the General Meeting must be: (i) recorded in the book of Minutes of the General Meetings in the form of a summary of the facts that occurred, containing the summary

indication of the voting direction of the shareholders attending, the blank votes and the abstentions; and (ii) published without signature.

Article 12 - Except for the exceptions provided for in the Brazilian Corporation Law, the meetings of the General Meetings shall be called both on first and second call, in compliance with the publication and disclosure formalities provided for in the Brazilian Corporation Law and in the applicable regulations, and chaired by the Chairman of the Board of Directors or, in their absence, by a member of the Board of Directors or by an Officer appointed by the Chairman of the Board of Directors. The chairman of the General Meeting will appoint the secretary.

Sole Paragraph – The shareholder may be represented at the General Meeting by an attorney-in-fact appointed less than one (1) year ago, who is a shareholder, company manager, lawyer, financial institution or investment fund manager representing the co-owners.

Article 13 - Notwithstanding the other matters within the competence of the General Meeting in accordance with the Brazilian Corporation Law, the resolution of the following matters will be the responsibility of the General Meeting:

- (a) changes in provisions and/or reform of the Company's articles of incorporation;
- (b) redemption or amortization and repurchase of shares issued by the Company, in accordance with the provisions of these Articles of Incorporation, except as provided for in Article 10 above;
- (c) merger, spin-off, transformation or incorporation of another company by the Company, or its incorporation by another company;
- (d) decree of dissolution, liquidation, judicial or extrajudicial reorganization and bankruptcy of the Company;
- (e) on any matter under the law that gives any shareholder the right to withdraw from the Company;
- (f) on the issue of shares, debentures convertible into shares and subscription warrants in an amount higher than the authorized capital;
- (g) overall compensation for the Company's managers;
- (h) cancellation of registration as a publicly-held company with the CVM; and
- (i) exemption from the public offer for the acquisition of shares to withdrawal from the Novo Mercado ("OPA withdrawal from the Novo Mercado").

Paragraph 1 – The General Meeting called to dispense with the OPA withdrawal from the Novo Mercado shall be opened 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 held upon the second call with the presence of any number of shareholders holding Outstanding Shares.

Paragraph 2 – The resolution on the waiver of the holding of the OPA withdraw from the Novo Mercado must take place by the majority of the votes of the holders of Outstanding Shares attending the general meeting, as provided for in the Novo Mercado Rules.

Paragraph 3 – For the purposes of this Article, "Outstanding Shares" means all the shares issued

by the Company, except for the shares held by the controlling shareholder, by persons linked to it, by the Company's managers, by the seller of the relevant interest, and those held in treasury.

CHAPTER IV THE MANAGEMENT

Miscellaneous

Article 14 - The Company will be managed by a Board of Directors and an Executive Board, with the powers conferred by applicable law and in accordance with these Articles of Incorporation.

Article 15 - The term of office of the members of the Board of Directors and the Executive Board will be unified, of two (2) years, with reelection being permitted for both positions. The members of the Board of Directors and the Officers will remain in office until the election and investiture of their successors.

Article 16 - 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, pursuant to article 138, §3, of the Brazilian Corporation Law.

Article 17 - The global remuneration of the Board of Directors and the Executive Board will be annually determined by the General Meeting, and the Board of Directors is responsible for deciding on the distribution of remuneration among the members of the Board of Directors and members of the Executive Board, in compliance with the *"Remuneration Policy of the Company"* approved by the Board of Directors.

Article 18 - The members of the Board of Directors and the Executive Board shall take office by: (i) signing the respective term in the books of the Minutes of the Board of Directors and the Executive Board, which will include their submission to the arbitration clause provided for in Article 46, remaining subject to the requirements, impediments, duties, obligations and responsibilities provided for in articles 145 to 158 of the Brazilian Corporation Law; and (ii) compliance with applicable legal requirements.

The Board of Directors

Article 19 - The Board of Directors will be composed of at least five (5) and at most eleven (11) members, elected and removable at any time by the General Meeting, of which one will be appointed as Chairman of the Board of Directors, to they shall make the call, be the chairman and conduct the work of the General Meetings and the Board of Directors' meetings, as well as the coordination of the other activities of the Board of Directors, complying with the provisions of the Novo Mercado Regulation.

Article 20 - Out of the members of the Board of Directors, at least two (2) or 20% (twenty percent), whichever is greater, must be Independent Directors, complying with the definition of the Novo Mercado Regulation, with the characterization of the nominees to the Board of Directors as Independent Directors to be resolved at the General Meeting that elects them, and the director(s) elected through the power provided for in article 141, §§ 4 and 5 of the Brazilian Corporation Law, also being considered as independent, in the event that there is a controlling shareholder.

Sole Paragraph - When, as a result of observing the percentage referred to in the *caput* of this Article, a fractional number results, rounding up to the next whole number shall proceed, pursuant to the Novo Mercado Regulation.

Article 21 - The Board of Directors will meet, ordinarily, monthly, according to a schedule to be approved by the Board of Directors, being certain that, if it is necessary to hold such ordinary meetings on another date, the members of the Board of Directors must be called, in writing, at least five (5) business days in advance or, extraordinarily, whenever necessary.

Article 22 - The meetings of the Board of Directors will be called by its Chairman, their substitute or any two (2) members of the Board of Directors acting together, through a written notice delivered at least five (5) business days in advance, and with the submission of the list of subjects to be addressed and submission of the relevant documents.

Sole Paragraph - Regardless of the formalities provided for in Article 21 and this Article 22, the meeting attended by all members of the Board of Directors will be considered regular.

Article 23 - The meetings of the Board of Directors will only be opened with the presence of the majority of its acting members.

Paragraph 1 - In case of temporary impediment or absence, the member of the Board of Directors temporarily impeded or absent may appoint in writing (through a letter, facsimile or email that unequivocally identifies the sender) another member of the Board Directors to represent him or her and must vote at the meetings of the Board of Directors on his or her own behalf and on behalf of the member he or she represents.

Paragraph 2 - In the event of permanent impediment or resignation of any of the members of the Board of Directors during the term for which he or she was elected, his or her replacement will be appointed by the Board of Directors, the interim substitution lasting until the definitive provision of the position to be decided for the first General Meeting to be held, acting as the substitute then elected until the end of the term.

Article 24 - Except as provided for in Article 26, Paragraph 2, the resolutions of the Board of Directors will be taken by the favorable vote of the majority of its members present, with no vote being attributed to the casting vote in the event that there is a tie in the number of votes for a given resolution.

Article 25 - The meetings of the Board of Directors will be held, preferably, at the Company's headquarters. Meetings will be admitted via teleconference, video conference or other means of communication, and such participation will be considered a personal presence at that meeting. In this case, the members of the Board of Directors who participate remotely in the Board meeting must express their votes by letter, facsimile or electronic mail that uniquely identifies the sender.

Paragraph 1 - At the end of the meeting, minutes must be drawn up, which must be signed by the number of directors required to approve the matter to be resolved, and later transcribed in the Minutes Record Book of the Company's Board of Directors. The votes cast by directors who participate remotely in the meeting of the Board of Directors must also appear in the Minutes Record Book of the Board of Directors, with a copy of the letter, facsimile or email, as the case may be, containing the vote of the Director being added to the Book shortly after the transcription of the minutes.

Paragraph 2 - Minutes of the meeting of the Company's Board of Directors that contain a resolution intended to produce effects before third parties must be published and filed with the registry of commerce, subject to the applicable legal provisions.

Article 26 - The Board of Directors has the primary function of providing general guidance for the Company's business, as well as controlling and inspecting its performance, fulfilling it, especially in

addition to other duties attributed to it by law or these Articles of Incorporation:

- (a)** establish the objectives, policy and general orientation of the Company's corporate businesses.
- (b)** approve the internal regulations or regimental acts of the Company, its committees and its administrative structure, including, but not limited to: (a) the code of conduct; (b) the remuneration policy; (c) the policy for nominating and filling positions in the board of directors, advisory committees and statutory executive officers; (d) the risk management policy; (e) the policy on transactions with related parties; (f) the securities trading policy; and (g) the policy for disclosing a material act or fact;
- (c)** approve the annual budget for the Audit Committee, for the internal audit area, and for the other advisory committees, the latter if and when established, considered sufficient to perform their duties or hire an independent auditor registered with the CVM;
- (d)** comply with the procedures contained in CVM Instruction No. 361, of March 5, 2002, as amended in the case of a public offering for the acquisition of shares to cancel the registration as a publicly held company or to withdraw from the Novo Mercado;
- (e)** prepare and disclose a reasoned opinion, favorable or contrary to the acceptance of any public offer for the acquisition of shares that has as subject the shares issued by the Company, within fifteen (15) days of 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 the set of shareholders, including in relation to the price and the 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;
- (f)** resolve, within the limits of the authorized capital, on the issue of debentures convertible into shares, specifying the limit of the capital increase resulting from the conversion of the debentures, in the capital stock or in the number of shares, as well as (i) the timing of the issue; (ii) the time and conditions for maturity, amortization and redemption; (iii) the timing and conditions for the payment of interest, profit sharing and reimbursement premium, if any; and (iv) the subscription or placement method, and the type of debentures;
- (g)** previously express an opinion on the Management Report, the accounts of the Executive Board and the Financial Statements of the Company and examine the monthly balance sheets;
- (h)** approve the contracting, by the Company, of any type of loan or financing as a debtor, or the issuance of any debt security, when cumulatively (i) the sum of the Company's total indebtedness, after contracting the respective loan or financing or the issuance of any debt security, exceed one (1) time the EBITDA of the four (4) fiscal quarters immediately prior to the resolution; and (ii) 30% (thirty percent) or more of the sum of the Company's total indebtedness (considering the respective loan or financing or debt instrument to be contracted) has maturity of less than three (3) years;
- (i)** approve the acquisition or sale or assignment (or the grant of a sale option, sale or assignment or obtaining an option or right to buy or acquire) of equity interests in other companies, as a partner or quotaholder or shareholder, as well as its participation in consortia and association agreements and/or shareholder agreements, or incorporation of companies, in Brazil or abroad in an aggregate value (i) greater than 0.3 (zero point three) times the EBITDA of the four (4) fiscal quarters immediately prior to the resolution; or (ii) in an individual value greater than 0.1 (zero point one) once the EBITDA of the four (4) fiscal quarters immediately prior to the

resolution;

- (j) approve the granting, by the Company, of guarantees of any nature for third party obligations, except companies controlled by the Company;
- (k) approve the creation of liens on any assets or rights of the Company;
- (l) approve the annual plan and the annual budget of the Company and its subsidiaries;
- (m) approve capital investments not included in the annual plan or annual budget of the Company and its subsidiaries that exceed, in aggregate value considering the four (4) consecutive fiscal quarters prior to the resolution, 0.1 (zero point one) times EBITDA for the four (4) fiscal quarters immediately prior to the resolution;
- (n) approve capital increases within the authorized capital limit provided for in these Articles of Incorporation;
- (o) approve the issue of shares under the terms of the stock option plan within the limits established by the General Meeting and complying with the provisions of Article 7, Sole Paragraph, as well as the effective granting of options to its beneficiaries;
- (p) any issue of shares or quotas of any subsidiary to any person other than the Company;
- (q) appoint the Company's independent auditors as long as they are one of the following companies: Deloitte Touche Tohmatsu Auditores Independentes; Ernst & Young Auditores Independentes; KPMG Auditores Independentes and PricewaterhouseCoopers Auditores Independentes; and their respective successors;
- (r) conducting business and/or signing contracts with related parties of the Company, complying with the provisions of the Sole Paragraph of this Article, as well as the *"Policy on Transactions with Related Parties and Other Situations Involving Conflict of Interest"*, approved by the Board of Directors of Company;
- (s) resolve on the acquisition of databases related to the same sector in which the Company operates, with an aggregate annual value greater than 0.5 (zero point five) times the EBITDA of the four (4) fiscal quarters immediately prior to the resolution;
- (t) election and dismissal as well as the remuneration and definitions of their duties of the Executive Board, in compliance with the provisions of Article 28; and
- (u) make any donation by the Company and/or its subsidiaries, subject to the provisions of this Article 26, Paragraph 2.

Paragraph 1 - Any transaction with related parties, before being submitted to the Board of Directors, shall be analyzed by the Audit Committee, for discussion and issue of a recommendation opinion, which shall comply with the provisions of Article 34, item "g" below.

Paragraph 2 - The realization of any donation by the Company and/or by its subsidiaries must be approved by 2/3 (two thirds) of the members of the Board of Directors, and among them, there must be at least the approval of one (1) Independent Director.

Paragraph 3 - For the purposes of this Article, EBTIDA, corresponding to the profit for the year or period, as the case may be, before interest, income tax, including Social Contribution on Net Profit, depreciation and amortization, shall be calculated in accordance with CVM Instruction No. 527, of

October 4, 2012 (disregarding the option provided for in Article 4 for the purposes set forth herein).

The Executive Board

Article 27 - The representation and the day-to-day and operational activities of the Company will be exercised by an Executive Board, which will be composed of at least three (3) and at most fourteen (14) Directors, whether shareholders or not, resident in the country, being: one (1) Chief Executive Officer; one (1) Chief Financial Officer; one (1) Chief Investor Relations Officer; one (1) Chief Data Officer; one (1) Chief Business Officer; one (1) Chief Information Technology Officer; and one (1) Chief Human Resources Officer, one (1) Commercial Officer; one (1) Product Officer; and five (5) Officers without specific designation, all elected by the Board of Directors.

Sole Paragraph - An officer may accumulate more than one function, provided that the minimum number of Officers provided for in the Brazilian Corporation Law is respected.

Article 28 - The Board of Directors is responsible for the administration of social affairs in general and the practice, for that purpose, of all necessary or convenient acts, except for those for which the competence is conferred by law or by these Articles of Incorporation on the General Meeting and/or the Board of Directors. In the exercise of their functions, the Officers may carry out all operations and perform all management acts necessary to achieve the objectives of their position, in accordance with the general business guidelines established by the Board of Directors, including resolving on the application of funds, compromise, waive, assign rights, confess debts, make agreements, enter into commitments, contract obligations, enter into contracts, acquire, dispose and encumber real estate and personal property, pledge collateral, endorsements and sureties, issue, endorse, pledge, discount, withdraw endorse securities in general, as well as open, operate and close accounts at credit institutions, subject to legal restrictions and those established in these Articles of Incorporation.

Paragraph 1 - The Executive Board is also responsible for:

- (a) complying with and enforcing these Articles of Incorporation and the resolutions of the Board of Directors and of the General Meeting;
- (b) submitting, annually, to the Board of Directors, the management report and the accounts of the Executive Board, accompanied by the report of the independent auditors, as well as the opinion of the Fiscal Committee, if any, opinion or report of the Audit Committee and the proposal for the application of profits obtained in the previous year;
- (c) submitting the annual budget to the Board of Directors;
- (d) submitting the detailed economic, financial and equity balance sheet of the Company and its subsidiaries to the Board of Directors on a quarterly basis; and
- (e) representing the Company actively and passively, in court or out-of-court, in compliance with the provisions of Article 31.

Paragraph 2 - The **Chief Executive Officer** shall coordinate the actions of the Officers and direct the execution of the activities related to the general planning of the Company, in addition to the functions, duties and powers committed to him/her by the Board of Directors, and complying with the policies and guidelines previously outlined by the Board of Directors, as well as:

- (a) call and preside over the meetings of the Executive Board;
- (b) participate in the development of the Company's strategy in the short, medium and long term;
- (c) oversee the Company's management activities, coordinating and supervising the activities of the members of the Executive Board;
- (d) propose, without exclusive initiative to the Board of Directors, the assignment of functions to each Officer at the time of their respective election;
- (e) annually, prepare and submit to the Board of Directors the annual business plan and the annual budget of the Company; and
- (f) manage corporate matters in general.

Paragraph 3 - The **Chief Financial Officer** shall, among other duties that may be assigned to him/her by the Board of Directors:

- (a) participate in the development of the Company's strategy in the short, medium and long term;
- (b) assist the Chief Executive Officer in coordinating the action of the Officers and directing the execution of activities related to the Company's general planning;
- (c) replace the Chief Executive Officer in the event of his/her absence or temporary absence, in which case he/she will be responsible for the functions, attributions and powers to that committed by the Board of Directors, as well as the attributions indicated in the sub-items of Paragraph 2 of this Article;
- (d) recommend financing alternatives and approving financial conditions for the Company's business;
- (e) manage the Company's financial resources, as well as manage cash and accounts payable and receivable;
- (f) monitor the evolution of operations, consolidate results and develop policies and guidelines to ensure the Company's financial health; and
- (g) direct the Company's accounting and financial planning areas.

Paragraph 4 - The **Chief Investor Relations Officer** shall:

- (a) participate in the development of the Company's strategy in the short, medium and long term;
- (b) represent the Company before the control agencies and other institutions that operate in the capital market, mainly CVM;
- (c) provide information to the investing public, to CVM, to the Stock Exchanges on which the Company has its securities traded and other agencies related to the activities carried out in the capital market, in accordance with applicable legislation, in Brazil and abroad; and
- (d) keep the Company's publicly-held company registration with the CVM updated.

Paragraph 5 - The **Chief Data Officer** shall:

- (a) participate in the development of the Company's strategy in the short, medium and long term;
- (b) plan, acquire, manage, optimize, update and validate the quality of the Company's data;
- (c) attend to complaints related to the data, through joint analyzes with the product area, performing the management of data acquisition optimization projects that represent the raw material of the Company's businesses; and
- (d) carry out consistency tests and guarantee data quality, as well as guarantee productivity, profitability and the highest added value service for the Company's customers.

Paragraph 6 - The Chief Business Officer shall:

- (a) participate in the development of the Company's strategy in the short, medium and long term;
- (b) act in the tactical field to implement the strategy for the verticals commercial area, through its segments (Finance and Banking, Telecom, Insurance, *Grande Varejo* (Great Retail) and *Varejo* Key Account (Key Account Retail));
- (c) identify opportunities with the market, as well as meet customized customer demands and support them in making the right decisions;
- (d) integrate and manage the commercial, product, consumer and analytics team in search of results; and
- (e) identify opportunities for mergers & acquisitions and similar businesses for the Company and its subsidiaries and lead the execution and implementation processes of these operations.

Paragraph 7 - The Chief Information Technology Officer shall:

- (a) participate in the development of the Company's strategy in the short, medium and long term;
- (b) provide the company with systems and resources existing on the market, through the continuous monitoring of new launches and the improvement of existing hardware and software;
- (c) plan, coordinate, manage and supervise systems development and maintenance projects;
- (d) promote actions aimed at ensuring the availability, quality and reliability of technology processes, products and services;
- (e) monitor and evaluate the elaboration and execution of plans, programs, projects and the strategic hiring of information and communication technology;
- (f) establish and coordinate the execution of the information technology security policy; and
- (g) be responsible for the Data Security Policy.

Paragraph 8 - The Chief Human Resources Officer shall:

- (a) participate in the development of the Company's strategy in the short, medium and long term;
- (b) coordinate the Strategic People Management;

- (c) manage short- and long-term compensation and plans, and implement the best strategies for attracting, retaining and managing talent for the Company;
- (d) be responsible for communication, targeting and support in development and career of the Company's professionals; and
- (e) be responsible for the communication guidelines and internal coordination of the Company's ESG plans.

Paragraph 9 – The **Commercial Officer** shall:

- (a) participate in the development of the Company's strategy in the short, medium and long term;
- (b) plan and direct the commercial area;
- (c) align commercial strategies with general business objectives and monitor the results obtained by the team;
- (d) define, implement and update sales plans; and
- (e) analyze the market together with the product area, for the development of new products and new businesses, in addition to customized demands from customers.

Paragraph 10 – The **Product Officer** shall:

- (a) participate in the development of the Company's strategy in the short, medium and long term;
- (b) monitor the market and develop competitive analyzes for the business;
- (c) define the strategy of the product area together with the general objectives of the business and monitor the results obtained by the team;
- (d) generate innovation for the business and products; and
- (e) monitor the market together with the commercial area, for the development of new products and new businesses, in addition to customized demands to boost the business.

Paragraph 11 – The **Officers without specific designation** shall:

- (a) participate in the development of the Company's strategy in the short, medium and long term;
- (b) ensure the alignment of the Company's strategy with the strategy of the respective area of activity;
- (c) monitor the results obtained by the respective team; and
- (d) plan and direct the projects and deliveries of the respective area of operation.

Article 29 - The Board of Executive Officers will meet whenever called by the Chief Executive Officer or by any two Officers, jointly, whenever so required by the business, with a minimum advance of two (2) business days, and the meeting will only be opened with the presence of the majority of its members.

Paragraph 1 - In the event of impediment or temporary absence of any Officer, the Executive

Board shall, as a collective body, appoint, among its members, a substitute who will accumulate, interim, the functions of the replaced person, and the interim substitution shall last until the definitive filling of the position to be decided by the first meeting of the Board of Directors to be held, the replaced person then elected shall act until the end of the term of office.

Paragraph 2 - The meetings of the Executive Board may be held through teleconference, videoconference or other means of communication, and such participation will be considered as a personal presence at said meeting. In this case, the members of the Executive Board who remotely attend the meeting of the Executive Board must express their votes by letter, facsimile or electronic mail that uniquely identifies the sender.

Paragraph 3 - At the end of the meeting, minutes must be drawn up, which must be signed by the number of officers necessary to approve the matter to be resolved, and later transcribed in the Minutes Record Book of the Company's Executive Board. The votes cast by Officers who participate remotely in the meeting of the Executive Board must also be included in the Minutes Record Book of the Executive Board, and a copy of the letter, facsimile or electronic message, as the case may be, containing the Officer's vote must be attached to the Book shortly after the transcription of the minutes.

Article 30 - Resolutions at the meetings of the Executive Board will be taken by a majority vote of those attending at each meeting.

Article 31 - The Company will consider itself obliged when represented:

- (a) by two (2) Officers jointly;
- (b) by one (1) Officer together with one (1) attorney-in-fact with special powers, duly constituted;
- (c) by two (2) attorneys-in-fact together, with special powers, duly constituted; or
- (d) by only one (1) Officer or one (1) attorney-in-fact with special powers, duly constituted, for the practice of the following acts: (i) representation of the Company before any federal, state and municipal public agencies, class entities, in the General Shareholders' Meetings or Meetings of Members of the companies in which the Company participates, as well as in the Meetings of private law entities in which the Company participates as a sponsor, founding member or simply participating member; (ii) endorsement of checks for deposit in bank accounts of the Company; and (iii) represent the Company before unions or Labor Courts; for matters of admission, suspension or dismissal of employees; and for labor agreements.

Paragraph 1 - The powers of attorney will be granted on behalf of the Company by two (2) Officers jointly, and must specify the powers granted and except those provided for in Paragraph 2 of this Article, will have a validity period limited to, at most, one (1) year.

Paragraph 2 - Powers of attorney for judicial purposes may be granted for an indefinite period and those granted for purposes of complying with the contractual clause may be granted for the term of validity of the contract to which they are linked.

The Audit Committee

Article 32 - The Audit Committee is an advisory body linked to the Board of Directors, with operational autonomy and its own budget approved by the Board of Directors.

Sole Paragraph - The Audit Committee must adopt an internal regulation, approved by the Board

of Directors, which will detail the functions of the Audit Committee, as well as its operational procedures, also defining the activities of the coordinator of the Audit Committee.

Article 33 - The Audit Committee will be composed of at least three (3) members, elected by the simple majority of the Board of Directors, with at least one (1) member being an independent director and another having recognized experience in accounting matters corporate.

Paragraph 1 - The same member of the Audit Committee may accumulate both characteristics referred to in the *caput*.

Paragraph 2 - The activities of the Audit Committee coordinator are defined in its internal regulations, approved by the Board of Directors.

Article 34 - The Audit Committee is responsible, among other matters:

- (a) opine on the hiring and dismissal of independent audit services;
- (b) evaluate the quarterly information, interim statements and financial statements;
- (c) monitor the activities of the Company's internal audit and internal controls area;
- (d) assess and monitor the Company's risk exposures;
- (e) evaluate, monitor, and recommend to the management the correction or improvement of the Company's internal policies, including the Policy on Transactions between Related Parties;
- (f) have means for receiving and handling information about non-compliance with legal and regulatory provisions applicable to the company, in addition to internal regulations and codes, including provision for specific procedures to protect the provider and the confidentiality of information; and
- (g) issue a recommendation opinion related to transactions with related parties, and the Audit Committee should recommend only transactions with related parties considered fair and under market conditions.

CHAPTER V THE FISCAL COMMITTEE

Article 35 - The Fiscal Committee will operate on a non-permanent basis, with the powers and attributions conferred on it by the Brazilian Corporation Law, and will only be installed by resolution of the General Meeting, or at the request of the shareholders, in the cases provided for in the Brazilian Corporation Law.

Article 36 - The Fiscal Committee, when installed, will be composed of four (4) sitting and alternate members in equal number, whether shareholders or not, elected and removed at any time by the General Meeting.

Paragraph 1 - The members of the Fiscal Committee will have a unified mandate of one (1) year, and may be reelected.

Paragraph 2 - The investiture of the members of the Fiscal Committee will be subject to the previous subscription of the investiture term, which will include their submission to the arbitration clause provided for in Article 46, as well as compliance with the applicable legal requirements.

Paragraph 3 - The members of the Fiscal Committee, at their first meeting, will elect their President.

Paragraph 4 - The investiture in the positions will be made by a term drawn up in the proper book, signed by the member of the Fiscal Committee who took office.

Paragraph 5 - The members of the Fiscal Committee will be replaced, in their absences and impediments, by the respective alternate.

Paragraph 6 - In the event of a vacancy in the position of member of the Fiscal Committee, the respective alternate will take his/her place; if there is no alternate, the General Meeting will be called to proceed to the election of a member for the vacant position.

Paragraph 7 - The remuneration of the members of the Fiscal Committee will be established by the General Meeting that elects them.

Article 37 - When installed, the Fiscal Committee will meet, under the terms of the Brazilian Corporation Law, whenever necessary and will analyze, at least quarterly, the financial statements.

Paragraph 1 - Regardless of any formalities, the meeting attended by all the members of the Fiscal Committee will be considered regularly called.

Paragraph 2 - The Fiscal Committee expresses itself by an absolute majority of votes, with the majority of its members present.

Paragraph 3 - All resolutions of the Fiscal Committee will be included in the minutes drawn up in the respective book of Minutes and Opinions of the Fiscal Committee and signed by the Directors present.

CHAPTER VI THE FISCAL YEAR AND PROFITS DISTRIBUTION

Article 38 - The fiscal year begins on January 1st and ends on December 31st of each year.

Sole Paragraph - At the end of each fiscal year, the Executive Board will proceed with the preparation of the Company's financial statements, in compliance with the relevant legal requirements, which must be audited by the independent auditors duly registered with the CVM chosen by the Board of Directors.

Article 39 - Together with the financial statements for the year, the Executive Board will present to the Annual Meeting a proposal on the allocation of net income for the year, being certain that the Company will distribute to shareholders in each year, as a mandatory dividend, at least 25% (twenty-five percent) of the adjusted net income for the year.

Paragraph 1 - The remaining balance of profits, if any, will have the destination that the General Meeting determines, being certain that the net profit for the year not destined under the terms of articles 193 to 197 of the Brazilian Corporation Law shall be distributed to shareholders.

Paragraph 2 - If the balance of the profit reserves, except for contingencies, tax incentives and unrealized profits, exceeds the capital stock, the General Meeting shall decide on the application of the excess in the payment or in the capital increase or, also, in the distribution of dividends to shareholders.

Article 40 - As proposed by the Executive Board, approved by the Board of Directors, *ad referendum* of the Annual Meeting, the Company may pay or credit interest to the shareholders, as

remuneration on the shareholders' equity, in compliance with the applicable legislation. Any amounts thus paid may be charged to the amount of the mandatory dividend provided for in these Articles of Incorporation.

Paragraph 1 - In case of credit of interest to the shareholders during the fiscal year and attribution thereof to the mandatory dividend amount, the shareholders will be compensated with the dividends to which they are entitled, being guaranteed the payment of any remaining balance. In the event that the value of the dividends is lower than what was credited to them, the Company will not be able to charge the shareholders the excess balance.

Paragraph 2 - The effective payment of interest on own capital, once the credit has occurred during the fiscal year, will be made by resolution of the Executive Board, during the fiscal year or the following year, but never after the dividend payment dates.

Article 41 - The Company may prepare half-yearly balance sheets, or at lower periods, and declare, by resolution of the Board of Directors:

- (a) the payment of dividends or interest on equity, to the profit account determined in the half-yearly balance sheet, charged to the mandatory dividend amount, if any;
- (b) the distribution of dividends in periods of less than six (6) months, or interest on own capital, imputed to the amount of the mandatory dividend, if any, provided that the total of dividends paid in each semester of the fiscal year does not exceed the amount of capital reserves; and
- (c) the payment of interim dividends or interest on equity, to the account of retained earnings or profit reserve existing in the last annual or half-yearly balance sheet, charged to the mandatory dividend amount, if any.

Article 42 - The General Meeting may resolve on the capitalization of profit or capital reserves, including those established in interim balance sheets, subject to the applicable legislation.

Article 43 - Dividends not received or claimed shall be time-barred within three (3) years from the date on which they were made available to the shareholder and shall revert to the Company.

CHAPTER VII THE DISPOSAL OF CONTROL

Article 44 - The direct or indirect disposal of control of the Company, either through a single operation or through successive operations, must be contracted on the condition that the acquirer of the control undertakes to carry out an OPA having as subject the shares and securities convertible into shares issued by the Company owned by the other shareholders and holders of securities convertible into shares, subject to the conditions and terms provided for in the legislation, regulations in force and the Novo Mercado Regulation, in order to guarantee them equal treatment to that given to the seller.

Paragraph 1 - In the event of an indirect disposal 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 by operation of law, regardless of the ownership interest held.

CHAPTER VIII THE CORPORATE RESTRUCTURING

Article 45 - 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 one hundred and twenty (120) days from the date of the General Meeting that resolved on the said reorganization.

Sole Paragraph - In case the reorganization involves resulting companies that do not intend to claim admission to the Novo Mercado, the majority of the holders of the Outstanding Shares of the Company present at the general meeting must agree to this structure.

CHAPTER IX THE ARBITRATION

Article 46 - The Company, its shareholders, managers, members of the fiscal committee, effective members and alternates, if any, undertake to resolve, through arbitration, before the Market Arbitration Chamber (*Câmara de Arbitragem do Mercado*), in the form of its regulation, any dispute that may arise between them, related to or arising from their condition as issuer, shareholders, managers and members of the fiscal committee, and in particular, arising from the provisions contained in Law No. 6,385, of December 7, 1976, as amended, in the Brazilian Corporation Law, in these Company's Articles of Incorporation, in the rules issued by the National Monetary Council, by the Central Bank of Brazil and CVM, as well as in the other rules applicable to the functioning of the capital market in general, in addition to those contained in the Novo Mercado Regulation, the other B3 regulations and the Novo Mercado Participation Agreement.

CHAPTER X THE LIQUIDATION OF THE COMPANY

Article 47 - The Company will go into liquidation in the cases determined by law, and the General Meeting shall elect the liquidator or liquidators, as well as the Fiscal Committee that shall operate during that period, in compliance with legal formalities.

CHAPTER XI THE SHAREHOLDER AGREEMENTS

Article 48 - The Company will comply with, when applicable, the shareholders' agreements filed at its headquarters, being expressly forbidden to the members of the board of directors of the General Meeting or the Board of Directors to accept the declaration of vote of any shareholder, signatory of the shareholders' agreement duly filed at the Company's headquarters, which is rendered in disagreement with what has been settled in said agreement, and the Company is also expressly prohibited from accepting and proceeding with the transfer or encumbrance of any shares and/or the assignment of preemptive rights to the subscription of shares and/or other securities that do not respect what is provided for and regulated in a shareholders' agreement filed at the Company's headquarters.

CHAPTER XII THE FINAL PROVISIONS

Article 49 - The cases omitted in these Articles of Incorporation will be resolved by the General Meeting and regulated in accordance with the Brazilian Corporation Law and the Novo Mercado Regulation.

Article 50 - The Company is prohibited from granting financing or guarantees of any kind to third parties, under any modality, for business outside the corporate interests, except for the Company's subsidiaries.

Article 51 - The Company may indemnify and/or hold harmless its managers, members of the Fiscal Council and other employees who exercise a management position or function in the Company and its subsidiaries (jointly or individually, "Beneficiaries"), directly paying or reimbursing the Beneficiaries for any expenses, damages or losses that may be incurred at any time and that are directly or indirectly related to the exercise of their functions in the Company, including but not limited to legal fees, legal opinions, procedural costs and fines and indemnifications in the administrative, civil or criminal spheres, under the terms and conditions of indemnity agreements to be entered into between the Company and each of the Beneficiaries, upon approval by the Company's Board of Directors.

* * *