

BOA VISTA SERVIÇOS S.A.
Publicly-Held Company
CNPJ/ME No. 11.725.176/0001-27
NIRE 35.300.377.605

MATERIAL FACT

Boa Vista Serviços S.A. (B3: BOAS3; "**Boa Vista**" or "**Company**"), in compliance with the provisions of article 157, paragraph 4 of Law No. 6,404/76 ("**Brazilian Corporation Law**") and CVM Resolution No. 44/2021, hereby informs its shareholders and the market in general, in addition to the Material Fact disclosed on December 18, 2022, that on this date the Company, Equifax do Brasil S.A. ("**EFX Brasil**", together with the Company, "**Companies**") and its parent company, Equifax Inc. ("**Equifax**") (NYSE: EFX) have entered into a definitive merger agreement ("**Merger Agreement**"), whereby the terms and conditions for the implementation of the business combination of Equifax and the Company were established.

The Merger Agreement provides for the combination of businesses by means of the merger of shares of Boa Vista by EFX Brasil ("**Merger of Shares**" or "**Transaction**").

The Company's Board of Directors authorized, on this date, by majority of votes, the execution of the Merger Agreement, which provides the terms and conditions of the Protocol of the Merger of Shares and Justification ("**Protocol**") that will be executed by the Companies, containing the description of the terms and conditions applicable to the Transaction. As described below, the general meetings of the Companies to resolve on the Merger of Shares will be called in due course.

1 Main Terms of the Transaction

The main terms of the Transaction are described below:

1.1 Identification of the companies involved and description of the activities performed

The Merger of Shares will involve Boa Vista, a publicly-held company that is the second largest credit bureau in Brazil, listed on the Novo Mercado segment of B3. S.A. - Bolsa, Brasil Balcão ("**B3**") and EFX Brasil, a Brazilian privately held, non-operational company indirectly controlled by EFX and which holds approximately 9.95% of the Company's capital stock. EFX is a global data analysis and technology company whose shares are traded on the New York Stock Exchange.

1.2 Description and Purpose of the Transaction

Subject to the terms and conditions of the Merger Agreement, the Transaction will be implemented by means of the merger of shares of the Company by EFX Brasil, pursuant to articles 224, 225 and 252 of the Brazilian Corporation Law, as well as CVM Resolution 78/22, with the consequent issuance of compulsorily redeemable preferred shares of EFX Brasil, with no par value, in accordance with the option chosen by the shareholder, as described below, as well as the delivery of such securities to the Company's shareholders.

With the conclusion of the Transaction, the Company will continue to develop its activities as a wholly-owned subsidiary of EFX Brasil, preserving its legal personality and assets, and the shares will no longer be listed on B3's Novo Mercado segment.

1.3 Main Benefits, Costs and Risks of the Transaction

The Transaction aims to create a solid business structure based on the integrated performance of EFX and Boa Vista in the credit bureau market in Brazil. The business combination with EFX and the integration of the Company's activities will allow for the exchange of knowledge and expertise, providing the Company with a global platform, additional regional resources in Latin America, scale, technology and industry leading products (such as Cyber Financial (debt collection), Ignite (Analytics) and Interconnect (flexible decisioning) that will enhance the Company's competitive position in Brazil. EFX's cloud technology and unique data capabilities and capacity (including workforce solutions and identity products) will help accelerate Boa Vista's transformation and expansion into new types of markets, as well as enable the resulting combined company to jointly create new high-value products and services for its customers, making it the leading credit bureau in the country.

The Company's management estimates that the costs for consummation of the Transaction will be approximately thirteen million reais (R\$13,000,000.00), which include costs with financial advisory services, evaluations, legal and other advisory services for the implementation of the Transaction, publications and other related expenses.

The Companies do not foresee significant risks resulting from the consummation of the Transaction, and its success will depend, mainly, on the possibility of the combined Company to take advantage of future growth opportunities and economies of scale resulting from the intended business combination.

1.4 Exchange Ratio and Redemption Price

Subject to the terms and conditions set forth in the Merger Agreement, upon consummation of the Merger of Shares, each share issued by the Company will be replaced by one redeemable preferred share of EFX Brazil, and shareholders may choose to receive one of the following EFX Brazil preferred share class options, each with the redemption price described below:

- (i) class A shares, redeemable in cash for R\$8.00 (eight reais);
- (ii) class B shares, redeemable in cash for R\$7.20 (seven reais and twenty cents) and 0.0008 Brazilian Depositary Receipts ("BDRs") of EFX representing common shares of EFX; and
- (iii) class C shares, redeemable in cash for R\$ 5.33 (five reais and thirty-three cents) in common shares of EFX Brasil and R\$ 2.67 (two reais and sixty-seven cents) in cash or 0.0027 of EFX BDRs.

The cash portion of the redemption will be corrected by the IPCA from May 10, 2023 until the day immediately before the payment.

If the shareholder does not exercise the option according to the procedures and within the period to be informed by the Company in due course, or, further, does not exercise the right to withdraw, as defined below, said shareholder will necessarily receive option "i", for class A shares.

The exchange ratio and the cash portion were negotiated by the managements of the Company and EFX, as independent parties, during the negotiation process of the business combination that culminated in the execution of the Merger Agreement.

The consideration for the redemption of the shares issued by EFX Brasil represents an 89% premium to the closing price of the Company's shares on December 15, 2022 (last trading day of the trading session before the release of EFX's proposal). It also represents a 185% premium to

Boa Vista's enterprise value based on the closing price on December 15, 2022 and a 65% premium to Boa Vista's volume weighted average trading price for the last 30 trading sessions ended December 15.

The Company has engaged (a) Apsis Consultoria e Avaliações Ltda., to assess the book value of Boa Vista shares to be incorporated by EFX Brasil; and (b) KPMG Auditores Independentes, which will issue a reasonable assurance report on the *pro forma*.

1.5 Shareholder Approval and Conditions Precedent

The effectiveness of the Transaction is conditioned to (i) the approval of the Companies' shareholders at their respective shareholders' meetings; (ii) the registration of the BDR Program with the Brazilian Securities and Exchange Commission - CVM, as described below; (iii) the declaration of effectiveness of the amendment to the registration statement by the Securities and Exchange Commission ("**SEC**"), as described below; as well as (iv) the verification of certain other conditions precedent usual for transactions of this type, as set forth in the Merger Agreement.

Once the conditions precedent are verified, the Company's Board of Directors shall set the date on which the Transaction shall be effectively consummated and shall release a Material Fact with the closing date ("**Closing Date**") and the details of the procedures.

No approval by regulatory agencies is required.

1.6 Calculation of the Exchange Ratio under article 264 of the Brazilian Corporation Law

Considering that the Companies do not have a control relationship, do not have common control and that the exchange relationship was negotiated between absolutely independent parties, there is no need to talk about the applicability of article 264 of the Corporation Law to the Transaction.

1.7 Right of Withdrawal

Pursuant to the provisions of article 252, paragraph 2 of the Brazilian Corporation Law, the Merger of Shares shall give rise to the right of withdrawal of the shareholders who hold common shares of the Company, on an uninterrupted basis, since the end of the trading session on December 17, 2022 (date of the last trading session preceding the first Material Fact about the Transaction) and who do not vote in favor of the Transaction, or who do not attend the General Meeting that will consider the Transaction, and such right shall be exercised within 30 days as of the publication date of the respective General Meeting minutes.

The Company will disclose the refund amount in due course when the general meeting is called.

2 Other Relevant Information

2.1 BDR Program

EFX will make the request for registration of the Sponsored BDR Level I Program at the CVM and the respective request for admission to trading at B3. Obtaining these registrations is a condition for the Transaction to take place.

2.2 SEC Filing

EFX and EFX Brasil will make a public filing of an amendment to the registration statement with the SEC relating to the terms and conditions for implementation of the Transaction. The convening and holding of Boa Vista's General Meeting will be subject to the SEC's declaration of effectiveness of the amendment to the registration statement filed with the SEC.

2.3 Dividends and treatment of the non-resident investor

Any proceeds that may be distributed to the shareholders until the Closing Date of the Transaction shall be deducted from the cash portion of their respective redemption price, in the manner provided for in the Merger Agreement.

In relation to the Company's shareholders who are not resident in Brazil, any capital gain earned in the Transaction will be subject to Withholding Income Tax ("**IRRF**"), pursuant to article 21, paragraph 6 of Normative Instruction RFB 1,455/14, as amended by Normative Instruction RFB 1. 732/17, being certain that the Companies reserve the right to: (a) withhold income tax according to the procedure that will be detailed in a Notice to Shareholders to be disclosed in due course, through which the conditions to be observed for informing the investor of the gain earned or the absence of taxable capital gain will be detailed; and (b) offset the amount of withholding income tax eventually collected on behalf of the non-resident foreign investor against the amount to be paid in cash to which the respective investor is entitled, as well as against any other credits held against the foreign investor, including, without limitation, the amount of any dividends, interest on equity and other proceeds that may be declared and/or paid by the Companies at any time, even if prior to the Date of Closing of the Transaction.

2.4 Remuneration and Incentives

Subject to the provisions of the Merger Agreement, there shall not result in any adjustment of the redemption price of the redeemable preferred shares of EFX Brazil described in item 1. 4 above, the anticipation and/or renegotiation, as applicable, of the terms and conditions: (i) of the call options under the Company's Stock Option Plan; (ii) of the restricted shares under the Company's Restricted Stock Plan; (iii) of the outstanding warrants on the Closing Date; and (iv) of the agreements entered into with executives that provide for financial settlement linked to the performance of the shares issued by the Company.

2.5 Merger Agreement Termination Fee

The Merger Agreement also contemplates a fine of R\$200,000,000.00 (two hundred million reais) in case of rescission:

- (i) (a) By any of the Companies due to the reaching of the deadline date (of 9 months as of the present date) without the conditions precedent having been met due to the failure of one of the parties ("**End Date**"); (b) by EFX or EFX Brazil for breach of representations and warranties or breach of contractual obligations of Boa Vista (which are not remediable prior to the Closing Date or which are not remedied within 30 days of a notice by EFX or EFX Brazil of such breach), - except in respect of the updating of the Litigation Annex to the Merger Agreement or the occurrence of a material adverse effect on Boa Vista, in which cases the fine shall not apply; or (c) by Boa Vista for breach of representations and warranties or breach of contractual obligations of EFX or EFX Brasil that are not remediable prior to the Closing Date or that are not remedied within 30 days of a notice by Boa Vista of the breach, in which case the penalty will be paid by the defaulting party;
- (ii) (ii) If, cumulatively, (a) (i) by EFX Brasil or EFX, if the Transaction is not approved at the General Meeting of Boa Vista, or (ii) by any of the Parties due to the reaching of the End Date or the existence of an unappealable court decision prohibiting the implementation of the Transaction and (b) prior to such termination ((a) above) the Company has received an acquisition proposal or request for non-confidential information by a potential acquirer after the execution of the Merger Agreement; and (c) prior to the termination of the Merger

Agreement (as (a) above) or within 12 months after such termination, an acquisition transaction of Boa Vista is consummated; in which cases the fine shall apply to Boa Vista; or

- (iii) by EFX Brasil, EFX or Boa Vista due to the reaching of the Final Date, the existence of an unappealable court decision that prohibits the implementation of the Transaction or the non-approval of the Transaction by the General Meeting of Boa Vista and the Board of Directors (a) has changed its recommendation in favor of the Transaction; and/or (b) recommends favorably or makes another acquisition proposal feasible; in which cases the fine shall apply to Boa Vista, except if items "a" and "b" arise from a material adverse event in EFX, a material change in EFX's business or other specific events affecting EFX, as provided for in the Merger Agreement.

2.5 Merger Agreement Termination Fee foreseen in the referred agreement has a compensatory character, except in case of breach of contractual obligations, in which eventual additional losses and damages may be applicable.

3 Advisors

Citigroup Global Markets Brasil, Corretora de Câmbio, Títulos e Valores Mobiliários S.A. acted as financial advisor to Boa Vista and UBS BB Serviços de Assessoria Financeira e Participações S.A acted as financial advisor to the Board of Directors of Boa Vista. Bank of America Merrill Lynch acted as financial advisor to EFX. The law firms Lefosse Advogados and Spinelli Advogados acted as legal advisors to Boa Vista and to the Board of Directors of Boa Vista, respectively. EFX Brasil and EFX were advised by the law firms Hogan Lovells (for foreign law matters) and Machado Meyer Sedacz e Ópice Advogados.

4 Extraordinary General Meetings

The extraordinary general meetings that will consider the acts and documents related to the Transaction will be called in due course, after the registration statement has been filed with the SEC.

Further details regarding the redemption of the preferred shares of EFX Brasil, payment of the cash portion, rights of the common shares of EFX Brasil, deadlines and documents required for Boa Vista shareholders to declare their options, as well as other related information, will be disclosed in due course.

The Company will keep its shareholders and the market informed about relevant updates regarding the matters addressed herein.

February 9, 2023.

Monica Freitas Guimaraes Simão
Chief Financial and Investor Relations Office