



**MOBLY S.A.**

Publicly-held Company

CNPJ/MF No. 31.553.627/0001-01

NIRE 35.300.561.201

## **NOTICE TO SHAREHOLDERS**

### **Result of the Exercise of Preemptive Rights and Commencement of the Subscription Period for Unsubscribed Debentures**

**MOBLY S.A.** (B3: MBL3) ("**Mobly**" or "**Company**") hereby informs its shareholders and the market in general, further to the notices to shareholders disclosed on October 17, 2024 ("**First Notice to Shareholders**"), November 18, 2024 and December 12, 2024, that the period for the Company's shareholders or their respective assignees to exercise or negotiate their preemptive right to subscribe for debentures of the first issuance of unsecured debentures, convertible into common shares, in a single series, for private placement, of the Company, as approved at the meeting of the Company's Board of Directors held on October 17, 2024 ("**Debentures**" and "**Issuance of Debentures**", respectively), ended on December 30, 2024 (inclusive).

During the period for exercise of preemptive rights, 12 Debentures were subscribed, with a par value of R\$1,000.00 per Debenture ("**Par Value**"), totaling R\$12,000.00. Considering that, within the scope of the Issuance of Debentures, the issuance of 500,000 Debentures was approved, it was verified that 499,988 Debentures were not subscribed during the period of exercise of the preemptive right ("**Unsubscribed Debentures**").

As provided for in the First Notice to Shareholders, the Unsubscribed Debentures may be subscribed by the Company's shareholders or respective assignees who have expressed interest in reserving Unsubscribed Debentures in the respective subscription form for Debentures, subject to the terms and conditions described below:

- 1** **Period for Subscription of Unsubscribed Debentures.** The period for subscription of Unsubscribed Debentures will commence on January 6, 2025 (inclusive) and end on January 10, 2025 (inclusive) (the "**Unsubscribed Debentures Subscription Period**").
- 8** **Percentage of the Right of Subscription of Unsubscribed Debentures.** Each subscriber who, during the period for the exercise of preemptive rights, has expressed the intention of subscribing for Unsubscribed Debentures will be entitled to subscribe for Unsubscribed Debentures at a percentage of 4,166,566.66666666700% over the number of Debentures subscribed during the period for exercise of preemptive rights that they expressed the intention of subscribing for Unsubscribed Debentures. Fractions of Debentures resulting from the exercise of subscription rights for Unsubscribed Debentures will be disregarded.
- 9** **Procedures for Subscription of Unsubscribed Debentures.** In order to subscribe for Unsubscribed Debentures, the subscriber will be required to execute a new subscription form, provided that the Unsubscribed Debentures will be apportioned according to the percentage provided for in item 2 above.

Upon the subscription of Unsubscribed Debentures to which they are entitled, subscribers may request an additional number of Unsubscribed Debentures, subject to the availability of Unsubscribed Debentures. Thus, the number of Unsubscribed Debentures subscribed during the Unsubscribed Debentures Subscription Period may exceed the proportional allocation outlined in item 2 above, up to the limit of available Unsubscribed Debentures.

Requests for additional Unsubscribed Debentures will only be fulfilled if, after the proportional subscription of Unsubscribed Debentures, there are remaining Unsubscribed Debentures. These remaining Unsubscribed Debentures will be allocated exclusively among subscribers who opted for additional Unsubscribed Debentures, being certain that no new period will be opened for the subscriber to manifest in this regard and provided that (i) if the maximum number of additional Unsubscribed Debentures requested is equal to the number of Unsubscribed Debentures to which the subscriber is entitled, the subscriber will receive exactly the requested number of additional Unsubscribed Debentures; (ii) if the maximum number of additional Unsubscribed Debentures requested exceeds the number to which the subscriber is entitled, the subscriber will receive only the number of Unsubscribed Debentures to which they are entitled; and (iii) if the maximum number of additional Unsubscribed Debentures requested is less than the number to which the subscriber is entitled, the subscriber will receive exactly the number requested. If, after this allocation process, there are remaining Unsubscribed Debentures, and additional Unsubscribed Debentures requests remain unfulfilled, the allocation will be repeated as many times as necessary among the subscribers with remaining requests until either (i) all requests for additional Unsubscribed Debentures are fulfilled; or (ii) all remaining Unsubscribed Debentures are allocated.

In case any Debentures remain unsubscribed after this process, if (i) the minimum amount of 100,000 Debentures ("**Minimum Debenture Subscription**") is not subscribed within the term of subscription of the Debentures, the Issuance of Debentures shall be canceled by the Company; or (ii) the Minimum Subscription of Debentures is reached, but all the Debentures are not subscribed by the end of the Debentures' subscription period, the unsubscribed and paid-in Debentures shall be canceled by the Company ("**Partial Subscription**").

Shareholders or assignees with subscription rights for Unsubscribed Debentures deposited with the *Central Depositária de Ativos* of B3 S.A. – Brasil, Bolsa, Balcão ("**B3**" and "**Central Depository**", respectively) shall exercise their rights through their respective custody agents, in accordance with the rules and deadlines established by the Central Depository. Shareholders or assignees with subscription rights for Unsubscribed Debentures deposited with BTG Pactual Serviços Financeiros S.A. DTVM, as the entity responsible for the bookkeeping of the shares issued by the Company ("**Bookkeeper**"), who wish to exercise their rights to subscribe for Unsubscribed Debentures, directly through the Bookkeeper, must contact the Bookkeeper, during the Unsubscribed Debentures Subscription Period, through the e-mail <escrituracao.acao@btgpactual.com>. In such case, the right to subscribe for Unsubscribed Debentures must be exercised by signing the subscription form, according to the model to be made available by the Bookkeeper, and the delivery of the applicable documentation, which must be presented by the subscriber for the exercise of his right to subscribe for Unsubscribed Debentures directly to the Bookkeeper. The list of documents to be presented must be requested from the Bookkeeper through the following email: <escrituracao.acao@btgpactual.com>.

The execution of the subscription form will represent an irrevocable and irreversible manifestation of the subscriber's intent to subscribe for Unsubscribed Debentures in connection with the Issuance of Debentures, binding the subscriber to irrevocably and irreversibly pay for such Unsubscribed Debentures.

- 10 Payment of Unsubscribed Debentures.** Payment of the Unsubscribed Debentures will be made (i) by the holders of credit rights listed in Exhibit III of the Deed of Issuance (as defined below), through the payment in kind of Credit Rights (as defined in the First Notice to Shareholders); or (ii) by the other subscribers, in Brazilian national currency, observing the rules and procedures established by the Bookkeeper and the Central Depository, through the respective custody agents, provided further that: (a) for subscriptions through the Bookkeeper, payment of Unsubscribed Debentures (including additional Unsubscribed Debentures) will occur at the time of subscription by the respective subscribers; and (b) for subscriptions through the Central Depository, payment for Unsubscribed Debentures (including additional Unsubscribed Debentures) will occur on January 17, 2025.
- 11 Payment Price.** Within the scope of the Issuance of the Debentures, the paid-in amount of the Debentures was their Par Value on December 30, 2024, which was the first payment date of the Debentures ("**First Payment Date**"). In this sense, considering that the payment of the Unsubscribed Debentures will be carried out after the First Payment Date, the payment price of the Unsubscribed Debentures will consider the Par Value, plus the Remuneration (as defined in the First Notice to Shareholders), calculated *pro rata temporis* from the First Payment Date until the date of effective payment, in accordance with the settlement rules applicable to B3.
- 12 Partial Subscription.** The conditions of the Partial Subscription, as described in item 3 above, were approved at the meeting of the Company's Board of Directors held on October 17, 2024, and any partial distribution of the Debentures will not be subject to ratification or new corporate approval by the Company within the scope of the Issuance of the Debentures.
- 13 Additional Information.** The Bookkeeper will be available to the holders of subscription rights of Unsubscribed Debentures held in custody at the Bookkeeper for clarifications or further information via email at <escrituracao.acao@btgpactual.com>. Holders of subscription rights of Unsubscribed Debentures held with the Central Depository must contact their respective custody agents.

Detailed and further information on the Debentures and the Issuance of Debentures, including the First Notice to Shareholders and the "Private Deed of the 1st (First) Issuance of Unsecured Debentures, Convertible into Shares, in a Single Series, for Private Placement, of Mobly S.A." (*Instrumento Particular de Escritura da 1ª (Primeira) Emissão de Debêntures, Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Colocação Privada, da Mobly S.A.*), entered into by the Company on December 30, 2024 ("**Deed of Issuance**"), are available on the websites of the Company (investors.mobly.com.br), the Brazilian Securities Commission (gov.br/cvm) and B3 (b3.com.br).

**THE COMPANY EMPHASIZES THAT, BY SUBSCRIBING TO THE DEBENTURES, INVESTORS WILL BE DECLARING THAT THEY KNOW AND FULLY ACCEPT THE DEED OF ISSUANCE AND ALL ITS TERMS AND CONDITIONS, ALSO IRREVOCABLY AND IRREVERSIBLY CONFIRMING THEIR ADHERENCE TO THE DEED OF ISSUANCE AND ALL ITS TERMS AND CONDITIONS, AS A DEBENTURE HOLDER,**

**AND THEIR SUBJECTION TO THE TERMS AND CONDITIONS OF THE DEED OF  
ISSUANCE.**

São Paulo, January 3, 2025.

**Marcelo Rodrigues Marques**  
Chief Financial and Investor Relations Officer