

ITAÚSA

Grandes marcas, grande história, grande futuro.

CNPJ 61.532.644/0001-15

A Publicly-Held Company

PRIVATE INSTRUMENT OF INDENTURE FOR THE SIXTH (6TH) PUBLIC ISSUE OF SIMPLE UNSECURED NON-CONVERTIBLE DEBENTURES, IN A SINGLE SERIES, FOR PUBLIC DISTRIBUTION, UNDER THE AUTOMATIC REGISTRATION PROCEDURE, OF ITAÚSA S.A.

This "*Private Instrument of Indenture for the Sixth (6th) Public Issue of Simple Unsecured Non-Convertible Debentures, in a Single Series, for Public Distribution, Under the Automatic Registration Procedure, of Itaúsa S.A.*" ("Indenture") is entered into by:

I. as issuer and offeror of the Debentures (as defined below):

ITAÚSA S.A., a corporation registered as issuer of securities before the CVM (as defined below), operational, with its head office in the City and State of São Paulo at Avenida Paulista, 1938, 5º andar, Bela Vista, CEP 01310-200, enrolled with the CNPJ/MF (as defined below) under the No. 61.532.644/0001-15, with its articles of incorporation registered with JUCESP (as defined below) under the Company Registry Identification Number (NIRE) 35300022220, herein represented under the terms of its Bylaws ("Issuer"); and

II. as trustee, appointed in this Indenture, representing the community of Debenture Holders (as defined below):

OLIVEIRA TRUST DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A., a financial institution, with its head office in the City and State of São Paulo at Rua Joaquim Floriano, 1.052, 13º andar, Itaim Bibi, CEP 04534-004, enrolled with the CNPJ/MF under the No. 36.113.876/0004-34, herein represented under the terms of its Bylaws ("Trustee");

in accordance with the following terms and conditions:

1. DEFINITIONS

1.1 The following terms are considered defined for the purpose of this Indenture in the plural or singular form:

"Risk Rating Agency" has the meaning provided for in Clause 8.1, item XXI, below.

"Trustee" has the meaning provided for in the preamble.

"ANBIMA" means the Brazilian Association of the Financial and Capital Markets (ANBIMA), with its head office in the City and State of São Paulo at Avenida das Nações Unidas, 8501, 21º andar, Conjunto A, Pinheiros, CEP 05425-070, enrolled with the CNPJ/MF under the No. 34.271.171/0001-77.

"Closing Announcement" has the meaning provided for in Clause 3.1., item VI, below.

"Current Controlling Stockholders" means the Controlling Stockholders of the Issuer on the Issue Date.

"Independent Auditor" means the independent auditor registered at the CVM.

"Settlement Bank" has the meaning provided for in Clause 7.8 below.

"B3" means B3 S.A. – Brasil, Bolsa, Balcão – Balcão B3 or B3 S.A. – Brasil, Bolsa, Balcão, as the case may be, with its head office in the City and State of São Paulo at Praça Antônio Prado, 48, 7º andar, Centro, CEP 01010-901, enrolled with the CNPJ/MF under the No. 09.346.601/0001-25.

"CETIP21" means CETIP21 – Títulos e Valores Mobiliários, managed and operated by B3.

"CNPJ/MF" means the Corporate Taxpayer's Registry of the Ministry of Finance.

"ANBIMA Code" means the *"ANBIMA Code for Public Offerings"*, in effect since January 2, 2023.

"Brazilian Code of Civil Procedure" means Law No. 13,105, of March 16, 2015, as amended.

"Communication of Optional Early Redemption Offering" has the meaning provided for in Clause 7.19, item I, below.

"Economic Conglomerate of the Issuer" means any company that is, directly or indirectly, a Controlled Company, or Controlling Company, of the Issuer.

"Distribution Contract" means the *"Contract of Coordination and Public Distribution of Simple Unsecured Non-Convertible Debentures, in a Single Series, of the Sixth (6th) Issue of Itaúsa S.A."* to be entered into by the Issuer and the Coordinator.

"Controlled Company" means, with respect to any entity, any company directly or indirectly controlled (according to the definition of Control) by such entity. Excluded from the definition of "Controlled Company" are companies with respect to which the Issuer is not the owner, individually, of partner's rights that assure them, on a permanent basis, the majority of votes in resolutions of the general stockholders' meeting and the power to elect the majority of the management members of the company, and/or does not use, effectively and individually, its power to run the social activities and guide the operation of the management bodies of such company. For the purpose of this Indenture, the following will not be considered Controlled Companies much less, therefore, Significant Controlled Companies): **(i)** XP Inc.; **(ii)** the Vehicle XP; and **(iii)** the companies in which the Issuer is a member of the controlling block by means of any stockholders' agreement, investments or in any other way.

"Significant Controlled Companies" means **(i)** any of the following Controlled Companies: Itaú Unibanco Holding S.A., Itaú Unibanco S.A. or Banco Itaú BBA S.A.; and **(ii)** based on the then most recent Consolidated Financial Statements of the Issuer, any Controlled Company in which the Issuer holds an investment that represents a percentage higher than twenty percent (20%) of the Issuer's equity.

"Controlling Company" means, with respect to any entity, any direct or indirect controlling company (according to the definition of Control) of the Issuer.

"Control" means the control, direct or indirect, of any company, as defined in Article 116 of Brazilian Corporate Law.

"Coordinator" means the institution that is part of the system of distribution of securities contracted to intermediate the Offering in the capacity of Leading Offering Coordinator.

"CVM" means the Brazilian Securities and Exchange Commission.

"Issue Date" has the meaning provided for in Clause 7.11 below.

"Payment Date" has the meaning provided for in Clause 6.3 below.

"Maturity Date" has the meaning provided for in Clause 7.13 below.

"Debentures" means the debentures that are the subject matter of this Indenture, as provided for in Clause 7.3 below.

"Outstanding Debentures" means all subscribed and paid-up Debentures that are unredeemed, except for the Debentures held in treasury by the Issuer and, also, for quorum-determination purposes at general Debenture Holders' meetings, excluding those Debentures that are directly or indirectly held by **(i)** the Issuer; **(ii)** any Controlling Company, any Controlled Company and/or any associate of the Issuer; or **(iii)** any officer or board member of the legal entities stated in items **(i)** and **(ii)** above; or **(iv)** any spouse, partner or relative up to three times removed, of any of the individuals referred to in item **(iii)** above.

"Debenture Holders" means the holders of the Debentures.

"Audited Consolidated Financial Statements of the Issuer" has the meaning provided for in Clause 8.1, item I, subitem (a), below.

"Consolidated Financial Statements of the Issuer" has the meaning provided for in Clause 8.1, item I, subitem (b), below.

"Consolidated Reviewed Financial Statements of the Issuer" has the meaning provided for in Clause 8.1, item I, subitem (b), below.

"Business Day" means every day other than Saturday, Sunday or a nationally declared bank holiday in the Federative Republic of Brazil.

"Significant Adverse Effect" means **(i)** any significant adverse effect on the financial position, business, assets and/or prospects of the Issuer and its Controlled Companies taken as a whole; and/or **(ii)** any adverse effect on the ability of the Issuer to comply with any of its obligations under the terms of this Indenture.

"Issue" means the issue of the Debentures under the terms of Brazilian Corporate Law.

"Issuer" has the meaning provided for in the preamble.

"Late-Payment Charges" has the meaning provided for in Clause 7.24 below.

"Indenture" has the meaning provided for in the preamble.

"Underwriter" has the meaning provided for in Clause 7.7 below.

"Event of Default" has the meaning provided for in Clause 7.27 below.

"Reference Form" means the reference form of the Issuer, prepared by the Issuer in compliance with CVM Resolution No. 80, available on the pages of the CVM and the Issuer on the Internet.

"Firm Commitment" has the meaning provided for in Clause 6.1 below.

"IPCA" means the Broad Consumer Price Index (IPCA), calculated and disclosed by the Brazilian Institute of Geography and Statistics (IBGE).

"Professional Investors" has the meaning provided for in Article 11 of CVM Resolution No. 30.

"Qualified Investors" has the meaning provided for in Article 12 of CVM Resolution No. 30.

"JUCESP" means the Registry of Commerce of the State of São Paulo.

"Anti-Corruption Legislation" means any law, executive order, regulation or directive that addresses corruption, crimes against the economic or tax order, money laundering or concealment of assets, rights and valuables or crimes against the national financial system, capital markets or public authorities, national or foreign, including, without limitations, Laws No. 7,492 of July 16, 1986, No. 9,613 of March 3, 1998, No. 12,846 of August 1, 2013, as amended, and Executive Order No. 11,129 of July 11, 2022, as it may be amended, and other applicable rules related to corruption practices and harmful actions against the public authorities and the public property, as well as the U.S. Foreign Corrupt Practices Act

of 1977 and the UK Bribery Act, when applicable.

"Environmental and Social Legislation" has the meaning provided for in Clause 8.1, item XXXIV, below.

"Social Protection Law" has the meaning provided for in Clause 8.1, item XXV, below.

"Brazilian Corporate Law" means Law No. 6,404 of December 15, 1976, as amended.

"Securities Market Law" means Law No. 6,385 of December 7, 1976, as amended.

"Law No. 6,015" means Law No. 6,015 of December 31, 1973, as amended.

"MDA" means the Assets Distribution Module (MDA), managed and operated by B3.

"Offering" means the public distribution offering of the Debentures, under the automatic registration procedure, in accordance with the Securities Market Law, CVM Resolution No. 160 and other applicable legal and regulatory provisions.

"Optional Early Redemption Offering" has the meaning provided for in Clause 7.19 below.

"Encumbrance" means any mortgage, pledge, trust receipt, fiduciary assignment, usufruct, trust, promise to sell, call option, preemptive right, charge, lien or encumbrance, provisional attachment, sequestration or levy of execution, either judicial or extrajudicial, either voluntary or involuntary, or any other act whose practical effect is similar to any of the terms above.

"Allowed Corporate Operation" means **(i)** any corporate restructuring operation of the Issuer related to the Vehicle XP; and/or **(ii)** any operation of takeover (in which the Issuer is the taken-over company), merger of shares, merger or spin-off of the Issuer that (1) is previously authorized by the Debenture Holders representing at least two-thirds (2/3) of the Outstanding Debentures; (2) assured to the Debenture Holders that so wish, for a minimum period of six (6) months after the date of publication of the minutes of the corporate acts related to the operation, the advance payment of the debentures; or (3) involve only companies that are part of the Issuer's Economic Conglomerate.

"Payment Price" has the meaning provided for in Clause 6.3 below.

"Premium" means **(i)** for the redemption and/or repayment of Debentures between December 13, 2024 (inclusive) and December 13, 2025 (inclusive), the premium of zero point

thirty percent (0.30%) a year and **(ii)** for redemption and/or repayment of the debentures between December 13, 2025 (exclusive) and the Maturity Date, the premium of zero point twenty-five percent (0,25%) a year; in both cases, calculated on a *pro rata temporis* basis in relation to the remaining term of each of the remaining tranches of the Debentures, levied in the cases of advance payment provided for in Clause 7.18 below, calculated under the terms of the respective Clause (and subclause).

"First Payment Date" has the meaning provided for in Clause 6.3 below.

"Interest Payment" has the meaning provided for in Clause 7.5, item II, below.

"Substitutive Interest Payment" has the meaning provided for in Clause 7.15.2, below.

"Corporate Restructuring of the Vehicle XP" means the corporate restructuring (including a spin-off of the Issuer and any Controlled Company, a capital reduction with payment in shares, redemption with payment in shares, distribution of dividends with payment in shares), legal transaction, disposal, assignment or any other way of transfer or transaction, during the whole life of the Debentures, aimed at segregating or transferring the equity interest held by the Issuer's economic group in XP Inc. to its respective stockholders or third parties.

"CVM Resolution No. 17" means CVM Resolution No. 17 of February 9, 2021, as it may be amended.

"CVM Resolution No. 30" means CVM Resolution No. 30 of May 11, 2021, as it may be amended.

"CVM Resolution No. 44" means CVM Resolution No. 44 of August 23, 2021, as it may be amended.

"CVM Resolution No. 77" means CVM Resolution No. 77 of March 29, 2022, as it may be amended.

"CVM Resolution No. 80" means CVM Resolution No. 80 of March 29, 2022, as it may be amended.

"CVM Resolution No. 81" means CVM Resolution No. 81 of March 29, 2022, as it may be amended.

"CVM Resolution No. 160" means CVM Resolution No. 160 of July 13, 2022, as it may be amended.

“DI Rate” means the accumulated variation of the intraday daily average DI (Interbank Deposits) rates called “Extra-Group DI Over Rate”, expressed as a percentage per year, based on two hundred and fifty-two (252) business days, daily calculated and disclosed by B3 on its daily newsletter available on B3’s page on the Internet (<http://www.b3.com.br>).

“Unit Face Value” has the meaning provided for in Clause 7.4 below.

“Vehicle XP” means any and all investments vehicles, entities, limited liability companies or corporations, which are or may be the holders of an equity interest in XP Inc. (or of securities issued or directly or indirectly backed by it), directly or indirectly, on any account, including, but not limited to, on account of the Corporate Restructuring of the Vehicle XP.

2. AUTHORIZATIONS

2.1 The Issue, the Offering and the execution of this Indenture and the Distribution Agreement will take place in accordance with the resolutions of the Meeting of the Issuer’s Board of Directors held on December 30, 2030.

3. REQUIREMENTS

3.1 The Issue, the Offering and the execution of this Indenture and the Distribution Agreement shall abide by the following requirements:

I. *Filing and Publication of the Minutes of the Corporate Acts.* Under the terms of Article 62, item I, of Brazilian Corporate Law, the minutes of the Issuer’s Board of Directors held on November 30, 2023 will be filed at JUCESP, and published in the “O Estado de São Paulo” newspaper with simultaneous disclosure of the complete minutes of the Meeting of the Issuer’s Board of Directors on the newspaper’s website, which shall provide for a digital certification of the authenticity of the documents maintained on its own pages issued by a certifying authority accredited in the scope of the Brazilian Public Keys Infrastructure (ICP-Brasil), according to the legislation in effect;

II. *Registration of this Indenture and its amendments.* In accordance with what may be required by Brazilian Corporate Law and CVM regulation, this Indenture and its amendments will be registered with JUCESP and one (1) electronic copy (in PDF format) must contain JUCESP’s due digital seal and be forwarded to the Trustee within five (5) Business Days after its effective filing. The Company shall, within five (5) Business Days after the signing of this Indenture, and any of its amendments, file this Indenture, and any of its

amendments, for registration at JUCESP. Any Amendment to this Indenture shall include, in its attachment, the consolidated version of the terms and conditions of this Indenture, comprising the amendments made;

III. *Deposit for distribution and trading.* The Debentures will be deposited for **(a)** public distribution in the primary market through the MDA, managed and operated by B3, with the distribution being financially settled through B3; and **(b)** trading, as long as the provision in Clause 6.4 below is observed, in the secondary market, through CETIP21, managed and operated by B3, with the trading being financially settled and the Debentures electronically deposited with B3;

IV. *Registration of the Offering before the CVM.* The Debentures will be the subject matter of a public distribution aimed exclusively at Professional Investors and they are, therefore, subject to the automatic registration procedure of public distribution offering of securities under the terms of Article 26, item V, subitem a, of CVM Resolution No. 160 because it is a public offering of securities that (i) represent a debt; (ii) are exclusively aimed at Professional Investors; and (iii) are issued by a company that is operational and registered in Category A before the CVM;

V. *Exemption of a prospectus or sheet.* Accordingly, under the terms of Article 9 of CVM Resolution No. 160: (i) there shall be an exemption of the requirement for the disclosure of a prospectus or sheet for carrying out the Offering; (ii) the CVM will not carry out the analysis of the documents of the Offering or its terms and conditions; and (iii) under the terms of Article 86, item II, of CVM Resolution No. 160, the resale of the Debentures shall be carried out under the terms provided for in this Indenture.

VI. *Registration of the Offering by ANBIMA.* The Offering will be the subject matter of registration by ANBIMA under the terms of Article 20, item I, and Article 22 of Chapter VIII, of the ANBIMA Code, within fifteen (15) days after the forwarding of the announcement of the closing of the Offering to the CVM under the terms of Article 76 of CVM Resolution No. 160 ("Closing Announcement").

4. PURPOSE OF THE ISSUER

4.1 The purpose of the Issuer is to hold, directly or indirectly, interests in other companies, in Brazil or abroad, for investment in any sectors of the economy and civil society, including through investment funds, and, to this end, it may acquire, dispose of or trade on marketable securities of publicly- or closely-held companies, on or off stock exchanges, whenever management deems opportune, with the objective of disseminating to the investees its principles of valuing human capital, governance, ethics in business and

creation of value for stockholders and society in a sustainable manner.

5. USE OF FUNDS

5.1 The net funds obtained by the Issuer from the Issue will be used in the optional early redemption of the totality of the Debentures of the first (1st) series of the fourth (4th) issue of debentures of the Issuer, under the terms of the *“Private Instrument of Indenture for the Public Issue of Simple Unsecured Non-Convertible Debentures, in Two (2) Series, of the Fourth (4th) Issue of Itaúsa S.A.”* entered into on May 31, 2021.

5.2 To demonstrate the use of the funds, the Issuer shall forward to the Trustee a declaration attesting to the use of the funds within sixty (60) consecutive days after the date of the completion of the events indicated in Clause 5.1 above and the Trustee may request from the Issuer any clarifications and additional documents that may be reasonably required.

6. CHARACTERISTICS OF THE OFFERING

6.1 *Placement.* The Debentures will be the subject matter of a public distribution offering under the automatic registration procedure under the terms of the Securities Market Law, CVM Resolution No. 160 and other applicable legal and regulatory provisions, and the Distribution Agreement, with the intermediation of the Coordinator, an institution that is a member of the securities distribution system under the firm commitment placement system, in connection with the totality of the Debentures (“Firm Commitment”), subject to the terms of the Distribution Agreement. The target audience of the Debentures will be Professional Investors.

6.1.1 In view of the Firm Commitment for the payment of the Debentures, the Debentures cannot be partially distributed.

6.2 *Subscription Term.* Subject to compliance with the requirements addressed in Clause 3 above, the Debentures will be subscribed, at any time, as of the date of the beginning of the Offering distribution, as long as the provisions in CVM Resolution No. 160 are observed.

6.3 *Form of Subscription and Payment and Payment Price of the Debentures.* The Debentures will be subscribed and paid-up through the MDA, with the distribution being financially settled through B3, in local currency, in cash, upon subscription (“Payment Date”) (a) at the Unit Face Value of the Debentures (as defined below), if it is carried out on

the First (1st) Payment Date ("First Payment Date"); or (b) if the payment takes place after the First Payment Date, at the Unit Face Value plus Interest Payments on the Debentures, calculated on a *pro rata temporis* basis from the First Payment Date to the respective Payment Date of the Debentures ("Payment Price"). The Payment Price may have, at the sole discretion of the Coordinator, goodwill or negative goodwill, and it is assured that, if applicable, the goodwill or negative goodwill will be the same for all Debentures subscribed and paid-up on the same Payment Date (as defined below).

6.4 *Trading.* The Debentures will be deposited for: (i) distribution in the primary market through the MDA, managed and operated by B3, with the distribution being financially settled through B3; and (ii) trading, as long as the provision in Clause 6.4.1 below is observed, in the secondary market, through CETIP21, managed and operated by B3, with the trading being financially settled and the Debentures electronically deposited with B3.

6.4.1. Under the terms of Article 26, item V, of CVM Resolution No. 160, the Debentures may only be aimed at Professional Investors and they may be resold in regulated securities markets to (i) Professional Investors as of the First Payment Date; (ii) Qualified Investors after six (6) months have elapsed from the date of the disclosure of the Closing Announcement; and (iii) the public investor in general after one (1) year has elapsed from the date of disclosure of the Closing Announcement, as provided for in Article 86, item II, of CVM Resolution No. 160, and the trading of the Debentures shall always comply with the applicable legal and regulatory provisions.

7. CHARACTERISTICS OF THE ISSUE AND THE DEBENTURES

7.1 *Number of the Issue.* The Debentures represent the sixth (6th) issue of debentures of the Issuer.

7.2 *Total Issue Amount.* the total issue amount will be of one billion and two hundred and fifty million Brazilian reais (1,250,000,000.00) on the Issue Date.

7.3 *Number.* One million and two hundred and fifty thousand (1,250,000) Debentures will be issued in a single series ("Debentures").

7.4 *Unit Face Value.* On the Issue Date, the unit face value of the Debentures will be of one thousand Brazilian reais (R\$1,000.00) ("Unit Face Value").

7.5 *Series.* The Issue will be carried out in a single series.

7.6 Form and Proof of Ownership. The Debentures will be issued as registered, book-entry Debentures without the issue of certificates and, for all legal purposes, the ownership of the Debentures will be proven by the statement issued by the Underwriter and, additionally, with respect to the Debentures that are electronically deposited with B3, these will be proven by the statement issued by B3 on behalf of the Debenture Holder.

7.7 Underwriter. The institution that is providing underwriting services for the Debentures is Itaú Corretora de Valores S.A., a financial institution with its head office in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima 3500, 3º andar, parte, enrolled with the CNPJ/MF under the No. 61.194.353/0001-64 ("Underwriter").

7.8 Settlement Bank. The financial institution that is providing settlement banking services for the Debentures is Itaú Unibanco S.A., a financial institution with its head office in the City and State of São Paulo at Praça Alfredo Egydio de Souza Aranha, 100, Torre Olavo Setúbal, enrolled with the CNPJ/MF under the No. 60.701.190/0001-04 ("Settlement Bank").

7.9 Convertibility. The Debentures will be simple, that is, they will not be convertible into shares issued by the Issuer nor will they be exchangeable for shares issued by another company.

7.10 Type. The Debentures will be unsecured, under the terms of Article 58, main paragraph, of Brazilian Corporate Law, with no guarantees or preemptive rights.

7.11 Issue Date. For all legal purposes and effects, the issue date of the Debentures will be December 13, 2023 ("Issue Date").

7.12 Interest Payment Start Date. For all legal purposes and effects, the interest payment start date will be the First Payment Date.

7.13 Maturity Term and Date. Except for the cases of early redemption of the Debentures or early maturity of the obligations arising from the Debentures, under the terms provided for in this Indenture, the maturity term of the Debentures will be of eight (8) years as of the Issue Date, maturing, therefore, on December 13, 2031 ("Maturity Date").

7.14 Payment of the Unit Face Value. Without prejudice to the payments resulting from the early redemption of the Debentures, early repayment of the Debentures or early maturity of the obligations arising from the Debentures, under the terms provided for in this Indenture, the balance of the Unit Face Value of the Debentures will be repaid on the

dates indicated in the table below.

Tranche	Date of Repayment of the Debentures	Percentage of the balance of the Unit Face Value to be Repaid
1	December 13, 2029	33.3333%
2	December 13, 2030	50.0000%
3	Maturity Date	100.0000%

7.15 Interest Payment. The interest payment on the Debentures will be as follows:

I. *Monetary Adjustment:* the Unit Face Value of the Debentures will not be monetarily adjusted; and

II. *Compensatory Interest:* the Unit Face Value or the balance of the Unit Face Value of the Debentures, as the case may be, will bear compensatory interest corresponding to the accumulated variation of one hundred percent (100%) of the intraday daily average rates called "Extra-Group DI Over Rate", expressed as a percentage per year, based on two hundred and fifty-two (252) Business Days, daily calculated and disclosed by B3 on its daily newsletter available on B3's page on the Internet (<http://www.b3.com.br>) ("DI Rate"), exponentially added by a surcharge or spread of one point thirty-seven percent (1.37%) per year based on two hundred and fifty-two (252) Business Days ("Interest Payment"), calculated on an exponential and cumulative *pro rata temporis* basis according to the Business Days elapsed, from the First Payment Date or the immediately prior Interest Payment Date, as the case may be, to the date of the effective payment. The Interest Payment will be made annually as of the Issue Date on December 13 of each year, the first payment being on December 13, 2024 and the last payment being on the Maturity Date. The Interest Payment will be calculated based on the following formula:

$$J = VNe \times (\text{InterestFactor} - 1)$$

Where:

J = unit value of the Interest Payment due at the end of each Capitalization Period, calculated with eight (8) decimal places and no rounding up or down;

VNe = Unit Face Value or balance of the Unit Face Value, as the case may be, stated/calculated with eight (8) decimal places and no rounding up or down;

InterestFactor = compound interest factor calculated by the fluctuation parameter plus spread, calculated with nine (9) decimal places and no rounding up or down, as follows:

$$\text{InterestFactor} = \text{DIFactor} \times \text{SpreadFactor}$$

DI Factor = sum-up of the DI Rates, from the start date of the respective Capitalization Period, inclusive, and until the calculation date, exclusive, calculated with eight (8) decimal places and no rounding up or down, as follows:

$$\text{Factor DI} = \prod_{k=1}^{nDI} [1 + (\text{TDI}_k)]$$

Where:

k = order number of TDIk, ranging from one (1) to nDI;

nDI = total number of DI Rates, where "nDI" is a whole number;

TDIk = DI Rate factor, expressed on the day, calculated with eight (8) decimal places and no rounding up or down, as follows:

$$\text{TDI}_k = \left(\frac{\text{DI}_k}{100} + 1 \right)^{\frac{1}{252}} - 1$$

Where:

DIk = DI Rate, disclosed by B3, with two (2) decimal places.

SpreadFactor = surcharge of fixed interest, calculated with nine (9) decimal places and no rounding up or down, as follows:

where:

$$\text{SpreadFactor} = \left\{ \left[\left(\frac{\text{spread}}{100} + 1 \right)^{\frac{DP}{252}} \right] \right\}$$

$$\text{Spread} = 1,3700$$

DP = number of Business Days between the First Payment Date or the immediately prior Interest Payment Date, as the case may be, to the calculation date, and DP is a whole number.

"Capitalization Period" is defined as the period of time beginning on the First Payment Date of the Debentures (inclusive) and ending on the First Interest Payment Date

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(exclusive) and, for the other Capitalization Periods, the period of time beginning on the immediately prior scheduled Interest Payment Date (inclusive) and ending on the subsequent scheduled Interest Payment Date (exclusive). Each Capitalization Period succeeds the prior one with no continuity solution until the Maturity Date.

Notes:

The factor arising from the expression is included with sixteen (16) decimal places and no rounding up or down.

$$\left[1 + \left(\text{TDL}_k \times \frac{S}{100} \right) \right]$$

The daily factors are summed-up and, for each cumulative daily factor, the result is locked with sixteen (16) decimal places, with the next daily factor being applied, and so on, until the last one is included.

Once the factors are accumulated, the resulting "DIFactor" will be taken with eight (8) decimal places with rounding up or down.

The DI Rate will be used taking an identical number of decimal places disclosed by the entity responsible for its calculation, unless otherwise expressly indicated.

7.15.1 Subject to the provisions in Clause 7.15.2 below, if, at any time during the life of the Debentures, the DI Rate is not disclosed, the most recent DI Rate disclosed at the time will be applied for the calculation of the Interest Payment and no financial compensations, fines or penalties will be due between the Issuer and/or the Debenture Holders when the subsequent DI Rate is disclosed.

7.15.2 In the event of the absence of calculation and/or disclosure of the DI Rate for a period longer than ten (10) consecutive days from the date expected for its disclosure or, immediately, in the event of extinction of the DI Rate or impossibility of application of the DI Rate by force of law or a judicial ruling, the Trustee shall call a General Debenture Holders' Meeting to be held, upon a first call or a second call, within no longer than thirty (30) days after the date of the end of the period for any of the events provided for at the beginning of this Clause, for the resolution, by the Debenture Holders, in mutual agreement with the Issuer and subject to the applicable regulation, on a new parameter of interest payment on the Debentures, and this parameter will preserve the real value and the same levels of the Interest Payment ("Substitute Interest Payment"). Until the time of the definition of the Substitute Interest Payment or the choice, by the Issuer, between the provisions in items I or II below, as the case may be, the same daily rate produced by the most recent officially disclosed DI Rate will be used, subject to the applicable percentage calculated on a *pro rata temporis* basis. If the Debenture Holders, gathered at a General

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Debenture Holders' Meeting, representing at least seventy-five per cent (75%) of the Outstanding Debentures, do not approve the Substitute Interest Payment proposed by the Issuer, the latter may opt, at its sole discretion, for one of the alternatives established below, and the Issuer undertakes to notify the Trustee in writing, within fifteen (15) days after the date of the end of the General Debenture Holders' Meeting referred to in this Clause, which alternative was chosen:

I. the Issuer shall early redeem and, consequently, cancel the totality of the Debentures, within thirty (30) days from the date of the end of the General Debenture Holders' Meeting referred to in this Clause, at the Unit Face Value or the balance of the Unit Face Value, as the case may be, plus the Interest Payment, calculated on a *pro rata temporis* basis, from the First Payment Date or the immediately prior Interest Payment Date, as the case may be, until the date of the effective payment, using, for the calculation of the Interest Payment applicable to the redemption and consequent cancellation provided for in this item, the same daily rate produced by the most recent officially disclosed DI Rate, subject to the applicable percentage, and the redemption referred to in this item will not be increased by a premium or penalty of any kind; or

II. the Issuer shall fully repay the totality of the Debentures, according to a schedule determined by the Issuer, which will not be after the Maturity Date and the average period of the repayments originally scheduled for the Debentures, using, for the calculation of the applicable Interest Payment, during the period of repayment of the Debentures and the frequency of the payment of the Interest Payment provided for in this item, and a Substitute Interest Payment defined by the Debenture Holders and presented to the Issuer at the General Debenture Holders' Meeting referred to in this Clause, which, if referenced to a period other than two hundred and fifty-two (252) Business Days, shall be adjusted to reflect the base of two hundred and fifty-two (252) Business Days.

7.16 *Scheduled Renegotiation.* there will be no scheduled renegotiation.

7.17 *Optional Early Redemption of the Debentures.* the Issuer may, at its sole discretion, carry out the early redemption of the totality (partial redemption being barred) of the Debentures as of the twelfth (12th) month (inclusive) from the Issue Date, that is, December 13, 2024 (inclusive) with prior notice to the respective Debenture Holders (through the publication of an announcement under the terms of Clause 7.28 below or individual communication to all the respective Debenture Holders, with a copy to the Trustee, at the Issuer's discretion), to the Trustee, Underwriter, Settlement Bank and B3 within three (03) Business Days from the date of the event, on the early redemption of the totality (partial redemption being barred) of the Debentures, with the resulting cancellation of such Debentures upon the payment of the Unit Face Value or the balance of the Unit Face

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Value, plus the Interest Payment on the Debentures, calculated on a *pro rata temporis* basis from the First Payment Date of the Debentures or the immediately prior Interest Payment Date, as the case may be, until the date of the effective payment, plus Premium, levied on the early redemption amount, which will be calculated in accordance with the formula presented in Clause 7.17.1.

7.17.1 The optional early redemption Premium on the Debentures will be calculated in accordance with the following formula with respect to each portion of the balance of the Unit Face Value of the Debentures that have not yet been repaid.

$$Pr = \sum_i^k \left\{ \left[(1 + \%Premium)^{\frac{DU_i}{252}} - 1 \right] \times SD_i \right\}$$

Where:

Pr = Optional early redemption Premium, calculated with eight (8) decimal places and no rounding up or down;

%Premium = (i) the percentage of zero point thirty percent (0.30%) per year if the redemption is carried out between December 13, 2024 (inclusive) and December 13, 2025 (inclusive); or (ii) the percentage of zero point twenty-five percent (0.25%) per year if the redemption is carried out between December 13, 2025 (exclusive) and the Maturity Date; in both cases, calculated on a *pro rata temporis* basis in relation to the remaining period of each of the remaining tranches of the Debentures;

k = number of remaining tranches, as provided for in Clause 7.14 above;

DUi = number of Business Days from the effective date of the optional early redemption to the date of the payment of each of the remaining tranches of the Debentures that have not yet been repaid, as provided for in Clause 7.14 above; and

SDi = i-nth remaining tranche corresponding to the Unit Face Value of the balance of the Unit Face Value of the Debentures that have not yet been repaid, as provided for in Clause 7.14 above; plus Interest Payment on the Debentures, calculated on a *pro rata temporis* basis from the First Payment Date of the Debentures or the immediately prior Interest Payment Date, as the case may be, until the date of the effective payment. Should the optional early redemption take place on any Interest Payment Date of the Debentures, as provided in this Indenture, the SDi shall not consider the Interest Payment on the Debentures due until such date. If the optional early redemption takes place on any date of repayment of the Debentures, the SDi shall not consider the tranche repaid on that date.

7.17.2 The early redemption will be carried out in accordance with the procedures of B3 if the Debentures are electronically deposited with B3, or in accordance with the procedures of the Underwriter if they are not electronically deposited with B3.

7.18 *Optional Early Repayment.* The Issuer may, at its sole discretion, carry out the optional early repayment of the Debentures as of the twelfth (12th) month (inclusive) from the Issue Date, that is, December 13, 2024 (inclusive), with prior notice to the Debenture Holders (through the publication of an announcement under the terms in Clause 7.28 below or individual communication to all Debenture Holders, with a copy to the Trustee, at the Issuer's discretion), to the Trustee, Underwriter, Settlement Bank and B3, within three (3) Business Days from the date of the event, referring to the early repayments on the Unit Face Value or balance of the Unit Face Value, upon payment of a portion of the Unit Face Value or balance of the Unit Face Value of the Debentures to be repaid, limited to ninety-eight percent (98%) of the Unit Face Value of the Debentures, plus the Interest Payment on

the Debentures, calculated on a *pro rata temporis* basis from the First Payment Date of the Debentures or the immediately prior Interest Payment Date, as the case may be, until the date of the effective payment, plus Premium, levied on the early repayment amount, which will be calculated in accordance with the formula presented in Clause 7.18.1.

7.18.1 The optional early repayment Premium on the Debentures will be calculated in accordance with the following formula with respect to each portion of the balance of the Unit Face Value of the Debentures that have not yet been repaid:

$$Pa = \sum_i^k \{[(1 + \%Premium)^{\frac{DUi}{252}} - 1] \times AMi\}$$

Where:

Pa = Optional early repayment Premium, calculated with eight (8) decimal places and no rounding up or down;

%Premium = (i) the percentage of zero point thirty percent (0.30%) per year if the repayment is carried out between December 13, 2024 (inclusive) and December 13, 2025 (inclusive); or (ii) the percentage of zero point twenty-five percent (0.25%) per year if the repayment is carried out between December 13, 2025 (exclusive) and the Maturity Date; in both cases, calculated on a *pro rata temporis* basis in relation to the remaining period of each of the remaining tranches of the Debentures;

k = number of remaining tranches, as provided for in Clause 7.14 above;

DUi = number of Business Days from the effective date of the optional early repayment to the date of the payment of each of the remaining tranches of the Debentures that have not yet been repaid, as provided for in Clause 7.14 above; and

AMi = i-nth remaining portion corresponding to the Unit Face Value or the balance of the Unit Face Value to be repaid, as provided for in Clause 7.14 above, plus Interest Payment, calculated on a *pro rata temporis* basis from the First Payment Date or the immediately prior Interest Payment Date, as the case may be, until the date of the effective payment. Should the optional early repayment take place on any Interest Payment Date, as provided for in this Indenture, the AMi shall not consider the Interest Payment due until such date. Should the optional early redemption take place on any date of repayment of the Debentures, the AMi shall not consider the portion repaid on that date.

7.18.2 The amounts paid as optional early repayment of the Unit Face Value or the balance of the Unit Face Value of the Debentures will always be proportionally included in the balance of the Unit Face Value of the Debentures presented in Clause 7.14, automatically and regardless of any additional formality (and also regardless of any amendment to this Indenture), and the Maturity Date will remain unchanged.

7.18.3 The optional early repayment will be carried out in accordance with the procedures of B3 if the Debentures are electronically deposited with B3, or in accordance with the procedures of the Underwriter if they are not electronically deposited with B3.

7.19 *Optional Early Redemption Offering.* The Issuer may, at its sole discretion, carry out, at any time, an optional early redemption offering, in whole or in part, of the Debentures, with the resulting cancellation of such Debentures, which will be addressed indistinctly to all Debenture Holders, ensuring equal conditions to all Debenture Holders to accept the early redemption of the Debentures they hold, in accordance with the terms and conditions provided for below ("Optional Early Redemption Offering").

I. the Issuer will carry out the Optional Early Redemption Offering by forwarding a communication to the Trustee and, on the same date, a notice to the Debenture Holders (through the publication of an announcement under the terms of Clause 7.28 below or individual communication to all Debenture Holders, with a copy to the Trustee, and, in both cases, with a copy to B3) ("Communication of Optional Early Redemption Offering"), which shall describe the terms and conditions of the Optional Early Redemption Offering, including **(a)** whether the Optional Early Redemption Offering will cover the totality of the Debentures; **(b)** the percentage of the early redemption premium, at the Issuer's discretion, which, if any, may not be negative; **(c)** the form and period for response to the Issuer from the Debenture Holders that choose to accept the Optional Early Redemption Offering; **(d)** the effective date for the early redemption and payment of the Debentures that are the subject matter of the Optional Early Redemption Offering, assuming the acceptance by the Debenture Holders that represent the totality of the Debentures that are the subject matter of the Optional Early Redemption Offering, which will be the same for all Debentures that are the subject matter of the Optional Early Redemption Offering that shall take place within at least ten (10) days from the date of the Communication of the Optional Early Redemption Offering; and **(e)** other information necessary for the Debenture Holders' decision-making and for the operation of the early redemption of the Debentures that are the subject matter of the Optional Early Redemption Offering;

II. the Issuer shall **(a)** on the respective final date for acceptance of the Optional Early Redemption Offering, confirm to the Trustee whether or not the early redemption will take place, according to the criteria established in the Communication of the Optional Early Redemption Offering, and **(b)** at least three (3) Business Days before the respective early redemption date, inform the Underwriter, the Settlement Bank and B3 of the respective early redemption date;

III. the amount to be paid in connection with each Debenture indicated by their respective holders in acceptance of the Optional Early Redemption Offering will be equal to the Unit Face Value or the balance of the Unit Face Value of the Debentures, plus **(a)** the Interest Payment, calculated on a *pro rata temporis* basis from the First Payment Date or the immediately prior Interest Payment Date of the Debentures, as the case may be, to the date of the effective payment; and **(b)** if applicable, an early-redemption premium to be offered to the Debenture Holders, at the Issuer's sole discretion, which may not be negative;

IV. if the Optional Early Redemption Offering refers to part of the Debentures, and the number of Debentures that had been indicated in the acceptance of the Optional Early Redemption Offering is greater than the number to which the Optional Early Redemption Offering was initially directed, then the early redemption will take place by a drawing of lots to be coordinated by the Trustee. The Debenture Holders who were drawn will be informed by the Issuer, in writing, of the result of the drawing of lots at least three (3) Business Days before the redemption date;

V. the payment of the early redeemed Debentures through the Optional Early Redemption Offering will be made as provided for in Clause 7.22 below; and

VI. the early redemption of the Debentures **(a)** that are electronically deposited with B3, will take place in accordance with B3's operational procedures, and all stages of this process, such as authorization of the Debenture Holders, qualification, drawing of lots, calculation, apportionment and validation of the number of Debentures to be early redeemed, will take place outside the scope of B3; and **(b)** that are not electronically deposited with B3, will take place in accordance with the Underwriter's operational procedures.

7.20 *Optional Acquisition.* The Issuer may, at any time, acquire Debentures provided that it complies with the provision in Article 55, paragraph 3, of Brazilian Corporate Law, in Article 13, as applicable, of CVM Resolution No. 160, in CVM Resolution No. 77 and in applicable CVM regulation. The Debentures acquired by the Issuer may, at the Issuer's discretion, be cancelled, held in treasury or placed on the market again. The Debentures

acquired by the Issuer to be held in treasury under the terms of this Clause, if and when they are placed back on the market, will be entitled to the same Interest Payment applicable to the other Debentures.

7.21 *Right to Receive Payments.* Those Debenture Holders that are Debenture Holders on the closing of the Business Day immediately prior to the respective payment date will be entitled to the receipt of any amount due to the Debenture Holders.

7.22 *Place of Payment.* The payments associated with the Debentures and any other amounts that may be owed by the Issuer as provided herein will be made **(i)** by the Issuer, as it concerns payments associated with the Unit Face Value, Interest Payment, early redemption premium (if any) or early repayment of the Debentures, as well as Late-Payment Charges, related to the Debentures that are electronically deposited with B3, through B3; or **(ii)** by the Issuer, in all other cases, through the Underwriter or at the Issuer's headquarters, as applicable.

7.23 *Extension of Terms.* Payment terms of any obligation provided herein will be deemed automatically extended to the first (1st) subsequent Business Day if they expire on a day other than a Business Day, and no accrual will be made on the amounts payable accordingly.

7.24 *Late-Payment Charges.* In the event of late payment of any amount owed by the Issuer to Debenture Holders as provided herein, in addition to paying the Interest Payment calculated on a *pro rata temporis* basis from the First Payment Date or the immediately preceding Interest Payment date, as applicable, up to the effective payment date, any and all late payments will accrue, regardless of communication, notice or claim, either in- or out-of-court, **(i)** late-payment interest at one percent (1%) per month, calculated on a *pro rata temporis* basis from the date of default until the effective payment date; and **(ii)** non-compensatory late-payment fine of two percent (2%) ("Late-Payment Charges").

7.25 *Limitation of Rights to Accruals.* A Debenture Holder's failure to come up to receive the amount corresponding to any monetary obligations on the dates provided herein or in any announcement given or notice published as provided herein will not be entitled to any accrual on such late-receipt period. However, any rights vested up to the date of the respective maturity or payment will be assured in the event of late payment.

7.26 *Tax Immunity.* Any Debenture Holders entitled to tax immunity or exemption will provide to the Settlement Bank or the Underwriter, as applicable, at least ten (10) Business Days before the scheduled date of receipt of the amounts on the Debentures, documentary proof of said tax immunity or exemption, and failure to do so will cause their

payments to be deducted from the amounts owed under the applicable tax laws in force.

7.27 Early Maturity. Subject to the provisions in Clauses 7.27.1 to 7.27.8 below, the Trustee will declare that any unpaid balance of obligations arising from the Debentures is to become due and payable and require the Issuer to promptly pay the debt balance of the Unit Face Value of the Debentures, plus Interest Payment calculated on a *pro rata temporis* basis from the First Payment Date or the immediately prior Interest Payment date, as applicable, to the effective payment date, without prejudice, as applicable, to Late-Payment Charges, in the event any of the events provided for in Clauses 7.27.1 and 7.27.2 below occurs (each event, one "Event of Default").

7.27.1 The following will be deemed Events of Default and ensue the automatic early maturity of obligations arising from the Debentures, regardless of communication or notice, either in- or out-of-court, with the application of the provisions in Clause 7.27.3 below:

I. Issuer's failure to pay any monetary obligation associated with the Debentures and/or set forth herein, on the corresponding payment date, not settled within two (2) Business Days from the date of such default;

II. in the event of **(a)** bankruptcy of the Issuer and/or any of its Significant Controlled Companies; **(b)** petition for voluntary bankruptcy filed by the Issuer and/or any of its Significant Controlled Companies; **(c)** petition for bankruptcy against the Issuer and/or any of its Significant Controlled Companies filed by third parties and not dismissed within the legal period; **(d)** petition for judicial or extrajudicial reorganization of the Issuer and/or any of its Significant Controlled Companies that are not subject to the provisions in Law No. 6,024 of March 13, 1974, as amended, regardless of the admission of said petition; **(e)** intervention, liquidation, winding-up or dissolution of the Issuer and/or any of its Significant Controlled Companies, except for as a result of a corporate transaction that is not an Event of Default, as provided for in Clause 7.27.2 below, item III; and **(f)** request by the Issuer and/or any of its Significant Controlled Companies for a preparatory provisional remedy or interlocutory measures, regardless of the grant of such request, with effects of judicial or extrajudicial reorganization or settlement or mediation prior to the judicial or extrajudicial reorganization, regardless of such request being granted by the competent judge;

III. early maturity of any of the financial obligations raised by the Issuer or by any of the Significant Controlled Companies in the local or foreign market that is not settled within the period provided for in the respective instrument or, in its absence, within five (5) Business Days from the corresponding early maturity date at an amount, whether

individual or in the aggregate, equal to or higher than three hundred million Brazilian reais (R\$300,000,000.00) (or an equivalent amount in other currencies);

IV. change of the Issuer's capital structure from a corporation to any other type of company under the terms of Articles 220 to 222 of Brazilian Corporate Law; or

V. annulment, voidance or unenforceability of the Debentures and/or this Indenture.

7.27.2 The following are Events of Default that may cause the early maturity of the obligations arising from the Debentures, with the application of the provision in Clause 7.27.5 below:

I. protest of negotiable instruments against the Issuer in the local or foreign market at an amount, whether individual or in the aggregate, equal to or higher than three hundred million Brazilian reais (R\$300,000,000.00) (or an equivalent amount in other currencies), except if, within thirty (30) days from the date of the protest, the following is proven to the Trustee:

(a) such negotiable instruments were protested due to error or bad faith of third party(ies); or

(b) the protest(s) were cancelled or suspended;

II. loss of Control of the Issuer by the Current Controlling Stockholders, except if previously authorized by the holders of at least two-thirds (2/3) of the Outstanding Debentures, and it is certain that in the event these Current Controlling Stockholders start to exercise the shared Control of the Issuer, such an event will not be deemed a loss of Control;

III. takeover (in which the Issuer is the company taken over), merger of the Issuer's shares, merger or spin-off of the Issuer, except if it is an Allowed Corporate Operation:

IV. reduction of the Issuer's capital, except:

(a) if previously authorized by Debenture Holders representing, at least, the majority of the Outstanding Debentures, as provided for in Article 174, paragraph 3, of Brazilian Corporate Law;

(b) if in connection with the Corporate Restructuring of the Vehicle XP; or

(c) for absorbing losses;

V. noncompliance with any final and unappealable ruling and/or final arbitration decision against the Issuer at an amount, whether individual or in the aggregate, equal to or higher than three hundred million Brazilian reais (R\$300,000,000.00) (or an equivalent amount in other currencies);

VI. a change to the Issuer's purpose, as provided for in its Bylaws in effect on the Issue Date, that will cause a Significant Adverse Effect;

VII. Issuer's noncompliance with any non-monetary obligation as provided herein that is not settled within thirty (30) days from the date said noncompliance has been reported **(a)** by the Issuer to the Trustee, or **(b)** by the Trustee to the Issuer, whichever earlier;

VIII. misstatement or error, in the latter case in any material respect, of any of the representations made by the Issuer herein that may cause a Significant Adverse Effect;

IX. in the event the Issuer no longer has the direct or indirect control over one or more Significant Controlled Companies (or any companies that may succeed the latter in the future);

X. dividend distribution, payment of interest on capital or any other payments made to its stockholders, in the event the Issuer is in default with any of the obligations set forth in this Indenture, except, however, for **(a)** the minimum mandatory dividend provided for in Article 202 of Brazilian Corporate Law, under the terms of the Issuer's Bylaws in effect on the Issue Date; or **(b)** if related to the Corporate Restructuring of the Vehicle XP;

XI. assignment or promise to assign or any manner of transfer or promise to transfer to third parties, in whole or in part, by the Issuer, any of its obligations assumed herein, except if:

(a) previously authorized by the holders of at least two thirds (2/3) of the Outstanding Debentures; or

(b) as a result of an Allowed Corporate Operation.

7.27.3 If, during the term of this Indenture, (i) the Simple Unsecured Non-Convertible Debentures, in a Single Series, of the Third (3rd) Issue of the Issuer; and (ii) the Simple Unsecured Non-Convertible Debentures, in Two (2) Series, of the Fourth (4th) Issue of the Issuer are fully released, the amounts set forth in Clauses 7.27.1 and 7.27.2 above will be adjusted based on the variation of IPCA from the Issue Date to the date of the event.

7.27.4 In the event any of the Events of Default listed in Clause 7.27.1 above comes to pass, the obligations arising from the Debentures will mature automatically, regardless of any communication or notice, either in- or out-of-court. For clarification purposes, notwithstanding any provision to the contrary herein, any acts of any kind whatsoever carried out by the Issuer, its Controlled Companies or Controlling Stockholders in connection with or for the purpose of the Corporate Restructuring of the Vehicle XP will not be deemed an Event of Default. The provision stated in the foregoing sentence shall prevail over any other provision herein.

7.27.5 In the event any of the Events of Default provided for in Clause 7.27.2 occurs, the Trustee will, inclusive for the purposes of Clauses 9.6 and 9.6.1 below, call, within five (5) Business Days from the date the Trustee becomes aware of such occurrence, a general Debenture Holders' meeting to resolve on the failure to declare the early maturity of the obligations arising from the Debentures, to be held as soon as possible as provided by law. If, at said general Debenture Holders' meeting, the Debenture Holders representing at least two-thirds (2/3) of the Outstanding Debentures resolve on refraining from stating the early maturity of the obligations arising from the Debentures, then the Trustee will refrain from declaring the early maturity of such obligations; otherwise or in the event said general Debenture Holders' meeting fails to be open in second call, the Trustee will immediately declare the early maturity of the obligations arising from the Debentures accordingly.

7.27.6 In the event of early maturity of the obligations arising from the Debentures, the Issuer will **(i)** inform B3 immediately after this event takes place for the purpose of keeping the asset on B3, and **(ii)** redeem all Debentures, with their resulting cancellation, by paying the Unit Face Value or the balance of the Unit Face Value of the Debentures, plus Interest Payments calculated on a *pro rata temporis* basis from the First Payment Date or the immediately prior Interest Payment date, as applicable, until the effective payment date, without prejudice to Late-Payment Charges, as provided for in Clause 7.27.1 above, item I from the date in which such payments should have been made, as set forth herein. If the payment referred to in this Clause is made in any date other than the date the early maturity of obligations arising from the Debentures is declared, such payment will be made in accordance with Clause 7.22 above, item (ii).

7.27.7 If the payment of all Debentures is made through B3, the Issuer will inform B3, by means of correspondence together with the Trustee, about such payment with at least three (3) Business Days before the agreed payment date.

7.27.8 In the event of early maturity of the obligations arising from the Debentures, the funds received as payment for such obligations, as they are received, will be immediately used for the repayment or, if possible, settlement of the debt balance of the obligations arising from the Debentures. In the event the funds received as payment for obligations arising from the Debentures are not sufficient to simultaneously settle all obligations arising from the Debentures, such funds will be used in the following order, so that, once the amounts covered by the first item have been settled, the funds will be allocated to the immediately subsequent item and so forth:

(i) any amounts owed by the Issuer as provided for herein (including any fees to and expenses incurred by the Trustee), other than those stated in items **(ii)** and **(iii)** below; **(ii)** Interest Payment, Late-Payment Charges and other charges owed as obligations arising from the Debentures; and **(iii)** the balance of the Unit Face Value of the Debentures. The Issuer will remain liable for the debt balance of obligations arising from unpaid Debentures, without prejudice to Interest Payment, Late-Payment Charges and other charges accrued on the debt balance of obligations arising from the Debentures for as long as they remain unpaid, and this being deemed a liquidated debt that may be the subject of out-of-court collection or enforcement proceedings.

7.28 *Publicity.* All acts and decisions in connection with the Debentures will be disclosed as "Notice to Debenture Holders", in "O Estado de S. Paulo" newspaper, with simultaneous full disclosure on its page on the Internet, which shall provide digital certification of the authenticity of the documents maintained on its pages issued by an accredited certifying authority within the scope of the Brazilian Public Key Infrastructure (PKI) (ICP-Brasil), in accordance with legislation in force, as well as on the Issuer's page on the Internet (www.itausa.com.br), in any case immediately after the occurrence of the act to be disclosed, in compliance with the provision in Article 289 of Brazilian Corporate Law and the limitations imposed by CVM Resolution No. 160 on the publicity of the Offering and legal terms. The Issuer may replace the newspaper named above for another major newspaper with nationwide-circulation to be used for its corporate publications, upon written notice to the Trustee and through the publication of an announcement on the newspaper to be replaced.

7.29 Risk Rating. A risk rating agency will be engaged within the scope of the Offering to assign a rating to the Debentures, provided that the change or non-maintenance of the Debentures rating will not represent an Event of Default.

8. OTHER ISSUER'S OBLIGATIONS

8.1 The Issuer is also agreed to:

I. make the following available on its page on the Internet and on the CVM's page on the Internet:

(a) within three (3) months from the end of each fiscal year or the effective disclosure date, whichever comes first, a copy of the Consolidated Financial Statements of the Issuer audited by the Independent Auditor for the corresponding fiscal year, prepared in accordance with Brazilian Corporate Law and the rules issued by CVM ("the Audited Consolidated Financial Statements of the Issuer");

(b) within forty-five (45) days from the end of each fiscal quarter (except for the final quarter of each fiscal year) and the effective disclosure date, whichever comes first, a copy of the Consolidated Financial Statements of the Issuer with limited review by the Independent Auditor for the corresponding quarter, prepared in accordance with Brazilian Corporate Law and the rules issued by CVM ("Consolidated Restated Financial Statements of the Issuer", and the Audited Consolidated Financial Statements of the Issuer and the Restated Consolidated Financial Statements of the Issuer, when referenced indistinctly, will be referred to as the "Consolidated Financial Statements of the Issuer"); and

(c) copies of periodic and occasional information as provided for in CVM Resolution No. 80, within the same terms stated for submitting this information to the CVM;

II. make the following available to the Trustee:

(a) within ten (10) Business Days from the dates stated in item I above, sub item (a), a statement signed by the Issuer's legal representatives in accordance with its Bylaws to the effect that **(i)** all provisions drawn up herein remain in force; **(ii)** no Event of Default and the no noncompliance with any obligation hereunder; and **(iii)** no acts in breach of its Bylaws have been carried out;

(b) within thirty (30) days before the final date of the term for making available, on the Trustee's page on the Internet, the annual report prepared by the Trustee, in accordance with CVM Resolution No. 17, financial information, corporate acts, the organizational chart of the Issuer's group, and other information required for the preparation of the report to be requested, in writing, by the Trustee;

(c) notices to Debenture Holders, within five (5) Business Days from the date they are disclosed;

(d) within five (5) Business Days from the date of occurrence, information about **(i)** any default of the Issuer, of any obligation stated herein; and/or **(ii)** any Event of Default. Whenever the Trustee becomes aware of any Event of Default before it is disclosed by the Issuer, the former will proceed with the procedures described herein, regardless of any notice by the Issuer;

(e) within five (5) Business Days from the date the Trustee becomes aware of any information about the occurrence of any event or situation that may give rise to any Significant Adverse Effect;

(f) within five (5) Business Days from the date of receipt of the corresponding request, information and/or documents that may come to be reasonably requested by the Trustee;

(g) within five (5) Business Days from the date of the corresponding execution of this Indenture and amendments hereto, an electronic copy (in PDF format) of the file number for registering this Indenture or corresponding amendment hereto with JUCESP; and

(h) within five (5) Business Days from the date of the corresponding filing with JUCESP, an electronic copy (in PDF format) of the respective minutes of the general Debenture Holders' meeting containing the JUCESP digital registration stamp. In the event of registration of a hardcopy, the original copy registered with JUCESP must be forwarded accordingly;

(i) the information described in item I above, and the Issuer will be released from forwarding such information to the Trustee whenever the former makes it available to the CVM.

III. without prejudice to the other obligations set forth in this Clause 8 or to other obligations expressed provided for in regulation in force and in this Indenture, the Issuer must comply with all obligations in connection with CVM Resolution No. 160, particularly those set forth in Article 89 thereof:

(a) prepare the financial statements of the Issuer at the end of the fiscal year and, if applicable, the consolidated statements, in conformity with Brazilian Corporate Law and the rules issued by the CVM;

(b) have its financial statements audited by an auditor registered with the CVM;

(c) disclose, on its page on the Internet and in the system provided by B3, up to the day prior to the beginning of trading, the financial statements, including the notes to these financial statements, and the Independent Auditor's report for the three (3) latest fiscal years ended accordingly;

(d) disclose, on its page on the Internet and in the system provided by B3, the subsequent financial statements, including the notes to these financial statements and the Independent Auditor's report, within three (3) months from the end of the fiscal year;

(e) comply with the provisions of CVM Resolution No. 44 in connection with the duty of confidentiality and restriction on trading;

(f) disclose, on its page on the Internet and in the system provided by B3, the occurrence of any material fact, as defined by Article 2 of CVM Resolution No. 44;

(g) provide the information requested by the CVM;

(h) disclose on its page on the Internet the annual report and other announcements forwarded by the Trustee on the same date of their receipt, also complying with the provision in sub item (d) above; and

(i) comply with the specific regulatory provisions issued by the CVM, if it is to call, to be held partially or fully online, a general Debenture Holders' meeting, commercial promissory notes, securitized real estate or agribusiness loans, which have been subject to a public Offering of debentures, in accordance with CVM Resolution No. 160.

IV. call, in accordance with Clause 10 below, a general Debenture Holders' meeting to resolve on any matters that directly or indirectly are of interest of the Debenture Holders, in the event the Trustee fails to do so;

V. comply with all provisions issued by the CVM, including those in connection with the forwarding of documentation;

VI. set up and keep the proper operation of a Debenture Holder service department to ensure efficient service to Debenture Holders, and the Issuer may, for such purpose, either use the structure and department used for stockholder service or engage a financial institution authorized to provide such service;

VII. comply with laws, regulations, administrative rules and provisions of government bodies, autonomous government agencies or courts applicable to the running of business, except for those challenged in good faith at the administrative and/or judicial levels or whose noncompliance may not cause a Significant Adverse Effect;

VIII. comply with and enforce any Significant Controlled Company and employees to comply with Anti-Corruption Legislation, as well **(a)** have internal policies and produces aimed at disclosing and fully complying with Anti-Corruption Legislation; **(b)** raise full awareness of the Anti-Corruption Legislation among their employees and management members; **(c)** refrain from carrying out corruption actions and actions that are harmful to the local or foreign public administration, in their own interest or benefit, whether exclusive or not; and **(d)** inform Debenture Holders, through the Trustee, whenever it becomes aware of any act or fact that breaches the Anti-Corruption Legislation;

IX. at all times, keep valid, enforceable, in perfect order and in full force all of the authorizations and licenses, including environmental ones, required for the proper performance of the Issuer's activities, except as it concerns licenses and/or approvals undergoing renewal and/or being challenged in good-faith by the Issuer at judicial or administrative levels;

X. at all times, keep valid, enforceable, in perfect order and in full force all authorizations required for the execution of this Indenture and for the compliance with all of the obligations hereunder;

XI. retain and keep retained, at its expense, during the life of the Debentures, the service providers inherent in the obligations set forth herein, including the Trustee, the Underwriter, the Settlement Bank, the Independent Auditor, the primary market Debentures distribution environment (MDA) and the secondary market Debentures trading environment (CETIP21);

XII. immediately publicize any decisions made by the Issuer in connection with its results from operations, commercial activities and any other facts deemed material in conformity with CVM regulations;

XIII. inform Debenture Holders and other proper authorities about the occurrence of any events or situations of which the Issuer becomes aware and that may give rise to a Significant Adverse Effect;

XIV. make, provided that it is so requested by the Trustee, within ten (10) Business Days from the respective request, payment of any expenses duly proven as incurred by the Trustee, as provided for in Clause 9.3 below item II, including legal fees and other expenses and costs proven incurred as a result of the collection of any amounts owed to the Debenture Holders hereunder;

XV. use the funds raised through this Issue strictly as stated in Clause 5 above;

XVI. refrain from carrying out any act in breach of its Bylaws and/or this Indenture, particularly those that may compromise the timely and full compliance with the obligations assumed before the Debenture Holders;

XVII. send to CVM's periodic and occasional information system the report prepared by the Trustee referred to in Clause 9.5 below item XVII, within four (4) months from the end of the corresponding fiscal year or on the same day of disclosure by the Trustee, whichever comes first;

XVIII. immediately inform the Trustee about the Issuer's calling any general Debenture Holders' meeting;

XIX. attend, through its representatives, the general Debenture Holders' meeting, whenever requested to do so;

XX. except for those payments challenged by the Issuer at the judicial or administrative levels or whose noncompliance may give rise to a Significant Adverse Effect, pay in time all tax-related obligations (municipal, state and federal);

XXI. within three (3) months of the Issue Date, engage and keep engaged company Moody's or Standard & Poor's or Fitch Ratings ("Risk Rating Agency"), during the life of the Debentures, to rate the risk associated with the Debentures, and also **(i)** keep the latter updated annually, even if the Risk Rating Agency is not the originally engaged one, but is always one of the three (3) Risk Rating Agencies, counted from the Issue Date of the risk rating report, expected to be no longer than March 13, 2024, to the Maturity Date, and a minimum rating is not required to be obtained or maintained; **(ii)** disclose and/or allow the Risk Rating Agency to widely disclose reports including summarized risk ratings; and **(iii)** deliver to the Trustee all risk rating reports prepared by the Risk Rating Agency within five (5) Business Days from the date of receipt by the Issuer, provided that, in the event the Risk Rating Agency ceases its activities in Brazil or otherwise is prevented from issuing a risk rating of the Debentures, the issuer must **(1)** engage another risk rating agency without the need to obtain approval from Debenture Holders, as it will be enough to give notice to the Trustee, provided that such risk rating agency is one of the Risk Rating Agencies; or **(2)** notify the Trustee and call a general Debenture Holders' meeting so that the latter decides on an alternate agency other than one of the Risk Rating Agencies;

XXII. forward to CVM and B3, on the date of publication of the first call for each general Debenture Holders' meeting, a copy of the respective call notice and the proposal to be submitted for appreciation of the Debenture Holders at such general Debenture Holders' meeting, except if it is not required by CVM at the time the meeting is held;

XXIII. forward to CVM and B3, on the date each general Debenture Holders' meeting is held, a summary of the resolutions taken and, within seven (7) Business Days from the date any general Debenture Holders' meeting is held, a copy of the corresponding minutes of the meeting.

XXIV. comply with the provision in legislation associated with the National Environmental Policy, the Resolutions of the National Environmental Council (CONAMA") and other environmental laws and regulations applicable to the Issuer, as well as in labor regulation, especially those related to occupational health and safety, adopting preventive or remedial measures and actions, aimed at preventing and correcting any environmental damage identified, arising from the activity described in its purpose ("Environmental and Social Legislation"), except for the cases where the Issuer is challenging in good faith the applicability of the legislation at the administrative and/or judicial levels and that, in any case, may not cause a Significant Adverse Effect;

XXV. comply with the provision in anti-prostitution and anti-child and/or compulsory labor legislation and regulation, as well as those associated with race and gender rights and the rights of indigenous people, especially, but not limited to, the right to indigenous areas, so declared by the proper authority ("Social Protection Law");

XXVI. if the Issuer is included in the Register of Employers of Compulsory Labor provided by the Joint Ministerial Ordinance No. 4 of May 11, 2016 (or any substitute) of the Ministry of Labor and Social Security and the Ministry of Women, Racial Equality, Young People and Human Rights, or any other official register that may replace it, the Issuer shall undertake to use its best efforts to obtain a decision to cancel, revert or suspend its inclusion in such register; and

XXVII. by itself, or by any of its officers or executives, not to be a Restricted Counterparty or incorporated in a Sanctioned Territory. For the purposes of this Indenture, (i) "Restricted Counterparty" means any person, organization or vessel (1) included in the Specially Designated Nationals and Blocked Persons List issued by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"), the Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions from the EU or any other similar list of target persons issued with any Sanctions (including those issued by the Federative Republic of Brazil), (2) that is, or is part of, a government of a Sanctioned Territory, or (3) owned or controlled by any of the Restricted Counterparties indicated in items (1) and (2) above; (ii) "Sanctioned Territory" means any country or other territory subject to a general

export, import, financial or investment embargo under Sanctions, which countries and territories, as of the date hereof, include Crimea (as defined and construed in the laws and regulations applicable to sanctions), Iran, North Korea and Syria; (iii) "Sanctions" means any economic or trade sanctions, laws, regulations, embargoes, asset freezing provisions, prohibitions or restrictive measures related to trading, doing business, investing, exporting, financing or making assets available (or any other similar or related to any other previously mentioned sanction) enacted, enforced, imposed or administered by OFAC, the U.S. State or Trade Departments, the UK HM Treasury, the European Union or the United Nations Security Council.

9. TRUSTEE

9.1 The Issuer hereby nominates and appoints the Trustee as Trustee for the Issue, as described in the Recitals of this Indenture, which the Trustee signs as such and hereby accepts said appointment, in the due form of law, in accordance with the law and the provisions herein, to represent the community of Debenture Holders, and represents that:

I. it is a financial institution duly organized, incorporated and existing as a corporation, under Brazilian law;

II. it is duly authorized and has secured all authorizations, including, as applicable, those of a legal, corporate and regulatory nature and those from third parties required to enter into this Indenture and to fulfill its obligations hereunder, having met all legal, corporate, regulatory and third-party requirements to this end;

III. the legal representative(s) of the Trustee who signs this Indenture holds, as applicable, corporate and/or delegated powers to accept, on behalf of the Trustee, the obligations hereunder and, where through power-of-attorneys, such powers have been legitimately granted, and the respective mandates are in full force;

IV. this Indenture and the obligations hereunder are the lawful, enforceable, binding and effective obligations of the Trustee, to be fulfilled according to the terms and conditions hereof;

V. the execution, terms and conditions of this Indenture, and the fulfillment of the obligations hereunder **(a)** are not in breach of the Trustee's bylaws; **(b)** are not in breach of any agreement or instrument to which the Trustee is a party and/or to which it may be subject through any of its assets; **(c)** are not in breach of any legal or regulatory provision to which the Trustee and/or any of its assets may be subject; and **(d)** are not in breach of any administrative, court or arbitration order, ruling or judgment that may affect the Trustee and/or any of its assets;

VI. it accepts the position to which it has been appointed, and fully accepts the duties and responsibilities provided for in the applicable law and this Indenture;

VII. it is fully aware of and fully accepts this Indenture and all of its terms and conditions;

VIII. it has verified the truthfulness and consistency of the information contained in this Indenture;

IX. it is aware of the applicable regulations issued by the Central Bank of Brazil and CVM;

X. under the penalties of the law, it is not legally prevented from carrying out the duties assigned herein, in accordance with Article 66, paragraph 3, of Brazilian Corporate Law, CVM Resolution No. 17, and other applicable laws and regulations;

XI. it is not in any of the conflict of interest situations provided for in Article 6 of CVM Resolution No. 17;

XII. on the date this Indenture is executed, according to the organization chart provided by the Issuer, the Trustee has identified the issues listed in **ATTACHMENT I** hereto of public or private securities, issued by the Issuer, affiliate, Controlled Company, Controlling Company or company that is a member of the Issuer's group in which it acts as a Trustee, note agent or guarantee e agent, in accordance with CVM Resolution No. 17;

XIII. it has verified the truthfulness of the information contained in this Indenture;

XIV. it accepts the duty of monitoring any early maturity events described in Clause 7.27 hereto;

XV. this Indenture comprises the lawful, enforceable, effective and binding obligations of the Trustee, to be fulfilled according to the terms and conditions hereof, as an enforceable out-of-court instrument in accordance with Article 784, items I and III of the Brazilian Code of Civil Procedure; and

XVI. it shall ensure equitable treatment for all Debenture Holders and all holders of securities to which it will act as Trustee, note agent or collateral agent, in compliance with the specific guarantees, obligations and rights assigned to the respective holders of securities of each issue or series.

9.2 The Trustee will carry out its duties starting from the date this Indenture is signed or the date of any amendment hereto concerning its replacement, and will continue to perform such duties until all of the obligations hereunder are entirely fulfilled, or until it is replaced.

9.3 In the event of impediment, resignation, removal, intervention judicial or extrajudicial liquidation, bankruptcy or any other situation that leaves the position of Trustee vacant, the following will apply:

I. Debenture Holders may replace the Trustee and nominate its substitute at any time after the closing of the Offering, in a general Debenture Holders' meeting specifically called for this purpose;

II. if the Trustee is not able to continue to perform its duties due to any events subsequent to this Indenture, it will immediately give notice of this fact to the Issuer and Debenture Holders, by calling a general Debenture Holders' meeting and requesting its replacement;

III. if the Trustee waives its duties, it will continue to perform them until a substitute institution is nominated by the Issuer, approved by the general Debenture Holders' meeting, and effectively assumes the duties accordingly;

IV. a general Debenture Holders' meeting will be held within thirty (30) days from the causing event to select a new trustee, and such meeting will be called by the outgoing Trustee itself or by Debenture Holders representing at least ten percent (10%) of Outstanding Debentures. If this is not carried out within fifteen (15) days prior to the end of the period set forth in this item, the Issuer will do so; in exceptional cases, the CVM may call a general Debenture Holders' meeting for choosing a new trustee or appoint a temporary substitute;

V. the replacement of the Trustee will be reported to CVM within seven (7) Business Days from the date an amendment hereto is recorded and filed as provided for in Clause 3.1 above, item II, along with the statement and other information required in Article 5, head provision and paragraph 1, of CVM Resolution No. 17;

VI. payments to the replaced Trustee will be made proportionally to the period of the effective service provision;

VII. the substitute Trustee will be entitled to the same remuneration as received by its predecessor, in the event **(a)** the Issuer has not agreed with the fees for the new Trustee as proposed by the general Debenture Holders' meeting referred to in foregoing item IV; or **(b)** the general Debenture Holders' meeting to which foregoing item IV refers fails to resolve on the matter;

VIII. the substitute Trustee shall, immediately after its appointment, give notice of such appointment to the Issuer and Debenture Holders as provided for in Clauses 7.28 above and 13 below; and

IX. the rules and provisions issued by CVM will apply to Trustee replacement cases.

9.4 For the performance of its duties and responsibilities in accordance with the law and this Indenture, the Trustee, or the institution that may replace it as such:

I. shall receive:

(a) the amount of nine thousand Brazilian reais (R\$9,000.00) per year, owed by the Issuer, with the first installment of such fees being due on the fifth (5th) day from the day this Indenture is signed, and all others on the same date of the subsequent years, until the Debentures mature, or for as long as the Trustee represents the interests of the Debenture Holders;

(b) additional fees, in the event of non-payment of the Debentures or restructuring of the Debentures' conditions after their issue, or attendance at meetings or conference calls, before or after the Issue, as well as for meeting extraordinary requests, will be owed to the Trustee in the amount of five hundred Brazilian reais (R\$500.00) per man/hour of work devoted to such cases, as well as to **(i)** comments on Issue documents during its structuring phase, if the transaction is not ultimately completed; **(ii)** enforcement of guarantees, if any; **(iii)** attendance at formal in-person or online meetings with the Issuer and/or Debenture Holders; and **(iv)** implementation of any decisions made at such events, to be paid five (5) days from proof of delivery, by the Trustee to the Issuer, of a "timesheet report"; Debentures restructuring will be construed as any events associated with changes to **(1)** guarantees, if any; **(2)** payment terms; and **(3)** early maturity-related conditions; events associated with the repayment of Debentures will not be deemed as Debenture-restructuring events;

(c) additional fees in the event of execution of any amendments to this Indenture and of out-of-office hours, in the amount of five hundred Brazilian reais (R\$500.00) per man/hour of work devoted to such services;

(d) these fees will be adjusted annually, from the first installment payment date, according to variation of IPCA or any index that may replace it, calculated on a *pro rata temporis* basis, if required;

(e) taxes on such fees will be levied on the above-mentioned installments on each payment date;

(f) owed until the maturity, redemption or cancellation of the Debentures even after their maturity, redemption or cancellation in the event that the Trustee works to collect any default associated with the Debentures that the Issuer fails to remedy, in which cases the fees owed to the Trustee will be calculated proportionally to the months the Trustee has provided services, based on the amount stated in foregoing sub item (a), adjusted as in foregoing sub item (d);

(g) amount accrued, in the event of late payment, regardless of notice or in- or out-of-court notification or claim, on amounts in arrears, of **(i)** late-payment interest of one percent (1%) per month, calculated on a *pro rata temporis* basis from the date of default until the effective payment date; **(ii)** irrevocable, non-compensatory late-payment fine of two percent (2%); and **(iii)** monetary adjustment according to IPCA, calculated on a *pro*

rata temporis basis from the date of default until the effective payment date; and

(h) paid through bank payment slip issued by the Trustee or deposit into the checking account to be named in writing by the Trustee to the Issuer, and the deposit slip will serve as proof of payment.

II. to be reimbursed by the Issuer for all expenses provenly incurred with travel, accommodation, transportation and publications required to perform as Trustee for the Issue, during or after implementation of the service, to be covered by the Issuer after prior approval. In addition, the Issuer will reimburse any expenses incurred on experts, such as audits of any guarantees provided in connection with the Debentures and legal advice to the Trustee in the event of non-payment of the Debentures. Any expenses, deposits, legal costs, loss of suit, as well as indemnification arising from lawsuits filed against the Trustee as a result of its performance hereunder or its actions in defense of the transaction's structure will be borne by the Debenture Holders. Such expenses include legal fees for the defense of the Trustee and will be similarly advanced by the Debenture Holders and refunded by the Issuer;

III. if the Company falls into default on any of its obligations hereunder, including payment of the expenses mentioned in items I and II above, all of the expenses that the Trustee may incur to protect the interests of Debenture Holders will be previously approved and advanced by Debenture Holders, and subsequently refunded by the Issuer. Such expenses include attorney's fees, including those for third parties, deposits, indemnification, legal fees and costs associated with lawsuits filed by the Trustee, as long as it concerned remedying the default as a Debenture Holders' representative. Any expenses, deposits and legal costs arising from loss of suit will be likewise borne by the Debenture Holders, as will the fees and reimbursable expenses of the Trustee, if the Issuer remains in default on payment thereof for a period in excess of ten (10) calendar days;

IV. amounts already received by the Trustee for services rendered will not be returned, except if they have been incorrectly paid; and

V. the Trustee's credit for expenses incurred in defense of the rights and interests of Debenture Holders that has not been settled as provided for in item III above will be added to the Issuer's debt, and will have preference over it in the payments Schedule.

9.4.1 Any additional obligations assigned to the Trustee or changes to the Issue's ordinary characteristics will enable the Trustee to revise the fees provided for in this Clause.

9.5 In addition to the other obligations provided for in the law, CVM regulations and this Indenture, the Trustee's duties and responsibilities shall be to:

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- I. perform its activities in good faith, with transparency and loyalty to Debenture Holders;
- II. protect the rights and interests of Debenture Holders by exercising, in performing its duties, the care and diligence as any active and righteous person usually does in the administration of its own assets;
- III. resign from the position in the event a conflict of interest arises or due to any other type of ineptitude, and immediately call a general Debenture Holders' meeting in accordance with Article 7 of CVM Resolution No. 17 to resolve on its replacement;
- IV. keep all documentation associated to its exercising duties in good order;
- V. verify, upon accepting the appointment, the truthfulness and consistency of the other information contained in this Indenture, acting to remedy any omissions, failures or defects of which it may be aware;
- VI. act before the Issuer so that this Indenture and amendments hereto are filed, registered and/or amended, as applicable, as provided for in Clause 3.1 above, adopting, in the case of omission on the part of the Issuer, any measures provided for in the law;
- VII. monitor the Issuer's periodic disclosure of information and warn Debenture Holders, in the annual report mentioned in item XVII below, of any inconsistencies or omissions of which it may become aware;
- VIII. express an opinion on the sufficiency of the information provided in any proposals to change the Debentures' conditions;
- IX. request, as deemed required and for the proper performance of its duties, any updated statements on the Issuer, from civil courts, tax courts, protest notaries, labor courts, and the Office of the General Counsel to the National Treasury, where the Issuer's headquarters lie;
- X. request, when deemed required, the performance of an external audit of the Issuer;
- XI. call, when required, a general Debenture Holders' meeting as provided for in Clause 10.3 below;
- XII. attend general Debenture Holders' meetings to provide information that may be requested from it;

XIII. keep the list of Debenture Holders and respective addresses updated, including requesting information from the Issuer, Underwriter, Settlement Bank and B3. For the purposes of this item, the Issuer and Debenture Holders, as soon as they underwrite or acquire the Debentures, expressly hereby authorize the Underwriter, Settlement Bank and B3 to comply with any requests placed by the Trustee, including those associated with the disclosure, at any time, of the Debentures' position and corresponding Debenture Holders;

XIV. coordinate the drawing of lots of any Debentures to be redeemed as provided hereunder, where applicable;

XV. monitor the compliance with the clauses hereunder, in particular those containing positive and negative covenants;

XVI. notify the Debenture Holders of any Issuer's failure to meet the financial obligations hereunder, including obligations associated with contractual clauses aimed at protecting the interests of Debenture Holders and those that set forth conditions that must not be breached by the Issuer, stating the consequences to Debenture Holders and the measures it plans to take in connection with the matter, within seven (7) Business Days from the date on which the Trustee becomes aware of such a breach;

XVII. publish on its page on the internet, within four (4) months from the end of the Issuer's fiscal year, and send to the Issuer for disclosure as provided in the specifically applicable regulation, an annual report intended for Debenture Holders, in accordance with Article 68, paragraph 1, sub item (b) of Brazilian Corporate Law, describing any material facts occurred in connection with the Debentures in the fiscal year, according to the minimum contents provided for in Article 15 of CVM Resolution No. 17;

XVIII. keep the annual report mentioned in item XVII above available for public consultation on its page on the internet for a period of three (3) years;

XIX. keep available on its page on the internet an updated list of issues for which it serves as a trustee, notes agent or collateral agent;

XX. disclose on its page on the internet the information listed in Article 16 of CVM Resolution No. 17 and keep it available for public consultation on its page on the internet for a period of three (3) years; and

XXI. disclose the unit balance of the Debentures, as calculated by the Issuer to the Debenture Holders and other market participants, on each Business Day, on its page on the internet and/or customer service center.

9.6 In the case the Issuer fails to meet any of its obligations hereunder, the Trustee shall make use of any and all measures provided for in the law or in this Indenture to protect the rights or defend the interests of the Debenture Holders, in accordance with Article 68, paragraph 3, of Brazilian Corporate Law, and Article 12 of CVM Resolution No. 17, including:

- I. declare, in light of the conditions hereunder, the early maturity of the obligations arising from the Debentures, and collect any principal and accessory amounts;
- II. file for bankruptcy of the Issuer in the case of lack of collateral;
- III. take any other necessary measures for Debenture Holders to receive their credits; and
- IV. represent the Debenture Holders in proceedings for the bankruptcy, insolvency (as applicable), judicial reorganization, out-of-court reorganization or, if applicable, the intervention or extrajudicial liquidation of the Issuer.

9.6.1 Given the provisions in Clause 7.27 above (and sub clauses), Trustee shall only be exempt from the responsibility for failing to take the measures covered in Clause 9.6 above, if, after the general Debenture Holders' meeting is called, such exemption is authorized by the resolution of the majority of Outstanding Debentures.

9.7 The Trustee shall not be bound to check the truth of any documents or records it deems genuine that have been forwarded to it by the Issuer or third parties at its request as input for decision-making, nor shall it be held liable for the preparation of such documents, which will remain the Issuer's legal and regulatory duty in accordance with applicable legislation.

9.8 The actions to be taken by Trustee are limited to the scope of CVM Resolution No. 17, the applicable articles of Brazilian Corporate Law and of this Indenture, and the Trustee is thereby exempt, under any form or pretext, from any additional responsibility not arising from the legal and regulatory provisions applicable to this Indenture.

9.9 Any acts or statements of intent made by the Trustee that may create any responsibility to Debenture Holders, and/or hold third parties harmless from obligations towards the former, as well as those related to the proper fulfillment of the obligations undertaken herein, shall only be valid when previously so resolved by Debenture Holders at a general meeting.

10 GENERAL DEBENTURE HOLDERS' MEETING

10.1 Debenture Holders may, at any time, gather at a general meeting, in accordance with Article 71 of Brazilian Corporate Law, to resolve upon matters relevant to the community of Debenture Holders, who must gather at a general Debenture Holders' meeting, in accordance with the provisions of Article 71 of Brazilian Corporation Law.

10.1.2 The procedures provided for in this Clause 10 shall be applicable to general Debenture Holders' meetings and the quorums provided for herein must be calculated taking into consideration the total number of Debentures.

10.2 General Debenture Holders' meetings may be called by the Trustee, the Issuer, Debenture Holders representing at least ten (10) percent of Outstanding Debentures, or by the CVM.

10.3 General Debenture Holders' meetings shall be called through a call notice published at least three (3) times as provided for in Clause 7.28 above, subject to other rules associated with the publication of general meetings' call notices in accordance with Brazilian Corporate Law, applicable regulations and this Indenture. Call will be waived in the case the totality of Debenture Holders is in attendance.

10.4 General Debenture Holders' meetings may be partially or fully held digitally, through remote attendance and distance voting ballots. Call notices must contain information about how to send instructions on voting, attendance and distance voting ballots, as applicable, subject to the provisions of CVM Resolution No. 81.

10.5 General Debenture Holders' meetings shall be opened on first call, with the attendance of holders of at least one-half of Outstanding Debentures, and on second call, with any number of holders.

10.6 The chairperson of the general Debenture Holders' meetings shall be the Debenture Holder elected by the community of Debenture Holders or one appointed by the CVM.

10.7 In general Debenture Holders' meeting resolutions, each Outstanding Debenture shall be entitled to one vote, with attorneys-in-fact allowed voting even if they are not Debenture Holders. Except for the provisions of Clause 10.7.1 below, all resolutions to be adopted at a general Debenture Holders' meeting shall depend on the approval of Debenture Holders representing at least **(i)** two-thirds (2/3) of Outstanding Debentures on first call; and **(ii)** fifty percent (50%) plus one of Outstanding Debentures on second call.

10.7.1 The quorum mentioned in Clause 10.7 above do not include:

I. quorums explicitly provided for in other Clauses hereunder; and

II. subject to the provision of Clause 10.1.1. above when applicable, any amendments, which shall require the approval of Debenture Holders representing at least seventy-five percent (75%) of Outstanding Debentures, regarding **(a)** the provisions of this Clause 10.7.1; **(b)** any of the quorums provided hereunder; **(c)** the Interest Payment, except as provided for in Clause 7.15.2 above; **(d)** any payment dates of any amounts hereunder; **(e)** the period of duration of the Debentures; **(f)** the type of Debentures; **(g)** the creation of a renegotiation event; **(h)** any provisions associated with the optional early redemption; **(i)** any provisions associated with early repayments; **(j)** any provisions associated with the Early Redemption Offering; or **(k)** the wording of any Event of Default.

10.7.2 The waiver or temporary relief of an Event of Default shall be approved in accordance with the provisions of Clause 10.7 above and be decided at a joint General Meeting in accordance with aforementioned Clause 10.1, item I accordingly.

10.8 Resolutions made by Debenture Holders, within the scope of their legal competence, subject to the quorums hereunder, shall be valid and enforceable before the Issuer and be binding upon all Debenture Holders, regardless of their attendance or vote in the respective general Debenture Holders' meeting.

10.9 It is hereby agreed that this Indenture may be amended without the need of approval from Debenture Holders, as long as this incurs no additional cost or expense to the Debenture Holders and only where such an amendment arises from **(i)** the need to comply with requirements for alignment with legal or regulatory standards or demands from CVM, ANBIMA and/or B3; **(ii)** the correction of a typographical error; or **(iii)** any amendments to the Indenture already permitted hereunder; or **(iv)** the update on parties' personal information, such as changes to corporate names, addresses, and telephone numbers.

10.10 Trustee shall attend the general Debenture Holders' meetings and provide Debenture Holders with the information requested from the former.

10.11 The provisions of Brazilian Corporate Law on general stockholders' meetings shall likewise apply, where appropriate, to general Debenture Holders' meetings.

11 ISSUER'S REPRESENTATIONS

11.1 On the Issue Date, the Issuer hereby represents that:

- I. it is a duly organized, incorporated and existing corporation according to the Brazilian laws, and registered as a securities issuer before the CVM;
- II. its registration as a securities issuer is in good standing before the CVM;
- III. it is duly authorized and has secured all authorizations, including, as applicable, those of a legal, corporate and regulatory nature and those from third parties required to enter into this Indenture and to fulfill its obligations hereunder, to carry out the Issue and the Offering, having met all legal, corporate, regulatory and third-party requirements to this end;
- IV. the Issuer's legal representatives who sign this Indenture have corporate and/or delegate powers to, on behalf of the Issuer, accept the obligations hereunder and, where through power-of-attorneys, such powers have been legitimately granted and respective mandates are in full force;
- V. this Indenture and the obligations hereunder comprise the lawful, enforceable, binding and effective obligations of the Issuer, to be fulfilled according to the terms and conditions hereof, as an enforceable out-of-court instrument in accordance with Article 784, items I and III, of the Brazilian Code of Civil Procedure;
- VI. the execution, terms and conditions of this Indenture, and the fulfillment of the obligations hereunder, as well as the performance of the Issue and the Offering **(a)** are not in breach of the Issuer's bylaws; **(b)** are not in breach of any legal provision, agreement or instrument to which the Issuer is a party; **(c)** are not in breach of any administrative, court or arbitration order, decision or judgment involving the Issuer, of which it is aware; and **(d)** shall not result in **(i)** the early maturity of any obligation set forth in any contract or instrument to which the Issuer is a party; **(ii)** any lien or encumbrance on any asset or property of the Issuer; or **(iii)** the termination of any such contracts or instruments;

VII. it is not in default on the obligations hereunder and no Event of Default has occurred or exists as of this date;

VIII. the documents and information provided in connection with the Offering are true, consistent, accurate, current and sufficient, and are updated up to the date on which they have been provided, as well as include the relevant documents and information for making informed decisions in connection with the Offering;

IX. the Issuer's Consolidated Financial Statements for the fiscal years ended December 31, 2020, 2021 and 2022 and for the nine-month period ended September 30, 2023 present fairly the Issuer's consolidated financial position as of these dates and periods, and have been duly prepared in accordance with Brazilian Corporate Law and the rules issued by the CVM;

X. except for any laws, regulations, administrative standards and decisions being challenged in good faith at the administrative and/or judicial levels or whose noncompliance does not ensue a Significant Adverse Effect, the Issuer is in compliance with the laws, regulations, administrative standards and decisions of government bodies, government agencies or courts applicable to the running of its business;

XI. except for any obligations being challenged in good faith at the administrative and/or judicial levels or whose noncompliance does not ensue a Significant Adverse Effect, the Issuer has paid all tax (municipal, state and federal), labor, social security, environmental and any other obligations imposed by law;

XII. it complies with and causes its Significant Controlled Companies and respective employees to comply with Anti-Corruption Legislation, as it **(a)** has internal policies and procedures intended for the disclosure of and full compliance with Anti-Corruption Legislation; **(b)** raises full awareness among its employees and management members of Anti-Corruption Legislation; **(c)** abstains from carrying out corruption acts and acting in a manner harmful to the public administration, both domestic and foreign, in its interests or for its own benefit, whether or not exclusive; and **(d)** will notify Debenture Holders and the Trustee (by means of a published announcement as provided for in Clause 7.28 above or an individual notice sent to all Debenture Holders with copies to the Trustee) should it become aware of any action or fact in breach of the Anti-Corruption Legislation;

XIII. there is no **(a)** breach of any significant contractual or legal provision;

XIV. **(b)** any judicial, administrative or arbitration order of which the Issuer has been formally notified; or **(c)** any judicial, administrative or arbitration proceeding, inquiry or any other type of government inquiry that, in any of the cases provided for in this item, **(i)** may ensue a Significant Adverse Effect; or **(ii)** is aimed to annul, amend, invalidate, challenge or in any way affect this Indenture;

XV. no registration, consent, authorization, approval, license or accreditation from or before any court, government body or agency or regulatory body is required for the execution and fulfillment of the obligations hereunder and for the performance of the Issue and the Offering, except for the provision as set forth in Clause 3 above;

XVI. it is not aware of any judicial, administrative or arbitration proceeding, inquiry or another type of government inquiry, other than those mentioned in its Reference Form, that may ensue a Significant Adverse Effect;

XVII. it will comply with all obligations hereunder;

XVIII. it is fully aware of and in full agreement with the manner of disclosure and calculation of the DI Rate and that the manner of calculation of the Interest Payment has been freely agreed by the Issuer, in conformity with the principle of good faith;

XIX. it complies with the Social Protection Law; and

XX. it complies with all laws, regulations, administrative standards and decisions by government bodies, autonomous government agencies or courts, applicable to the running of its business, except for those whose non-compliance by the Issuer cannot result in a Significant Adverse Effect.

11.2 The Issuer is hereby irrevocably and irreversibly obliged to compensate Debenture Holders and the Trustee for any and all losses, damage, losses, costs and/or expenses (including legal costs and legal fees) provenly incurred by Debenture Holders and/or the Trustee as a result of any false and/or inaccurate representations made as provided for in Clause 11.1 above.

11.3 Without prejudice to the provisions in Clause 11.2 above, the Issuer must notify Debenture Holders and the Trustee within three (3) Business Days from the date it becomes aware (by means of a published announcement as provided for in Clause 7.28 above or an individual notice sent to all Debenture Holders, with copies to the Trustee) in the case any of the representations made as provided for in Clause 11 above turns out to be false and/or inaccurate on any of the date it has been provided.

12 EXPENSES

12.1 All costs incurred with the Issue and the Offering and the structuring, issue, registration, deposit and performance of the Debentures shall be borne by the Issuer, including any publications, filings, registrations, deposits, engagement of the Trustee, the Underwriter, the Settlement Bank, the Independent Auditor, the Risk Rating Agency and all other service providers, as well as any other costs associated with the Debentures.

13 COMMUNICATIONS

13.1 All communications under this Indenture shall be made in writing, to the addresses listed below, and shall be deemed received when delivered against the recipient's signature or "notice of receipt" issued by *Empresa Brasileira de Correios e Telégrafos* (Brazilian post service company). Communications via email shall be deemed received on the date they were sent, provided that receipt is confirmed by indication (receipt issued by the sender's machine), and the respective original must be sent within ten (10) Business Days from the date the respective communication was sent. Parties whose addresses below change must notify the other Parties to this effect.

To the Issuer:

ITAÚSA S.A.

Avenida Paulista, 1938, 18° andar

CEP 01310-200, São Paulo/SP

For the attention of Priscila Grecco Toledo

Phone number: +55 11 3543-4343

Email: priscila.grecco@itausea.com.br; caixa@itausea.com.br

To the Trustee:

OLIVEIRA TRUST DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.

Rua Joaquim Floriano, nº 1.052, 13º andar

CEP 04534-004, São Paulo/SP

For the attention of Antonio Amaro / Maria Carolina Abrantes Lodi de Oliveira

Phone number: +55 21 3514-0000

Email: af.controles@oliveiratrust.com.br

14 MISCELLANEOUS

14.1 The obligations assumed hereunder are irrevocable and irreversible and shall bind the Parties hereto and their successors, on any ground, to their full compliance.

14.2 Any amendments to this Indenture shall only be deemed valid if formalized in writing, in a proper instrument signed by all Parties hereto.

14.3 The full or partial unenforceability or nullity of any of the Clauses hereunder shall not affect the remaining Clauses, which shall remain valid and enforceable until the Parties have fulfilled all their obligations hereunder.

14.4 Any waiver, partial exercise or compromise between the Parties shall be deemed a mere generosity and shall not imply the waiver or loss of any right, faculty, privilege, prerogative or powers granted (mandate included), nor shall it imply any novation, amendment, compromise, remission, modification or reduction of the rights and obligations hereunder.

14.5 The Parties hereto recognize this Indenture and the Debentures to be instruments enforceable out of court in accordance with Article 784, items I and III of the Brazilian Code of Civil Procedure.

14.6 For the purposes of this Indenture, the Parties may, at their exclusive discretion, demand the specific performance of the obligations hereunder, in accordance with Articles 497 and subsequent, 538, 806 and subsequent of the Brazilian Code of Civil Procedure, without prejudice to the right to declare the early maturity of the obligations arising from the Debentures, as provided for in this Indenture.

15 GOVERNING LAW

15.1 This Indenture shall be governed by the laws of the Federative Republic of Brazil.

16 VENUE

16.1 It is hereby appointed the venue of the Judicial District of the City of São Paulo, State of São Paulo, with the exclusion of all others, however privileged they may be, to settle any controversies that may arise from this Indenture.

IN WITNESS WHEREOF, the Parties hereby have executed this Indenture digitally, which shall be binding upon the Parties hereto and their successors, together with the two (2) undersigned witnesses identified below.

São Paulo, November 30, 2023.

(Signatures are on the next page)
(Remainder of the page intentionally left blank)

INDENTURE OF THE SIXTH ISSUE OF DEBENTURES OF ITAÚSA S.A.

(Signature Page 01/03 of the "Private Instrument of Indenture for the Sixth (6th) Public Issue of Simple Unsecured Non-Convertible Debentures, in a Single Series, for Public Distribution, Under the Automatic Registration Procedure, of Itaúsa S.A.")

ITAÚSA S.A.

Name: Ricardo Egydio Setubal -
CPF/MF: 033.033.
Position: Executive Director Vice President

Name: Frederico de Souza Queiroz Pascowitch -
CPF/MF: 310.154.298-74
Position: Managing Officer

INDENTURE OF THE SIXTH ISSUE OF DEBENTURES OF ITAÚSA S.A.

(Signature Page 02/03 of the "Private Instrument of Indenture for the Sixth (6th) Public Issue of Simple Unsecured Non-Convertible Debentures, in a Single Series, for Public Distribution, Under the Automatic Registration Procedure, of Itaúsa S.A.")

OLIVEIRA TRUST DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.

Name: Rafael Casemiro Pinto
CPF/MF: 112.901.697-80
Position: Attorney-in-Fact

Name: Bianca Galdino Batistela
CPF/MF: 090.766.477-63
Position: Attorney-in-Fact

INDENTURE OF THE SIXTH ISSUE OF DEBENTURES OF ITAÚSA S.A.

(Signature Page 03/03 of the "Private Instrument of Indenture for the Sixth (6th) Public Issue of Simple Unsecured Non-Convertible Debentures, in a Single Series, for Public Distribution, Under the Automatic Registration Procedure, of Itaúsa S.A.")

WITNESSES

Name: Mirna Justino Mazzali
CPF/MF: 088.524.148-78

Name: Luiz Carlos Viana Girão Júnior
CPF/MF: 111.768.157-25

ATTACHMENT I

ISSUES CARRIED OUT BY THE ISSUER, ASSOCIATES, CONTROLLED COMPANIES, CONTROLLING COMPANIES OR COMPANIES THAT ARE PART OF THE SAME GROUP, IN WHICH THE TRUSTEE ACTS AS A TRUSTEE, NOTE AGENT OR COLLATERAL AGENT

Issuer: AEGEA SANEAMENTO E PARTICIPACOES S.A.	
Asset: Debenture	
Series: 1	Issue: 9th
Amount at the Issue Date: R\$800,000,000.00	Number of assets: 800000
Maturity Date: October 4, 2028	
Interest Rate: 100% of CDI + 1.9% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: AEGEA SANEAMENTO E PARTICIPACOES S.A.	
Asset: Debenture	
Series: 1	Issue: 10th
Amount at the Issue Date: R\$2,780,000,000.00	Number of assets: 2780000
Maturity Date: May15, 2029	
Interest Rate: Fixed + 16.762% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: AEGEA SANEAMENTO E PARTICIPACOES S.A.	
Asset: Debenture	
Series: 1	Issue: 18th
Amount at the Issue Date: R\$2,685,650,000.00	Number of assets: 2685650
Maturity Date: January 15, 2031	
Interest Rate: Fixed + 16.3433% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: AGUAS DO RIO 4 SPE S.A	
Asset: Debenture	
Series: 1	Issue: 2nd
Amount at the Issue Date: R\$980,744,940.00	Number of assets: 98074494
Maturity Date: January 15, 2034	
Interest Rate: IPCA + 6.9% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: (I) Surety, (II) Bank guaranty, (III) Fiduciary assignment of escrow account, (IV) Fiduciary Assignment of Subordinated Credits – New Stockholder, (V) Fiduciary Assignment Agreement of Subordinated Credits – Issuer, (VI) Fiduciary assignment of credit rights of the disbursement account, (VII) Trust receipt on shares – New Stockholder, and (VIII) Fiduciary Assignment of Shares in Águas do Rio 4 SPE S.A.	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: AGUAS DO RIO 4 SPE S.A.	
Asset: Debenture	
Series: 1	Issue: 3rd
Amount at the Issue Date: R\$1,270,000,000,000.00	Number of assets: 1270000
Maturity Date: October 1, 2025	
Interest Rate: IPCA + 6.71% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
<p>Guarantees: (i) Trust receipt on shares of the Issuer, as added in the "Private Instrument of Trust receipt on Shares under Suspensive Condition and Other Covenants", originally signed on July 28, 2023, between the New Stockholder, as seller, the Senior Creditors of the Issuer (as defined below), the Issuer's Guarantor Banks (as defined below) and TMF Brasil Administração e Gestão de Ativos Ltda; (ii) Trust receipt on Shares of New Stockholder by AEGEA, Colibri Verde Fundo de Investimento em Participações em Infraestrutura, Angelo Investment Private Limited and Itaúsa S.A. (iii) Fiduciary assignment of credit rights by the Issuer, (iv) Fiduciary assignment of escrow account by the Issuer, derived or arising from the ownership of the escrow account to be opened to receive the funds from the payment of Debentures, (v) Fiduciary assignment of escrow account - New Stockholder against the Depository Bank in connection with the ownership of certain escrow accounts, (vi) Fiduciary assignment of credit rights arising from subordinated loans to be entered into with the Issuer in accordance with the terms to be set out in an amendment to the "Capital Contribution Agreement under Suspensive Condition and Other Covenants" originally entered into on July 28, 2023 by the New Stockholder and AEGEA, (vii) Fiduciary assignment of credit rights by AEGEA, arising from subordinated loans to be entered into with the New Stockholder, in accordance with the Capital Contribution Agreement, and (viii) Bank guaranty in favor of the Debenture Holders.</p>	

Issuer: AGUAS DO RIO 4 SPE S.A	
Asset: Debenture	
Series: 2	Issue: 2nd
Amount at the Issue Date: R\$1,070,165,060.00	Number of assets: 107016506
Maturity Date: January 15, 2042	
Interest Rate: IPCA + 7.2% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
<p>Guarantees: (I) Surety, (II) Bank guaranty, (III) Fiduciary assignment of escrow account, (IV) Fiduciary assignment of subordinated credits – New Stockholder, (V) Fiduciary Assignment Agreement for Subordinated Credits – Issuer, (VI) Fiduciary assignment of credit rights of the disbursement account, (VII) Trust receipt on shares – New Stockholder, and (VIII) Fiduciary assignment of shares of Águas do Rio 4 SPE S.A.</p>	

Issuer: AMBIENTAL MS PANTANAL SPE S.A.	
Asset: Debenture	
Series: 1	Issue: 1st
Amount at the Issue Date: R\$150,000,000.00	Number of assets: 150000
Maturity Date: June 9, 2024	
Interest Rate: 100% of CDI + 2.9% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Guarantees: Surety: AEGEA SANEAMENTO E PARTICIPAÇÕES S.A. as guarantor

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: CONCESSIONÁRIA DAS LINHAS 8 E 9 DO SISTEMA DE TRENS METROPOLITANOS DE SAO PAULO S.A.	
Asset: Debenture	
Series: 1	Issue: 3rd
Amount at the Issue Date: R\$2,500,000,000.00	Number of assets: 2500000
Maturity Date: October 15, 2048	
Interest Rate: IPCA + 6.43% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: (i) Surety: CCR S.A. and RUASINVEST PARTICIPAÇÕES S.A. as guarantors	

Issuer: CONCESSIONARIA DO BLOCO CENTRAL S.A.	
Asset: Debenture	
Series: 1	Issue: 3rd
Amount at the Issue Date: R\$800,000,000.00	Number of assets: 800000
Maturity Date: October 15, 2047	
Interest Rate: IPCA + 6.96% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: Surety pledged by CCR S.A	

Issuer: CONCESSIONARIA DO BLOCO SUL S.A.	
Asset: Debenture	
Series: 1	Issue: 3rd
Amount at the Issue Date: R\$2,500,000,000.00	Number of assets: 2500000
Maturity Date: October 15, 2047	
Interest Rate: IPCA + 6.99% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: Surety pledged by CCR S.A.	

Issuer: CONCESSIONARIA DO BLOCO SUL S.A.	
Asset: Debenture	
Series: 2	Issue: 3rd
Amount at the Issue Date: R\$700,000,000.00	Number of assets: 700000
Maturity Date: October 15, 2047	
Interest Rate:	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: Surety pledged by CCR S.A.	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: DEXCO S.A	
Asset: Commercial Notes	
Series: 1	Issue: 1st
Amount at the Issue Date: R\$300,000,000.00	Number of assets: 300000
Maturity Date: March 30, 2028	
Interest Rate: 100% of CDI + 1.7055% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 6th
Amount at the Issue Date: R\$2,400,000,000.00	Number of assets: 2400000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 5th
Amount at the Issue Date: R\$350,000,000.00	Number of assets: 3500000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 6th
Amount at the Issue Date: R\$15,000,000,000.00	Number of assets: 1500000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 7th
Amount at the Issue Date: R\$10,000,000,000.00	Number of assets: 1000000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 8th
Amount at the Issue Date: R\$10,000,000,000.00	Number of assets: 1000000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 5th
Amount at the Issue Date: R\$1,200,000,000.00	Number of assets: 1200000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 5th
Amount at the Issue Date: R\$100,000,000.00	Number of assets: 1000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 4th
Amount at the Issue Date: R\$6,505,000,000.00	Number of assets: 65050
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 6th
Amount at the Issue Date: R\$900,000,000.00	Number of assets: 1800000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 8th
Amount at the Issue Date: R\$500,000,000.00	Number of assets: 500000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 9th
Amount at the Issue Date: R\$2,000,000,000.00	Number of assets: 200000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 4th
Amount at the Issue Date: R\$200,000,000.00	Number of assets: 200000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 7th
Amount at the Issue Date: R\$2,000,000,000.00	Number of assets: 2400000
Maturity Date: March 1, 2035	
Interest Rate:	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 2	Issue: 4th
Amount at the Issue Date: 19,505,000,000.00	Number of assets: 195050
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 2	Issue: 5th
Amount at the Issue Date: R\$200,000,000.00	Number of assets: 2000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 2	Issue: 8th
Amount at the Issue Date: R\$1,500,000,000.00	Number of assets: 15000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 2	Issue: 9th
Amount at the Issue Date: R\$2,000,000,000.00	Number of assets: 200000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 3	Issue: 4th
Amount at the Issue Date: R\$68,936,000.00	Number of assets: 20000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. - ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 5th
Amount at the Issue Date: R\$5,000,000,000.00	Number of assets: 50000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: DIBENS LEASING S.A. – ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 1	Issue: 8th
Amount at the Issue Date: R\$20,000,000,000.00	Number of assets: 2000000000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: DIBENS LEASING S.A. – ARRENDAMENTO MERCANTIL	
Asset: Debenture	
Series: 2	Issue: 4th
Amount at the Issue Date: R\$6,750,000,000.00	Number of assets: 6750000
Maturity Date: March 1, 2035	
Interest Rate: 100% of CDI	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: ITAÚSA S.A.	
Asset: Debenture	
Series: 1	Issue: 3rd
Amount at the Issue Date: R\$1,300,000,000.00	Number of assets: 1300000
Maturity Date: December 15, 2030	
Interest Rate: 100% of CDI + 2.4% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: ITAUSA S.A.	
Asset: Debenture	
Series: 1	Issue: 4th
Amount at the Issue Date: R\$1,250,000,000.00	Number of assets: 1250000
Maturity Date: June 15, 2027	
Interest Rate: 100% of CDI + 1.4% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: ITAUSA S.A.	
Asset: Debenture	
Series: 1	Issue: 5th
Amount at the Issue Date: R\$2,500,000,000.00	Number of assets: 2500000
Maturity Date: August 8, 2025	
Interest Rate: 100% of CDI + 1.12% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: ITAUSA S.A.	
Asset: Debenture	
Series: 2	Issue: 4th
Amount at the Issue Date: R\$1,250,000,000.00	Number of assets: 1250000
Maturity Date: June 15, 2031	
Interest Rate: 100% of CDI + 2% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: NOVA TRANSPORTADORA DO SUDESTE S.A. - NTS	
Asset: Debenture	
Series: 1	Issue: 1st
Amount at the Issue Date: R\$1,547,187,000.00	Number of assets: 1547187
Maturity Date: April 17, 2028	
Interest Rate: 100% of CDI + 1.99% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: Personal guarantee provided by Nova Transportadora do Sudeste S.A - NTS.	

Issuer: NOVA TRANSPORTADORA DO SUDESTE S.A. - NTS	
Asset: Debenture	
Series: 1	Issue: 2nd
Amount at the Issue Date: R\$1,500,000,000.00	Number of assets: 1500000
Maturity Date: March 24, 2032	
Interest Rate: 100% of CDI + 1.9% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: (i) Surety.	

Issuer: NOVA TRANSPORTADORA DO SUDESTE S.A. - NTS	
Asset: Commercial Notes	
Series: 1	Issue: 1st
Amount at the Issue Date: R\$1,500,000,000.00	Number of assets: 1500000
Maturity Date: March 24, 2032	
Interest Rate: 100% of CDI + 1.9% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: (i) Surety.	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: NOVA TRANSPORTADORA DO SUDESTE S/A - NTS	
Asset: Debenture	
Series: 1	Issue: 5th
Amount at the Issue Date: R\$1,000,000.00	Number of assets: 1000
Maturity Date: September 13, 2027	
Interest Rate: 100% of CDI + 1.3% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: NOVA TRANSPORTADORA DO SUDESTE S/A - NTS	
Asset: Debenture	
Series: 2	Issue: 5th
Amount at the Issue Date: R\$1,500,000.00	Number of assets: 1500
Maturity Date: September 13, 2029	
Interest Rate: 100% of CDI + 1.6% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: NOVA TRANSPORTADORA DO SUDESTE S/A - NTS	
Asset: Debenture	
Series: 3	Issue: 5th
Amount at the Issue Date: R\$1,000,000.00	Number of assets: 1000
Maturity Date: September 13, 2032	
Interest Rate: 100% of CDI + 1.85% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: AGUAS DO RIO 1 SPE S.A	
Asset: Debenture	
Series: 1	Issue: 2nd
Amount at the Issue Date: R\$1,669,917,060.00	Number of assets: 166991706
Maturity Date: January 15, 2034	
Interest Rate: IPCA + 6.9% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Guarantees: (i) Trust receipt on shares – Issuer, (ii) Trust receipt on shares - New Stockholder, (iii) Fiduciary assignment of credit rights – Issuer, (iv) Fiduciary assignment of credit rights of the disbursement account – Issuer, (v) Fiduciary assignment of credit rights - New Stockholder, (vi) Fiduciary assignment of subordinated credits – Issuer, (vii) Fiduciary assignment of subordinated credits - New Stockholder, (viii) Surety, and (ix) Bank guaranty.	
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INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: AGUAS DO RIO 1 SPE S.A	
Asset: Debenture	
Series: 1	Issue: 3rd
Amount at the Issue Date: R\$795,000,000.00	Number of assets: 795000
Maturity Date: October 15, 2051	
Interest Rate: IPCA + 6.71% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: (i) Trust receipt on shares – Issuer, (ii) Trust receipt on shares - New Stockholder, (iii) Fiduciary assignment of credit rights – Issuer, (iv) Fiduciary assignment of credit rights of the disbursement account – Issuer, (v) Fiduciary assignment of credit rights - New Stockholder, (vi) Fiduciary assignment of subordinated credits – Issuer, (vii) Fiduciary assignment of subordinated credits - New Stockholder, (viii) Surety, and (ix) Bank guaranty.	

Issuer: AGUAS DO RIO 1 SPE S.A	
Asset: Debenture	
Series: 2	Issue: 2nd
Amount at the Issue Date: R\$1,822,172,940.00	Number of assets: 182217294
Maturity Date: January 15, 2042	
Interest Rate: IPCA + 7.2% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: (i) Trust receipt on shares – Issuer, (ii) Trust receipt on shares - New Stockholder, (iii) Fiduciary assignment of credit rights – Issuer, (iv) Fiduciary assignment of credit rights of the disbursement account – Issuer, (v) Fiduciary assignment of credit rights - New Stockholder, (vi) Fiduciary assignment of subordinated credits – Issuer, (vii) Fiduciary assignment of subordinated credits - New Stockholder, (viii) Surety, and (ix) Bank guaranty.	

Issuer: TECNOLOGIA BANCÁRIA S.A.	
Asset: Debenture	
Series: 1	Issue: 4th
Amount at the Issue Date: R\$320,000,000.00	Number of assets: 320000
Maturity Date: April 12, 2024	
Interest Rate: 100% of CDI + 1.85% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: TECNOLOGIA BANCÁRIA S.A.	
Asset: Debenture	
Series: 1	Issue: 5th
Amount at the Issue Date: R\$320,000,000.00	Number of assets: 320000
Maturity Date: December 9, 2025	
Interest Rate: 100% of CDI + 1.4% p.y. base 252.	
Status: IN DEFAULT	
Events of default in the period: Pending issues: - General Debenture Holders' Meeting held on June 24, 2022 registered; General Debenture Holders' Meeting on August 19, 2022 registered;	

INDENTURE OF 6TH ISSUE OF DEBENTURES OF ITAÚSA S.A.

Issuer: TECNOLOGIA BANCÁRIA S.A.	
Asset: Debenture	
Series: 1	Issue: 6th
Amount at the Issue Date: R\$200,000,000.00	Number of assets: 200000
Maturity Date: September 29, 2026	
Interest Rate: 100% of CDI + 1.58% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: TECNOLOGIA BANCÁRIA S.A.	
Asset: Debenture	
Series: 1	Issue: 7th
Amount at the Issue Date: R\$355,000,000.00	Number of assets: 355000
Maturity Date: September 15, 2027	
Interest Rate: CDI + 2.25% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: XP COMERCIALIZADORA DE ENERGIA S.A.	
Asset: Debenture	
Series: 1	Issue: 1st
Amount at the Issue Date: R\$1,500,000,000.00	Number of assets: 1500000
Maturity Date: December 8, 2023	
Interest Rate: 100% of CDI + 2.5% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

Issuer: XP COMERCIALIZADORA DE ENERGIA S.A.	
Asset: Debenture	
Series: 1	Issue: 2nd
Amount at the Issue Date: R\$1,500,000,000.00	Number of assets: 1500000
Maturity Date: June 16, 2026	
Interest Rate: CDI + 2.5% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
Guarantees: (I) Endorsements: Provided by the guarantor: XP INVESTIMENTOS S.A	

Issuer: XP INVESTIMENTOS S/A	
Asset: Debenture	
Series: 1	Issue: 4th
Amount at the Issue Date: R\$900,000,000.00	Number of assets: 900000
Maturity Date: June 23, 2024	
Interest Rate: 100% of CDI + 1.75% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	

ESCRITURA DA 6ª EMISSÃO DE DEBÊNTURES DA ITAÚSA S.A.

Issuer: XP INVESTIMENTOS S/A	
Asset: Debenture	
Series: 2	Issue: 4th
Amount at the Issue Date: R\$900,000,000.00	Number of assets: 900000
Maturity Date: June 23, 2025	
Interest Rate: 100% of CDI + 1.9% p.y. base 252.	
Status: ACTIVE	
Events of default in the period: None.	
