

**ARTICLES OF INCORPORATION
OF
VALID SOLUÇÕES S.A.**

**CHAPTER I
NAME, HEAD OFFICE, ACTIVITIES AND DURATION**

Article 1 - Valid Soluções S.A. ("Company") is a corporation governed by these Articles and by applicable law.

Sole Paragraph - The Company having joined the New Market operated by B3 S.A. - Brasil, Bolsa, Balcão ("B3"), the Company, its shareholders, including controlling shareholders, Managers, Directors, and members of the Supervisory Board are subject to the B3 New Market Rules ("New Market Rules").

Article 2 - The Company's head office is located in the city of Rio de Janeiro, State of Rio de Janeiro, at Rua Peter Lund, 146/202, Caju, CEP 20930-390, and the courts of that state will have jurisdiction on the Company.

Sole Paragraph - The Company may open, close and change the address of any branches, agencies, warehouses, offices and any other establishments in Brazil or abroad by decision of the Executive Board.

Article 3 - The Company's activities and purposes are:

- a) Manufacture of printed products in general, including security forms, lottery tickets and systems in general, including electronic ones, and paper money;
- b) Manufacture of plastic, magnetic, inductive, smart contact and contactless and other types of cards, card embossing and encoding;
- c) Document personalization, encoding and microfilming;
- d) Provision of identification services, including by biometric recognition;
- e) Provision of technical, planning and advisory services on security materials and on computer systems, equipment maintenance and technical assistance in general;
- f) Development of computer applications and systems;
- g) Systems management and provision of data, lottery, games and other processing services;
- h) Development, implementation and execution of electronic document management projects;
- i) Commercial activities in general, including commercial representation;
- j) Import and export;
- k) Machinery and equipment rental;
- l) Development, implementation and execution of object tracking projects, products and services;
- m) Equity investment in other companies, in Brazil or abroad, as partner, member or shareholder; and

n) Other activities directly related to items (a) to (l) above.

Article 4 - The Company's duration is open-ended.

CHAPTER II OWNERS' CAPITAL

Article 5 - Owners' capital is one billion, twenty-three million, twenty-eight thousand, three hundred and twenty reais and sixteen cents (BRL 1,023,028,320.16), fully subscribed and paid in, divided into eighty-two million, four hundred and seventy-five thousand, four hundred and forty-two (82,475,442) registered book-entry common shares with no par value.

Article 6 - The Company is authorized to increase owners' capital to one hundred million (100,000,000) common shares, including common shares already issued.

Paragraph 1 - Within the limits authorized in this Article, the Company may by resolution of the Board of Directors increase owners' capital regardless of any change to these Articles. The Board of Directors will establish the conditions for the issue, including price and pay in time.

Paragraph 2 - Within the bounds of authorized capital, the Board of Directors may decide to issue warrants.

Paragraph 3 - Within the bounds of authorized capital and in accordance with the plans approved in a Shareholders' Meeting, the Board of Directors may give to its managers, directors ("Managers and Directors") and employees ("Employees"), as well as to managers, directors and employees in other companies directly or indirectly controlled by the Company, options to purchase or to subscribe shares, without shareholders having any preemptive rights.

Paragraph 4 - The Company shall not issue preferred shares or profit-sharing bonds.

Article 7 - Owners' capital will be divided only into common shares and the issue of preferred shares is banned. Each common share will give right to one vote in resolutions passed in Shareholders' Meetings.

Article 8 - The Company's shares are all book-entry and will be kept in deposit accounts on behalf of their owners with a financial institution authorized by the Securities and Exchange Commission ("CVM") and no certificates will be issued.

Sole Paragraph - The cost of transfer and registration and the cost of book-entry share services may be charged directly to shareholders by the bookkeeping institution, as defined in the stock bookkeeping agreement.

Article 9 - Shares, convertible bonds and warrants may at the discretion of the Board of Directors be issued without or with diminished preemptive rights if the relevant shares, convertible bonds and warrants are placed through sales in a stock exchange, public subscription or by exchange of shares in connection with a tender offer to acquire Control, within the bounds of the law and of authorized capital.

CHAPTER III SHAREHOLDERS' MEETINGS

Article 10 - Annual Shareholders' Meeting will occur once a year and Special Shareholders' Meetings will occur whenever called in compliance with Law no. 6404 dated December 15, 1976 ("Corporations Act") or with these Articles.

- Paragraph 1 - Resolutions will be passed in Shareholders' Meetings by absolute majority of the votes present, unless a qualified quorums is established in the Corporations Act and subject to Article 46, paragraph 1, herein.
- Paragraph 2 - Shareholders' Meetings to resolve the cancellation of the Company's public company registration or New Market delisting must be called at least thirty (30) days in advance.
- Paragraph 3 - Shareholders may only resolve matters on the agenda included in the notice of the relevant Shareholders' Meeting, subject to the exceptions established in the Corporations Act.
- Paragraph 4 - Shareholders shall submit no less than forty-eight (48) hours before the relevant Shareholders' Meeting, in addition to identity and/or corporate documents proving legal representation, as the case may be: (i) proof issued by the stock bookkeeping institution no earlier than five (5) days before the day of the Shareholders' Meeting; (ii) a proxy appointment; and/or (iii) in relation to those shareholders whose shares are held in a fungible stock custody system, a statement issued by a competent institution showing that shareholder's share position.
- Paragraph 5 - Without prejudice to the foregoing, any shareholder, proxy or legal representative who appears at the meeting carrying the documents referred to in the preceding paragraph until the moment when the meeting is called to order will be allowed to participate and to vote even if those documents were not previously submitted.
- Paragraph 6 - The minutes of Shareholders' Meetings will be: (i) recorded in the book of Minutes of Shareholders' Meetings in the form of a summary of the facts occurred, containing a summary indication of how the shareholders present voted, of blank votes and of abstentions; and (ii) published without showing any signatures.

Article 11 - Without prejudice to the provisions in Article 123 in the Corporations Act, Shareholders' Meetings will be called by the Chair or by the Vice Chair of the Board of Directors. Shareholders' Meetings will be called to order and chaired by the Chair of the Board of Directors or, if s/he is absent or impeded or not physically present at the meeting place, by the Vice Chair of the Board of Directors, or, if s/he is absent or impeded or not physically present at the meeting place, by another Director, Manager or shareholder appointed in writing by the Chair of the Board of Directors. The Chair of the Shareholders' Meeting shall appoint a Secretary.

Article 12 - In addition to the authority given in statute, shareholders in Shareholders' Meetings shall:

- I. elect and remove members of the Board of Directors;
- II. establish the global annual compensation amount for members of the Board of Directors, of the Executive Board and of the Supervisory Board;
- III. amend the Articles of Incorporation;
- IV. resolve the dissolution, winding-up, consolidation, breaking up, merger of the Company or of any company into the Company;

- V. allocate stock bonuses and decide on any stock reverse splits and splits;
- VI. approve plans giving options to purchase or subscribe stock to its Managers and Directors and Employees, as well as to managers, directors and employees in other companies directly or indirectly controlled by the Company
- VII. resolve, based on Management's proposal, the allocation of the fiscal year's income and the distribution of dividends;
- VIII. elect a liquidator and the Supervisory Board that will operate during the liquidation phase;
- IX. decide on B3 New Market delisting;
- X. resolve the cancellation of the Company's public company registration with CVM;
- XI. choose a specialized company from those indicated by the Board of Directors to prepare a valuation report for the Company's stock in the circumstance mentioned in Article 46; and
- XII. resolve any matter submitted to shareholders by the Board of Directors.

CHAPTER IV GOVERNANCE BODIES

Section I - Provisions Common to all Governance Bodies

Article 13 - The Company will be managed by the Board of Directors and by the Executive Board.

Paragraph 1 - Each Manager or Director will take office upon signature of a declaration of acceptance of office in the proper book, including his/her acceptance of arbitration under Article 54 and declaration of satisfaction of the applicable statutory requirements, no bond required.

Paragraph 2 - Managers and Directors will remain in their positions until their substitutes take office, unless otherwise resolved by shareholders in a Shareholders' Meeting or by the Board of Directors, as the case may be.

Article 14 - Shareholders shall resolve in a Shareholders' Meeting the annual global compensation paid to Managers and Directors and the Board of Directors shall allocate individual amounts.

Article 15 - Except as herein otherwise established, Governance Bodies or technical committees will validly meet with the presence of the majority of their members and will pass resolutions with the absolute majority vote of those present.

Sole Paragraph - Meetings not called by prior notice will be valid only if all their members are present. Members of a Governance Body who vote by delegation in favor of another member of the same body, who cast an early vote in writing or who vote in writing by fax, email or any other means of communication will be deemed present.

Section II - Board of Directors

Article 16 - The Board of Directors will have no less than five (5) and no more than seven (7) members, all elected or removed by shareholders in a Shareholders' Meeting. All members will have concurrent two-year (2) terms of office, each such year corresponding to the time period between two (2) Annual Shareholders' Meetings, reelection allowed.

- Paragraph 1 - At least the greater between two (2) members or twenty-percent (20%) of the members of the Board of Directors will be Independent Directors as defined in the New Market Rules. Said individuals will be designated Independent Directors in the Shareholders' Meeting in which they are elected.
- Paragraph 2 - If the percentage referred to in the preceding paragraph yields a fractional number, the Company shall round it up to the next whole number.
- Paragraph 3 - In the Shareholders' Meeting whose agenda includes the election of the members of the Board of Directors because their terms of office have lapsed, shareholders shall establish the actual number of members for the next term of office.
- Paragraph 4 - Members of the Board of Directors must have unblemished reputation and, unless shareholders resolve otherwise in a Shareholders' Meeting, cannot (i) hold any position in companies that may be deemed competitors of the Company; or (ii) have or cause any conflicting interest in relation to the Company. A member of the Board of Directors who later falls into any of the impediment circumstances mentioned in this Paragraph will be barred from voting.
- Paragraph 5 - Members of the Board of Directors shall not have access to information or participate in meetings of the Board of Directors related to matters on which s/he has or causes a conflicting interest in relation to the Company.
- Paragraph 6 - Any shareholder that wishes to appoint one or more representatives to the Board of Directors who are not members thereof in its most recent composition shall give the Company written notice thereof five (5) days before the date of the Shareholders' Meeting in which the Directors will be elected, providing the name, personal details and full professional curriculum of the candidates.

Article 17 - The Board of Directors will have one (1) Chair and one (1) Vice Chair, who will be elected by the absolute majority of votes of those present in the first meeting of the Board of Directors to occur immediately after said members have taken office or whenever the Chair or Vice Chair resign or one of those positions becomes vacant. The Vice Chair will perform the Chair's duties when the latter is absent or temporarily impeded, regardless of any formality. If the Chair and the Vice Chair are absent or temporarily impeded, the Chair's duties will be performed by another member of the Board of Directors appointed by the Chair.

- Paragraph 1 - Meetings of the Board of Directors will be called by the Chair, by the Vice Chair or by the majority of the members of the Board of Directors. Meetings of the Board of Directors will be called to order and chaired by the Chair of the Board of Directors or, if s/he is absent or impeded or not physically present at the meeting place, by the Vice Chair of the Board of Directors, or, if s/he is absent or impeded or not physically present at the meeting place, by another Director appointed in writing by the Chair of the Board of Directors.
- Paragraph 2 - The Chair will have a casting vote if voting on any resolution of the Board of Directors is tied.

Paragraph 3 - The same individual cannot hold the positions of Chair of the Board of Directors and Chief Executive Officer or main executive of the Company.

Article 18 - The Board of Directors will meet at least four (4) times a year and whenever specially called by the Chair, by the Vice Chair or by the majority of its members. Meetings of the Board of Directors may be held by conference call, videoconference or any other means of communication allowing a member to identify and simultaneously communicate with all other persons present at the meeting.

Paragraph 1 - Meetings will be called by at least five (5) days' written notice to each member of the Board of Directors including the agenda, date, time and place of the meeting.

Paragraph 2 - All resolutions of the Board of Directors will be recorded in minutes drawn up in the book of Minutes of Meetings of the Board of Directors and will be signed by the Directors present.

Article 19 - In addition to the authority given in statute or in the Articles of Incorporation, the Board of Directors shall:

- I. establish the Company's overall business policy;
- II. elect and remove the Company's Managers;
- III. establish each Manager's duties, including the appointment of the Investor Relations Officer, in compliance with these Articles;
- IV. resolve to call Shareholders' Meetings whenever the Board of Directors deems convenient or under Article 132 in the Corporations Act;
- V. oversee the performance of Managers, at any time examining the Company's books and documents and requesting information on the agreements entered into or about to be entered into and on any other acts;
- VI. choose and terminate the Company's independent auditors based on the Audit Committee's analysis and opinion;
- VII. summon the independent auditors to provide any explanations the Board of Directors deems necessary;
- VIII. appoint, remove and replace members of its advisory committees, including the Audit Committee and the Compensation Committee, and approve their bylaws, if any;
- IX. establish the budget to cover the operating expenses of the Audit Committee and the Compensation Committee and establish their members' compensation;
- X. examine Management's Report and accounts and resolve their submission to shareholders in a Shareholders' Meeting;
- XI. approve the annual budgets and investment plans for the Company, its subsidiaries and affiliates,

strategic plans and expansion projects and oversee their implementation;

- XII. submit to shareholders in a Shareholders' Meeting any proposed change to the Articles of Incorporation;
- XIII. submit to shareholders in a Shareholders' Meeting any proposed dissolution, consolidation, breaking up, merger of the Company or merger of other companies into the Company;
- XIV. provide a prior opinion on any matter that will be submitted to shareholders in a Shareholders' Meeting;
- XV. authorize the issuance of Company shares within the limits authorized in Article 6 herein, establishing the conditions of the issue, including price and payment times, and, if the Board of Directors so decides, excluding preemptive rights or reducing the time window for their exercise in relation to the shares, warrants and convertible bonds issued for placement through sales in stock exchanges, public subscription or in connection with a tender offer to acquire Control, within the bounds of the law;
- XVI. resolve the acquisition by the Company of its own stock, to be held in treasury and/or for later cancellation or sale;
- XVII. resolve the issuance of warrants pursuant to Paragraph 2 to Article 6 herein;
- XXVIII. give options to purchase or subscribe stock to its Managers and Directors and Employees, as well as to managers, directors and employees in other companies directly or indirectly controlled by the Company
- XIX. establish the profit sharing amount to be distributed to the Company's Managers and Employees or decide not to share any profits;
- XX. submit to shareholders in a Shareholders' Meeting the proposed allocation of the fiscal year's net income;
- XXI. allocate each Manager's individual amount from the global annual compensation amount for Managers and Directors established in a Shareholders' Meeting;
- XXII. authorize the Company to enter into, alter or terminate any agreement with any Manager contemplating any payment, including indemnifications, pertaining to (i) that Manager's voluntary or involuntary termination; (ii) change in Control; or (iii) any other similar event;
- XXIII. authorize the Company to enter into, alter or terminate any agreement of any kind (but employment agreements), including loan agreements, with any Manager, Director and/or shareholder of the Company, with third parties related to them, including companies directly or indirectly controlled by said managers, directors and/or shareholders or by any third parties related to them;
- XXIV. authorize the Company to enter into, alter or terminate any agreement of any kind, (but employment

agreements), including loan agreements, with any Employee, with third parties related to them, including companies directly or indirectly controlled by said Employees or by any third parties related to them;

- XXV. resolve the issuance of simple unsecured bonds not convertible into stock and of bonds convertible into stock, limited to the Company's authorized capital;
- XXVI. by delegation of shareholders in a Shareholders' Meeting when the Company issues any bonds, resolve maturity, amortization or redemption times and conditions, the time and conditions for payment of interest, profit sharing and reimbursement premium, if any, and the subscription or placement method and the types of bond;
- XXVII. prepare the Company's internal policy regarding the disclosure of information to the market;
- XXVIII. approve the Company's equity investment in or divestment from other companies;
- XXIX. request information on the agreements entered into or about to be entered into and on any other Company-related acts;
- XXX. prepare the triple list of firms specialized in the economic valuation of companies to prepare a valuation report for the Company's stock pursuant to Article 46 herein;
- XXXI. approve the engagement of an institution to provide book-entry share bookkeeping services;
- XXXII. organize and establish rules for its activities, in compliance with the rules herein and in applicable law;
- XXXIII. resolve the payment or credit of interest on shareholders' equity to shareholders, in compliance with applicable law;
- XXXIV. establish parameters for the Executive Board regarding the issuance of any debt instruments for funding purposes, be they bonds, notes, commercial papers or others commonly used in the market, also deciding on their issuance and redemption conditions;
- XXXV. authorize the purchase, transfer or encumbrance of real estate property by the Company;
- XXXVI. approve in each fiscal year the transfer of non-fixed items reported in fixed assets whose residual value exceeds five percent (5%) of subscribed owners' capital;
- XXXVII. approve in each fiscal year the creation of encumbrances and suretyships or accommodations, except when involving the very asset purchased, in excess of five percent (5%) of the preceding fiscal year's annual net income;
- XXXVIII. approve in each fiscal year the creation of guarantees in relation to deposits in court, lease agreements or competitive bidding processes in excess of five percent (5%) of the preceding fiscal year's annual net income for each such purpose;

- XXXIX. raise in each fiscal year long- or short-term debt when the principal of all of the Company's outstanding loans and financing exceeds ten percent (10%) of the preceding fiscal year's net income;
- XL. approve the purchase of fixed assets in excess of twenty (20%) percent of the investment plan approved by the Board;
- XLI. resolve the assignment or transfer to a third party, by any means, of intellectual or industrial property rights of the Company and/or of a company directly and/or indirectly controlled by the Company or to any direct and/or indirect sister company of the Company, except for any licensing for consideration the Company effects in the ordinary course of business;
- XLII. authorize in each fiscal year loans in favor of any third party, including related and controlled companies, in excess of five percent (5%) of subscribed owners' capital;
- XLIII. to authorize the preparation of financial reports and the distribution of dividends or of interest on shareholders' equity in relation to six-month (6) or shorter time periods, from the profit found in those financial reports or from any retained earnings or surplus reserve existing in the latest annual or semi-annual balance sheet, in compliance with these Articles of Incorporation and with applicable law;
- XLIV. resolve any matter submitted to the Board of Directors by the Executive Board;
- XLV. no later than fifteen (15) days after publication of the terms of reference for any tender offer to purchase Company stock, provide a favorable or unfavorable opinion thereon supported by an earlier substantiated report and addressing at least: (i) if the conditions and timing of the tender offer to purchase Company stock, including its prices and effects on stock liquidity, are in the best interests of the Company and of its shareholders; (ii) the strategic plans the offeror disclosed in relation to the Company; (iii) alternatives available in the market to accepting the tender offer to purchase Company stock; and (iv) other issues the Board of Directors deems significant, as well as the information required by applicable CVM rules.
- Sole Paragraph - The Company shall not give loans or guarantees to its Directors or Managers, except to the extent that such loans or guarantees are available to the Company's Employees or clients in general.

Section III - Committees of the Board of Directors

Article 20 – The Company will have an Audit Committee, a collective and permanent advisory body under the Board of Directors.

- Paragraph 1 - The Audit Committee will have at least three (3) members, of which at least one (1) must be an Independent Director and at least one (1) must have recognized experience in corporate accounting matters.
- Paragraph 2 - The same member of the Audit Committee may accumulate both characteristics referred to in paragraph 1.
- Paragraph 3 - Members of the Audit Committee will be appointed by the Board of Directors for concurrent two-year (2) terms of office, reelection allowed.

Paragraph 4 - The Audit Committee shall, among other things:

- I. give an opinion on the engagement and termination of independent external audit services;
- II. supervise the activities of: (i) independent auditors; (ii) the Company's in-house control staff; (iii) the Company's in-house audit staff; and (iv) the staff that prepares the Company's financial reports;
- III. monitor the quality and completeness of: (i) internal control mechanisms; (ii) the Company's financial information; and (iii) the information and measurements disclosed based on adjusted accounting data and non-accounting data;
- IV. evaluate and monitor the Company's risk exposures;
- V. evaluate the quarterly information and interim and financial reports
- VI. together with Management and with the in-house audit staff, evaluate and monitor the compliance of the Company's transactions with related parties;
- VII. evaluate, monitor and recommend to Management any correction or improvement to the Company's internal policies, including the policy on transactions with related parties;
- VIII. establish means to receive and address information on non-compliance with the statutory and regulatory provisions applicable to the Company and with its bylaws and codes, including specific procedures to protect the whistleblower and the confidentiality of the information.
- IX. prepare a summary annual report, to be submitted jointly with the financial reports, describing: (i) its activities and results and its findings and recommendations; and (ii) any issue regarding the Company's financial reports on which the Company's Management, the independent auditors and the Committee disagree significantly.

Paragraph 5 - The Audit Committee shall create its own bylaws, subject to approval by the Board of Directors.

Paragraph 6 - The bylaws of the Audit Committee will describe in detail the requirements and impediments applicable to the appointment of its members, as well as its duties and operational procedures, in compliance with applicable law and with regulations published by capital market regulators and by the stock exchange in which the Company's securities are listed.

Paragraph 7 - The activities of the Audit Committee Coordinator will be defined in its bylaws.

Article 21 – The Company will have a Compensation Committee, a collective and permanent advisory body under the Board of Directors that shall establish the compensation policy for the managers and directors and perform any other activities established in its bylaws.

Paragraph 1 - The Compensation Committee will have three (3) members appointed by the Board of Directors for concurrent two-year (2) terms of office, reelection allowed.

Paragraph 2 - The bylaws of the Compensation Committee will be approved by the Board of Directors and will describe in detail the requirements and impediments applicable to the appointment of its members, as well as its activities and duties, in compliance with

applicable law and with regulations published by capital market regulators and by the stock exchange in which the Company's securities are listed.

Article 22 - So as to better perform its duties, the Board of Directors may create other advisory committees or working groups with specific purposes, whose members will be Managers, Directors and/or other individuals directly or indirectly related to the Company and appointed by the Board of Directors.

Section IV - Executive Board

Article 23 - The Executive Board, whose members will be elected and may be removed at any time by the Board of Directors, will have no less than four (4) and no more than six (6) Managers designated as follows: (i) one (1) Chief Executive Officer; (ii) one (1) Chief Financial and Investor Relations Officer; (iii) one (1) Chief Operating Officer; and (iv) three (3) Managers with no specific designation. Managers will have concurrent two-year (2) terms of office, each such year corresponding to the time period between two (2) Annual Shareholders' Meetings, reelection allowed.

Paragraph 1 - The election for the Executive Board will take place no later than twenty (20) business days after the occurrence of the Annual Shareholders' Meeting and the Managers elected may take office upon lapse of their predecessors' term of office.

Paragraph 2 - In the event of temporary impediment or absence, the Chief Executive Officer will be replaced by another Manager chosen by the Chief Executive Officer. If the position of Chief Executive Officer becomes vacant, the other Managers shall choose an interim substitute who will assume that position until the first subsequent meeting of the Board of Directors, which will be called immediately by the Chair of the Board of Directors and wherein the Board of Directors shall appoint the substitute for the Chief Executive Officer for the remainder of the then current term of office.

Paragraph 3 - In the event of temporary impediment or absence, other Managers will be replaced by another Manager chosen by the Chief Executive Officer. If the position of Manager becomes vacant, the Chief Executive Officer shall choose an interim substitute who will assume that position until the first subsequent meeting of the Board of Directors, wherein the Board of Directors shall appoint the substitute for the remainder of the relevant term of office.

Article 24 - The Chief Executive Officer shall: (i) implement and cause the implementation of shareholders' resolutions passed in Shareholders' Meetings and of resolutions of the Board of Directors; (ii) coordinate the other Managers' performance of their duties as herein specified; (iii) supervise all of the Company's operations and monitor their progress; (iv) call and chair meetings of the Executive Board; (v) personally or through any representative s/he appoints represent the Company in Shareholders' Meetings or in other events of companies in which the Company is a shareholder; (vi) non-exclusively propose to the Board of Directors the allocation of duties to other Managers upon their election; (vii) appoint substitutes for other Managers in the event of temporary absence or impediment; (viii) appoint interim substitutes for other Managers in the event of vacancy, in compliance with the last part of Paragraph 3 to Article 23 herein; and (ix) other duties the Board of Directors may from time to time give him/her.

Article 25 - The Manager appointed to the position of Investor Relations Officer shall: (i) represent the Company before the oversight authorities and other entities that operate in the capital market; (ii) monitor shareholder compliance with the obligations stipulated in Article 45 herein and upon request present to shareholders in a Shareholders' Meeting and to the Board of Directors his/her findings, reports and investigations; and (iii) perform those duties given him/her by the Board of Directors.

Article 26 - Managers shall assist and help the Chief Executive Officer in the management of the Company's business and in the development of activities pertaining to those duties given them by the Chief Executive Officer or by the Board of Directors.

Article 27 - The Executive Board has full authority to act as necessary to properly operate the Company and to achieve its business purposes, however special they may be, including to waive rights, to settle and to agree, in compliance with the applicable provisions in statute and herein. The Executive Board shall handle and manage the Company's business and shall especially:

- I. comply and cause compliance with these Articles of Incorporation and with resolutions passed by the Board of Directors and by shareholders in a Shareholders' Meeting.
- II. annually submit to the Board of Directors Management's Report and accounts accompanied by the independent auditor's report, as well as the proposed allocation of income for the previous fiscal year;
- III. submit to the Board of Directors the annual budgets and investment plans for the Company, its subsidiaries and affiliates, strategic plans and expansion projects;
- IV. resolve to open, close and change the address of any branches, agencies, warehouses, offices and any other Company establishments in Brazil or abroad;
- V. approve in each fiscal year the transfer of non-fixed items reported in fixed assets whose residual value does not exceed five percent (5%) of subscribed owners' capital;
- VI. approve in each fiscal year the creation of encumbrances and suretyships or accommodations, except when involving the very asset purchased, not in excess of five percent (5%) of the preceding fiscal year's annual net income;
- VII. approve in each fiscal year the creation of guarantees in relation to deposits in court, lease agreements or competitive bidding processes not in excess of five percent (5%) of the preceding fiscal year's annual net income for each such purpose;
- VIII. raise in each fiscal year long- or short-term debt provided that the principal of all of the Company's outstanding loans and financing does not exceed ten percent (10%) of the preceding fiscal year's net income;
- IX. approve the purchase of fixed assets in excess of a maximum of twenty (20%) percent of the investment plan approved by the Board;
- X. authorize in each fiscal year loans in favor of any third party, including related and controlled companies, not in excess of five percent (5%) of subscribed owners' capital; and
- XI. resolve any matter submitted over which neither shareholders in a Shareholders' Meeting nor the Board of Directors have exclusive authority.

Article 28 - The Executive Board will validly meet with the presence of at least three (3) Manager and will pass resolutions with the absolute majority vote of those present. The Chief Executive Officer will have a casting vote if voting on any resolution is tied.

Article 29 - The Executive Board will meet whenever called by the Chief Executive Officer or by the majority of its members. Meetings of the Executive Board may be held by conference call, videoconference or any

other means of communication allowing a member to identify and simultaneously communicate with all other persons present at the meeting.

Article 30 - Meetings will be called by at least three (3) days' written notice to each Manager and will include the agenda, date, time and place of the meeting.

Article 31 - All resolutions of the Executive Board will be recorded in minutes drawn up in the book of Minutes of Meetings of the Executive Board and will be signed by the Managers present.

Article 32 - The Company will be represented in all acts by the signature of (a) two (2) Managers, together; or (b) one (1) Manager and one (1) attorney-in-fact, together; or (c) two (2) attorneys-in-fact, together; or (d) one (1) attorney-in-fact individually if s/he has specific authority to individually perform the relevant act. All powers of attorney will be granted through a public or private instrument signed by two (2) Managers and including specific authority and an automatic lapse date, except for powers of attorney for judicial purposes ("ad judicia"), which may be open-ended.

Sole Paragraph. - The Chief Executive Officer shall represent the Company in court as plaintiff or defendant, individually or as established in the head provision to this Article.

CHAPTER V SUPERVISORY BOARD

Article 33 - The Supervisory Board will operate on a permanent basis with the authority and duties established in statute.

Article 34 - The Supervisory Board will have three (3) full members and the same number of alternates, who may be shareholders or not and who will all be elected or removed by shareholders in a Shareholders' Meeting.

Paragraph 1 - Members of the Supervisory Board will be appointed for concurrent one-year (1) terms of office, reelection allowed

Paragraph 2 - The members of the Supervisory Board shall in their first meeting will elect their Chair.

Paragraph 3 - Each member of the Supervisory Board will take office upon signature of a declaration of acceptance of office in the proper book, including his/her acceptance of arbitration under Article 54 and declaration of satisfaction of the applicable statutory requirements.

Paragraph 4 - If a member of the Supervisory Board is absent or impeded, s/he will be replaced by the relevant alternate.

Paragraph 5 - If a position of member of the Supervisory Board becomes vacant, the relevant alternate will take office; if there is no alternate, a Shareholders' Meeting will be called for shareholders to elect a member for the vacant position.

Paragraph 6 - Nobody who maintains a relationship with a company that may be deemed a competitor of the Company ("Competitor") will be elected for the Company's Supervisory Board, nor will anybody who: (i) is an employee, shareholder or member of any management, technical or supervisory body of a Competitor or Parent or Subsidiary Company (as defined in Article 43, Paragraph 1, herein) of a Competitor; (ii) is a spouse or relative to the second degree of a member of any management,

technical or supervisory body of a Competitor or Parent
or Subsidiary Company of a Competitor.

Paragraph 7 - Any shareholder that wishes to appoint one or more representatives to the Supervisory Board who were not members thereof in the time period subsequent to the latest Annual Shareholders' Meeting shall give the Company written notice thereof five (5) days before the date of the Shareholders' Meeting in which the members of the Supervisory Board will be elected, providing the name, personal details and full professional curriculum of the candidates.

Article 35 - The Supervisory Board shall meet, pursuant to law, whenever necessary and will at least quarterly analyze the financial reports.

Paragraph 1 - Meetings in which all members of the Supervisory Board appear will be deemed regularly called regardless of any formality.

Paragraph 2 - The Supervisory Board will pass resolutions by absolute majority vote in the presence of the majority of its members.

Paragraph 3 - All resolutions of the Supervisory Board will be recorded in minutes drawn up in the book of Minutes of Meetings of the Supervisory Board and will be signed by the members present.

Article 36 - The compensation of members of the Supervisory Board will be decided by shareholders in the Shareholders' Meeting in which the members are elected, subject to Paragraph 3 to Article 162 in the Corporations Act.

CHAPTER VI PROFIT DISTRIBUTION

Article 37 - The fiscal year begins on January 1st and ends on December 31st in each year.

Sole Paragraph - Upon close of each fiscal year, the Executive Board shall prepare the Company's financial reports pursuant to law.

Article 38 - The Board of Directors shall submit to shareholders in the Annual Shareholders' Meeting, jointly with the fiscal year's financial reports, the proposed allocation of the fiscal year's net income calculated after deduction of the amounts referred to in Article 190 in the Corporations Act, subject to the provision in Paragraph 1 thereto and adjusted for dividend calculation purposes pursuant to Article 202 therein, deducting the relevant amounts in the following order:

(a) at least five percent (5%) will be allocated to the statutory reserve, not to exceed twenty percent (20%) of shareholders' equity. In the fiscal year when the sum total of the statutory reserve and of the capital reserve exceeds thirty percent (30%) of shareholders' equity, the allocation of a portion of the fiscal year's net income to the statutory reserve will cease to be mandatory;

(b) the portion used to pay any mandatory dividend will not be less than twenty-five percent (25%) of the annual adjusted net income in each fiscal year, pursuant to Article 202 in the Corporations Act.

Paragraph 1 - Shareholders may in a Shareholders' Meeting allocate to members of the Board of Directors and of the Executive Board a portion not to exceed ten percent (10%) of the remainder of the fiscal year's net income after deduction of retained losses and of the

provision for income tax and social contribution, in compliance with statutory conditions, methods and limits.

Paragraph 2 - The remaining income, if any, will be allocated as shareholders decide in a Shareholders' Meeting, provided that any retention of the fiscal year's income by the Company will be accompanied by the proposed budget previously approved by the Board of Directors. If the retained earnings exceed owners' capital, shareholders shall in a Shareholders' Meeting allocate the excess portion to pay in or increase owners' capital or to distribute dividends to shareholders.

Article 39 - If the Executive Board proposes, the Board of Directors approves and shareholders in a Shareholders' Meeting confirm, the Company may pay or credit shareholders interest on their equity, in compliance with applicable statutes. Any amounts thus paid may be deemed part of the mandatory dividend herein established.

Paragraph 1 - If any interest on shareholders' equity credited to shareholders is deemed part of the mandatory dividend, any remainder will be paid to shareholders. If the dividend amount is less than the amount credited to shareholders, the Company shall not claim the difference from them.

Paragraph 2 - If interest on shareholders' equity was credited during the fiscal year, any actual payment thereof will occur by resolution of the Board of Directors, during the fiscal year or in the following fiscal year.

Article 40 - The Company may prepare semi-annual balance sheets, or other interim balance sheets at shorter time periods, and by resolution of the Board of Directors declare:

(a) payment of dividends or of interest on shareholders' equity from income reported in a semi-annual balance sheet and deemed part of the mandatory dividend, if any;

(b) distribution of dividends for periods of less than six (6) months, or of interest on shareholders' equity, deemed part of the mandatory dividend, if any, provided that the total dividend paid in each half of the fiscal year does not exceed the capital reserves; and

(c) payment of interim dividends or interest on shareholders' equity from the retained earnings or surplus reserve reported in a semi-annual or annual balance sheet and deemed part of the mandatory dividend, if any.

Article 41 - Shareholders may in a Shareholders' Meeting resolve to capitalize retained income or capital reserves, including those reported in interim balance sheets, subject to applicable law.

Article 42 - Dividends not received or claimed will lapse three (3) years from the day on which they were made available to shareholders and will revert to the Company.

CHAPTER VII

TRANSFER OF CONTROL, CANCELLATION OF THE COMPANY'S PUBLIC COMPANY REGISTRATION AND NEW MARKET DELISTING

Article 43 - Control of the Company will be transferred, either in a single transaction or in successive transactions, only on condition that the transferee agrees to make a tender offer ("OPA") to purchase Company stock owned by other shareholders at the conditions and times established in applicable statutes

and regulations and in the New Market Rules, in order to give them the same treatment given to the transferor.

Paragraph 1 - For the purposes hereof, Control and related terms mean the power actually used by a shareholder to directly or indirectly, "de facto" or according to law, direct the Company's activities and guide the operation of the Company's governance bodies regardless of the shareholding position owned.

Paragraph 2 - If acquisition of Control also triggers the transferee's obligation to make the OPA required under Article 45 herein, the purchase price in the OPA will be the greater of the prices calculated under Article 43 and Article 45, Paragraph 2, herein.

Article 44 - In the event of an indirect transfer of Control, the transferee shall for OPA price definition purposes disclose the value ascribed to the Company and the valuation report in support thereof.

Article 45 - Any transferee that acquires or becomes the owner of Company stock corresponding to no less than thirty-five percent (35%) of total Company stock shall within sixty (60) days from the day of the acquisition or of the event that caused that transferee to own no less than thirty-five percent (35%) of total Company stock make an OPA for the full Company stock pursuant to applicable CVM regulations, to New Market Rules, to other B3 rules and hereto.

Paragraph 1 - The OPA will be: (i) open to all Company shareholders without distinction; (ii) performed through an auction at B3; (iii) initiated at the price calculated pursuant to Paragraph 2 to this Article; and (iv) paid in cash, in Brazilian currency, in consideration for the purchase of Company stock under the OPA.

Paragraph 2 - The purchase price for each Company share under the OPA will not be lower than the highest of: (i) one hundred and thirty percent (130%) of the highest unit price for Company stock during the twelve (12) months prior to the OPA on any stock exchange on which Company stock is traded; (ii) one hundred and thirty percent (130%) of the highest unit price the transferee paid during the twelve (12) months prior to the OPA for any Company share or share lot; and (iii) the economic value found in a valuation report.

Paragraph 3 - Shareholders holding shares representing at least 10% of owners' capital may request a new valuation report prepared in the same manner as that referred to in item (iii) to Paragraph 2 to this Article but by a different institution. (I) If the new report finds a price per share lower than that found under Paragraph 2 to this Article, the higher price will prevail and the shareholders who requested the new report shall fully bear its cost in proportion to their interest in owners' capital. (II) If the report prepared under this Paragraph finds a price per share higher than that found under Paragraph 2 to this Article, the transferee may: (1) cancel the OPA, in which circumstance the transferee shall dispose of the excess stock within three months from its acquisition and the shareholders who requested the new report shall fully bear its cost in proportion to their interest in owners' capital; (2) perform the OPA at the share price found in the new report, in which circumstance the Company shall fully bear the cost of the report.

Paragraph 4 - If the OPA price is reviewed under Paragraph 3 to this Article and if the transferee does not cancel the OPA, the auction will begin with the new price and a notice of significant fact will be published announcing the new price and the continuation or cancellation of the OPA.

Paragraph 5 -

The procedure below will be followed in relation to OPA price reviews:

(i) requests for preparation of new valuation reports, accompanied by support documentation and other evidence showing defects or inaccuracies in the calculation method or valuation criteria used must be submitted no later than fifteen (15) days after publication of the tender offer price and will suspend the registration proceeding or, if that proceeding is by then complete, will cause the postponement of the OPA auction; the transferee shall then publish a notice of significant fact announcing the postponement and the date of the meeting of the Board of Directors wherein a new specialized company will be chosen to prepare the report.

(ii) if the Board of Directors rejects the request for a new Company valuation report, the registration proceeding will resume or the OPA will run the remainder of its course, as the case may be, and in the latter circumstance the transferee shall publish a notice of significant fact announcing the new date of the auction;

(iii) if the valuation report finds a price no greater than the OPA price found under Paragraph 2 to this Article, the registration proceeding will resume or the OPA will run the remainder of its course, as the case may be, and in the latter circumstance the transferee shall publish a notice of significant fact announcing the new date of the auction;

(iv) if the valuation report finds a price greater than the OPA price found under Paragraph 2 to this Article, the transferee shall no later than five (5) days after the report is submitted publish a notice of significant fact announcing if the OPA will resume or be cancelled and, in the former circumstance, if the registration proceeding will resume or if the OPA will run the remainder of its course, as the case may be; in the latter circumstance, the transferee shall publish a notice of significant fact announcing the new date of the auction and the new price;

(v) the fifteen-day (15) time period established in item (i) to this Paragraph 5 will begin to run when the original valuation report is submitted to CVM or when it is made available as mentioned in item (viii) to this Paragraph 5, if the latter circumstance occurs earlier, and the transferee shall publish a notice of significant fact announcing the submission of the report;

(vi) in the meeting that decides to commission a new valuation, the Board of Directors shall appoint the advisor responsible for preparing the report, approve its compensation, establish a time period not exceeding thirty (30) days for completion of those services and order the report to be submitted to the Company, through its Investor Relations Officer, to the stock exchange where the auction is to be held, and to CVM (also to the latter's electronic address in the specific format indicated by CVM);

(vii) the institution charged with preparing the valuation report shall also, on the same day when the report is submitted to CVM, report to the intermediary institution for the OPA, pursuant to Article 4, IV, in CVM Instruction no. 361 dated March 5, 2002 ("CVM Instruction 361"), the result of the valuation so that said institution and the transferee can take appropriate action, including in relation to items (iii) and (iv) to this Paragraph 5;

(viii) the valuation report referred to in this Paragraph 5 will be available in the same places, and in the same format, as the valuation report referred to in Article 8 in CVM Instruction 361;

(ix) the minutes of the meeting of the Board of Directors referred to in this Paragraph 5 will necessarily include the names of the shareholders who requested a new valuation, for the potential purposes of item (I) and (II.2) to Paragraph 3 to this Article 45.

- Paragraph 6 - The occurrence of the OPA mentioned in the head provision in this article will not exclude the possibility that another Company shareholder or the very Company make a competing OPA under applicable regulations.
- Paragraph 7 - The transferee shall within the regulatory deadlines comply with any OPA-related request or requirement CVM makes pursuant to law.
- Paragraph 8 - If the transferee does not perform the obligation imposed in this Article, including in relation to the deadlines (i) to hold the OPA; or (ii) to comply with any CVM request or requirement or with the obligations established in Article 53 herein, the Company's Board of Directors shall call a Special Shareholders' Meeting, in which the transferee will have no vote, to resolve the suspension under Article 120 in the Corporations Act of the exercise of the rights of the transferee that failed to perform an obligation imposed in this Article, without prejudice to damages for the losses the transferee's non-performance of the obligations imposed in this Article caused to other shareholders.
- Paragraph 9 - Any transferee that acquires or becomes the owner of other rights, usufruct and "fideicommissum", on Company stock corresponding to no less than thirty-five percent (35%) of total Company stock shall also within sixty (60) days from the day of that acquisition or of the event that caused that transferee to own said rights on no less than thirty-five percent (35%) of total Company stock make or request the registration of an OPA as described in this Article.
- Paragraph 10 - The obligations contained in Article 254-A in the Corporations Act and in Articles 43 and 44 herein do not release the transferee from complying with the obligations contained in this Article, except for the provisions in Articles 53 and 54 herein.
- Paragraph 11 - This Article does not apply to any person that becomes the owner of Company stock corresponding to no less than thirty-five percent (35%) of total Company stock: (i) in consequence of legal succession, provided that the shareholder disposes of the excess stock within sixty (60) days from the relevant event; (ii) because another company was merged into the Company; (iii) because another company became a wholly-owned subsidiary of the Company; or (iv) in consequence of the subscription of Company stock in a single primary issue approved by Company shareholders in a Shareholders' Meeting called by the Board of Directors and if the stock issue price for the relevant capital increase was based on the economic value found in an economic and financial valuation of the Company prepared by a specialized company with proven experience in appraising public companies.
- Paragraph 12 - The calculation of the thirty-five percent (35%) of total Company stock referred to in the head provision in this Article will exclude any involuntary increases in the relevant ownership interest due to the cancellation of treasury shares or the reduction of the owners' capital stock following the cancellation of shares.

Paragraph 13 - If the price calculation method applicable under CVM regulations to find the share purchase price for the OPA referred to in this Article finds a purchase price higher than that found under Paragraph 2 to this Article, the purchase price calculated in compliance with CVM regulations will be the one used in the OPA referred to in this Article.

Article 46 - The valuation report referred to in Article 45, Paragraphs 2 and 3, herein will be prepared by a specialized company with proven experience and independent from the Company, its Managers, Directors and Controllers, as well as from their decision-making power. Said report will also meet the requirements in Paragraph 1 to Article 8 in the Corporations Act and contain the liability referred to in Paragraph 6 to that same Article 8.

Paragraph 1 - Shareholders shall in a Shareholders' Meeting choose the specialized company that will prepare the Company economic valuation report mentioned in Article 45 from a triple list submitted by the Board of Directors. That resolution will be passed by majority vote of the outstanding shares that vote on the matter in the relevant Shareholders' Meeting, blank votes excluded. Outstanding shares are considered to be all shares issued by the Company, excluding those owned by the Controlling shareholder(s), by persons linked to the Controlling shareholder(s) and by the Company's Managers and Directors and those held in treasury. The Shareholders' Meeting referred to in this Paragraph 1 will be called to order on first call with the presence of shareholders representing at least twenty percent (20%) of outstanding shares or on second call with the presence of shareholders representing any number of outstanding shares.

Paragraph 2 - The Board of Directors shall decide on the preparation of a new Company valuation and choose who will prepare the valuation report referred to in Article 45, Paragraphs 2 and 3, herein.

Paragraph 3 - The costs of preparing the valuation report will be fully borne by the transferee that makes the tender offer to purchase the shares, as the case may be, except as otherwise established in Paragraph 3 to Article 45 herein.

Article 47 - B3 will allow voluntary New Market delisting only if preceded by an OPA in compliance with the procedures established in CVM regulation on OPAs for cancellation of public company registration and with the requirements in the New Market Rules.

Article 48 - Voluntary New Market delisting may occur regardless of the OPA mentioned in Article 47 above if shareholders decide in a Shareholders' Meeting to waive it.

Paragraph 1 - The Shareholders' Meeting referred to in the head provision will be called to order on first call with the presence of shareholders representing at least two thirds (2/3) of the Company's total outstanding shares, as defined in the New Market Rules.

Paragraph 2 - If the quorum mentioned in Paragraph 1 is not reached, the Shareholders' Meeting may be called to order on second call with the presence of shareholders representing any number of outstanding shares.

Paragraph 3 - The resolution waiving the OPA will be passed with the majority vote of the shareholders representing outstanding shares present in the Shareholders' Meeting.

Article 49 - The Company's New Market delisting due to non-compliance with obligations contained in the New Market Rules is contingent on the occurrence of an OPA with the same characteristics of the OPA required for voluntary New Market delisting.

Sole Paragraph - If the percentage required for delisting under the New Market Rules is not achieved in the OPA, the Company's stock will continue to be therein traded for six (6) months after the occurrence of the OPA, without prejudice to the enforcement of any pecuniary penalties established in the New Market Rules.

Article 50 - If there is no Controlling shareholder and B3 suspends the Company from the New Market in consequence of non-compliance with obligations contained in the New Market Rules, the Chair of the Board of Directors shall within two (2) days from the suspension order, considering only those days when are published the newspapers typically used by the Company, call a Special Shareholders' Meeting to resolve the replacement of the full Board of Directors.

Paragraph 1 - If the Chair of the Board of Directors fails to call the Special Shareholders' Meeting referred to in the head provision in this Article within the relevant time period, any shareholder of the Company may do so.

Paragraph 2 - The new Board of Directors elected in the Special Shareholders' Meeting referred to in the head provision and in Paragraph 1 to this Article shall cure the non-performance of the obligations contained in the New Market Rules in the shorter of the shortest possible time or within any new time B3 allows therefor.

Article 51 - A single OPA may be held for more than one of the purposes mentioned in this Chapter VII, in the New Market Rules or in CVM regulations, provided that the requirements for all pertinent types of OPA are satisfied, that no harm is caused to the target public of the offer and that CVM authorization is obtained when required by applicable statutes.

Article 52 - The Company or the shareholders that make the OPA mentioned in this Chapter VII, in the New Market Rules or in CVM regulations may make the OPA through any shareholder, third party and, as the case may be, through the Company. The Company or the shareholder, as the case may be, will not be released from the obligation to make the OPA until it is completed in compliance with applicable rules.

Article 53 - Any transferee who has subscribed and/or acquired Company stock corresponding to no less than ten percent (10%) of owners' capital and that wishes to purchase more Company shares in a stock exchange shall prior to each new purchase give the Company, through the broker that will be used for said purchase, at least three (3) business days' written notice of its intention to purchase more Company shares, counted from the day when the new purchase is scheduled to occur.

CHAPTER VIII ARBITRATION

Article 54 - The Company, its shareholders, Managers, Directors, full and alternate members of the Supervisory Board, if any, agree to submit to arbitration administered by the Market Arbitration Chamber pursuant to its rules, any and all dispute or disagreements they may have in relation to or arising from their capacity as issuer, shareholders, managers, directors and members of the supervisory board, especially those arising from the provisions in Law 6385/76, in the Corporations Act, herein, in any shareholders' agreements filed at the Company's head office, in regulations published by the National Monetary Council, the Central Bank of Brazil and by CVM, as well as in any other rules applicable to capital market transactions in general, in addition to those in the New Market Rules, in other B3 rules and the New Market Participation Agreement.

Sole Paragraph - Without prejudice to the validity of this arbitration clause, any interlocutory relief the parties seek before the arbitration tribunal is established will be requested from the Judiciary pursuant to item 5.1.3 in the Market Arbitration Chamber Arbitration Rules.

CHAPTER IX WINDING UP THE COMPANY

Article 55 - The Company will be wound up in the circumstances established in statute and shareholders shall in a Shareholders' Meeting appoint the liquidator or liquidators. The Supervisor Board shall continue to operate during this time, observing statutory formalities.

CHAPTER X FINAL AND TEMPORARY PROVISIONS

Article 56 - Circumstances not herein mentioned will be resolved by shareholders in a Shareholders' Meeting and governed by the Corporations Act and by the New Market Rules.

Article 57 - The Company shall not give loans or guarantees of any kind to third parties for any reason unrelated to the Company's business interests.

Article 58 - The Company shall comply with any shareholders' agreements filed at its head office and shall not register the transfer of shares and votes cast in violation thereof in a Shareholders' Meeting or meeting of the Board of Directors.

Article 59 - The provisions in the New Market Rules will take precedence over the provisions herein if the latter operate to the detriment of the rights of beneficiaries of the tender offers herein referred to.
