

LONG-TERM INCENTIVE PLAN WITH THE GRANTING OF STOCK AND STOCK OPTIONS OF BEMOBI MOBILE TECH S.A.

Long-term incentive plan with the granting of stock and stock option f Bemobi Mobile Tech S.A , established in accordance with the resolution of the Shareholders Meetingof Bemobi Mobile Tech S.A. held on March 11, 2022

DEFINED TERMS

All the terms below when initiated with capital letter (in singular or plural form) shallhave the meaning set forth hereafter.

Stock or BMOB: means the shares issuedby Bemobi Mobil Tech S.A. traded at B3;

Beneficiary: means the employee or director, officer or third party who participates in each Program, as determinedby the Board of Directors, being certain that, in principle, the Beneficiaries shall be the statutory officers of the Company and its controlled entities.

B3: means B3 S.A. – Brasil, Bolsa, Balcãostock market;

Company: means Bemobi Mobile Tech S.A.,a company organized under the laws of Brazil, enrolled with Brazilian tax authority under nº 09.042.817/0001-05, and/or its direct or indirect subsidiaries, associates, and jointly controlled entities, as the case may be.

Board of Directors: means the Board ofDirectors of the Company;

Granting Agreement: It is the agreement for the granting stock or stock option, for the purposes of clause 5.7 below.

Date of Granting: means the date of the Board of Directors' meeting that approves the launch of a Program;

Plan: means this Long-term incentive plan with the granting of stock and stock option of Bemobi Mobile Tech S.A, as amended from time to time;

Average Share Price: means the trading session closing average price of the Shares in the 20 (twenty) trading sessions prior to reference date;

Award Program or Program: means the granting of stock or stock options under the terms of the Plan.

Reais: means Reais, the official currency in Brazil;

CHAPTER I OBJECTIVES

1.1. This Plan sets out the general conditions for the granting of Stock or Stock Options by the Company to the Beneficiaries, as a long term incentive. The Board of Directors shall define whether such grant will be free of charges or not, as well as whether or not the Beneficiaries must achieve individual, collective or corporate goals for the effective receipt of the Stock or Stock Options.

1.2. The main objectives of the Plan are as follows:

- (a) induce the Beneficiaries to pursue results and add value to the Company;
- (b) to promote the good performance of the Company and the alignment of the interests of its shareholders with those of the Beneficiaries;
- (c) to enable the Company to maintain its key professionals, as well as to attract new talent; and
- (d) to align the incentives granted to Beneficiaries with the performance of the Stocks on the stock market.

1.3. The receipt of Stocks or Stock Options constitutes a mere expectation of the Beneficiaries. It may be subject to the fulfillment of goals, requirements, conditions and procedures established in this Plan and in the respective Program.

1.4. In relation to those Beneficiaries who are employees, the rights resulting from the Stocks and Stock Options, as the case may be, shall not be deemed compensation (and shall not be computed for labor reflex purposes) pursuant to the provisions of section 444, sole paragraph, combined with section 611-A(IX) of the Consolidation of Labor Laws.

Considering the nature of the Plan (long-term incentive or award due to Beneficiary who supersedes the Company's expectations), as well as the type of Beneficiary, the provision set forth in section 457(2)(4) of the Consolidation of Labor Laws and section 28(9)(z) of Law

8212/1991 may or not be applicable.

CHAPTER II

ADMINISTRATION OF THE PLAN

2.1. Subject to the limits established by applicable law and regulations, by the Company's Bylaws and by this instrument, the Plan will be managed by the Board of Directors, which has full authority to take all necessary and appropriate measures for the management of the Plan and the granting of Stocks or Stock Options, as well as to issue, amend or terminate, at any time, general rules relating to the Plan or to a Program. The Board of Directors shall also solve any doubts regarding the enforcement or interpretation of the Plan or to a Program.

2.2. The resolutions of the Board of Directors are binding for the Company and for the Beneficiaries in all matters related to the Plan.

2.3. Notwithstanding the foregoing, the Plan and the Programs shall be implemented by the Company to which the Beneficiary is related.

CHAPTER III

BENEFICIARIES

3.1. The Beneficiaries of each Program will be elected by the Board of Directors, at its discretion. For purposes of election of the Beneficiaries, the Board of Directors will take into account the objectives of the Plan indicated in Chapter I above, the professional's performance, as well as the benefits and amounts of any nature already received by the Beneficiary, the Beneficiaries' responsibilities, work experience, educational level, competence, professional reputation and their total compensation compared to the market.

3.2. The Board of Directors may grant differentiated treatment to directors/officers, service providers and employees of the Company or other companies controlled by it, and it is not bound by any rule on isonomy or analogy that extends to all the conditions it deems applicable to only one or some. The decisions shall not be necessarily equal to each Beneficiary, neither by equity or comparison, office, seniority or time of contracting, nor divided on a prorated basis, being determined on a case-by-case basis, at the sole discretion of the Board of Directors. The Board of Directors may also establish a specific treatment to special cases and situations. This specific treatment shall not be precedent that may be claimed by other Beneficiaries.

3.3 The Beneficiaries will be informed about their participation in a Program by means of a written communication issued by the Company. The participation in the Program shall not be mandatory, and it shall be exclusively incumbent upon the Beneficiary to choose to participate in the Program or not. The indication of a given Beneficiary in a certain Program does not grant such Beneficiary the right to be indicated as Beneficiary in any other Program. No person shall be ensured, vested or guaranteed right to be selected to participate in the Plan or in any Program.

CHAPTER IV

STOCKS TAKING PART OF THE PLAN

4.1. The Stocks or Stock Options options granted under the terms of this Plan, including those already exercised or not, may confer rights on an amount of Stocks that does not exceed 2% (two percent) of the total shares issued by the Company on the date of approval of this Plan by the General Shareholders' Meeting.

4.2. In order to comply with the terms of this Plan, the Company shall use the Stocks purchased

by it and held in treasury, hence there will be no issuance of new shares Stocks and, consequently, no shareholder dilution.

4.3. In the event that the Stocks or Stock Options are granted in a non-onerous manner, the Company shall be responsible for the payment of the taxes and charges levied, so that the benefit is net of taxes.

CHAPTER V GRANTING PROGRAM

5.1. The granting of Stock or Stock Options to the Beneficiaries must be carried out within a period of up to 24 (twenty-four) months from the date of approval of this Plan by the General Shareholders' Meeting, the Board of Directors being responsible for defining the time and the frequency of grants.

5.2 For each Program the Board of Directors shall define, at its exclusive decision:

- (i) the Beneficiaries;
- (ii) the number of Shares or share purchase options to be granted to the Beneficiary,
- (iii) whether the grant will be free or onerous, conditioned or not, establishing, if applicable, the terms and conditions for the receipt and/or exercise of the option to purchase Shares or receipt of Shares;
- (iv) other conditions and restrictions (individual or collective) applicable to the respective Program, provided that they are in line with the general principles and guidelines of this Plan.

5.3. The creation of the Programs is entirely discretionary, by decision of the Board of Directors. There is no obligation to assign a minimum number or percentage of Shares or Share options per Program or per Beneficiary.

5.4. With regard to the participation of the Company's managers in each Program, the Board of Directors shall observe, if and when applicable, the global compensation of the managers established by the general shareholders' meeting.

5.5. No provision of the Plan or of any Program grants to any Beneficiary rights with respect to permanence as director/officer, service provider or employee of the Company and it shall not interfere in any circumstances with the Company's right to terminate, at any time, the term of office or agreements with the Beneficiaries.

5.6. The Beneficiary shall not have any shareholders' rights or privileges as a result of the Plan or of any Program, including rights regarding the subscription or acquisition of shares issued by the Company.

5.7. The terms of each Program shall be contained, attached to or reflected in the Award Agreement ("**Award Agreement**"), to be executed by and between the Company and each Beneficiary, for each Program the Award Agreement shall be individually prepared for each Beneficiary, for each Program, considering the limits set forth by this Plan and by the relevant Program.

The Beneficiaries will be subject to the rules restricting the use of privileged information applicable to publicly-held companies in general and to those established by the Company.

CHAPTER VI VESTING

6.1. The Stocks or Stock Options of a same Program will be (i) granted; (ii) made available; or (iii) become exercisable in four lots of 25% (twenty-five percent) each. The first lot being granted, made available or exercised one year after the Grant Date; the second two years after the Grant Date and so on ("Vesting").

6.1.1 The number of lots and the dates for their granting or exercise shall established in clause 6.1 above may be altered by the Board of Directors, provided that the long-term incentive nature of the Plan and the purpose of the plan are preserved, as described in Chapter I above.

6.2. The last date for the exercise of any lot of Stock Options will be the fifth anniversary of the execution of the Granting Agreement. The Beneficiary will forfeit the right to exercise a portion of the Stock Option not exercised under the stipulated terms and conditions, without right to any compensation.

6.3. The Stocks acquired under a Stock Option and under this Plan will be available for trading by the Beneficiary at any time after their receipt or acquisition.

CHAPTER VII CONTRACT TERMINATION, RETIREMENT, DEATH AND PERMANENT DISABILITY

7.1. In the event of termination of the Beneficiary's contract or term of office because of (i) termination with cause (ii) request made by the Beneficiary (iii) non-renewal of contract by the Company with cause, all URBs granted to such Beneficiary shall expire, without prior notice or indemnity, except for Stock Options which vesting period has already begun. In this case, the maximum term for exercising the stock options will be up to 3 (three) months from the end of the contract or the term of office of the Beneficiary.

7.2. In the event of termination of the Beneficiary's contract or term of office due to (i) unfair dismissal; (ii) unmotivated dismissal of the Beneficiary; (iii) termination of the Beneficiary's contract or mandate with no cause, as the case may be, the Beneficiary will be entitled to the granting of Shares or share purchase option, in proportion to the time elapsed between the Grant Date and the Vesting. In this case, the maximum term for exercising the stock options will be up to 3 (three) months from the end of the contract or the Beneficiary's term of office.

If the Beneficiary retires by the Social Security, ceasing to perform his or her activities at the Company, within 30 (thirty) days as from commencement of such social-security benefit, the Stocks or Stock Option granted to him/her shall be due in proportion to the time in which his/her contract or term of office remained in force. In this case, the number of Stocks or Stock Options will be calculated on a *pro rata temporis* basis from the Date of Granting to the date of termination of the contract or term of office. The settlement date and the date of actual payment will remain that originally agreed.

7.4. If the Beneficiary dies, all URBs granted to him/her shall be due in full. In this case, the amount of Stocks or Stock Options shall be liquidated in total.

7.5 The Board of Directors may, at its sole discretion, refrain from observing the rules set forth in Sections 7.1 to 7.3, granting a differentiated treatment to a determined Beneficiary, and it may even grant the differentiated treatment conditional upon compliance with obligations after he/she leaves the company, such as non-compete and non-solicitation obligations or other obligations which may serve the Company's interests. Such differentiated treatment shall not be a precedent that may be claimed by other Beneficiaries.

CHAPTER VIII ADJUSTMENTS

8.1. The terms of the Plan and the Programs shall not prevent the Company from engaging in any corporate restructuring transactions, including without limiting change of corporate type, merger, spin-off and/or merger of shares, public offerings, going-private operation or change in trading segment. In such cases, the Board of Directors shall, at its discretion, determine potential adjustments to the Plan and the Programs, in order to maintain the balance of relations between the parties and the objectives of the Plan.

In the event that there are changes to the capital stock structure of the Company as a result of splits, reverse splits, or conversion of shares to another type or class of shares or into other securities issued by such company, the Board of Directors shall make all necessary adjustments to the Maximum Limit and the number of URBs granted in order to maintain the original balance of the Plan and the Programs.

CHAPTER IX MISCELLANEOUS

9.1. This Plan shall become effective upon its approval by the Board of Directors. The Plan may be amended or terminated, at any time, by a decision of the Board of Directors or of the Company's general shareholders' meeting. The term of this Plan is 7 (seven) years, as the case may be.

9.2. For purposes of joining the Plan and a Program, the Beneficiary shall expressly accept all terms and conditions of the Plan and respective Program.

9.3. The obligations contained in the Plan and in the Programs are irrevocably assumed, binding the parties and their successors in any capacity and at all times.

9.4. The rights and obligations arising from the Plan and the Programs are of a personal nature and may not be assigned or transferred to third parties (not even by succession, separation or divorce, except as otherwise provided in this Plan or in the Program), in whole or in part, or granted as collateral of obligations or encumbered, without the prior written consent of the Company, subject to the provisions of this Plan.

9.5. This plan may be translated into other languages, however, in case of inconsistencies, the Portuguese version shall prevail.

9.7 The Board of Directors shall be competent to resolve any doubt as to the interpretation of the general rules set forth in this Plan, and in the event of conflict between the provisions of this Plan and the Programs, those of this Plan shall prevail.