

ITAÚSA'S STOCKHOLDERS' AGREEMENT OF JANUARY 2, 2023

ALFREDO EGYDIO ARRUDA VILLELA FILHO, Identity Card (RG-SSP/SP) No. 11.759.083-6, Individual Taxpayer's Registry (CPF) No. 066.530.838-88; **ANA LÚCIA DE MATTOS BARRETTO VILLELA**, Identity Card (RG-SSP/SP) No. 13.861.521-4, Individual Taxpayer's Registry (CPF) No. 066.530.828-06; **RICARDO VILLELA MARINO**, Identity Card (RG-SSP/SP) No. 15.111.115-7, Individual Taxpayer's Registry (CPF) No. 252.398.288-90, and **RODOLFO VILLELA MARINO**, Identity Card (RG-SSP/SP) No. 15.111.116-9, Individual Taxpayer's Registry (CPF) No. 271.943.018-81; and **RUDRIC ITH PARTICIPAÇÕES LTDA.**, Corporate Taxpayer's Registry (CNPJ) No. 67.569.061/0001-45, represented by its Managing Officers Ricardo Villela Marino and Rodolfo Villela Marino, as qualified above, all of them domiciled in the City and State of São Paulo (SP), at Avenida Paulista, 1938, 17º andar (**VILLELA BLOCK**);

PAULO SETÚBAL NETO, Identity Card (RG-SSP/SP) No. 4.112.751-1, CPF 638.097.888-72, and his children **CAROLINA MARINHO LUTZ SETÚBAL**, Identity Card (RG-SSP/SP) No. 19.200.960-62, Individual Taxpayer's Registry (CPF) No. 077.540.228-18, **JÚLIA GUIDON SETÚBAL WINANDY**, Identity Card (RG-SSP/SP) No. 30.545.000-1 Individual Taxpayer's Registry, CPF 336.694.358-08, and **PAULO EGYDIO SETÚBAL**, Identity Card (RG-SSP/SP) No. 29.055.055-5, Individual Taxpayer's Registry (CPF) No. 336.694.318-10; **FERNANDO SETUBAL SOUZA E SILVA**, Identity Card (RG-SSP/SP) No. 32.493.601-1, Individual Taxpayer's Registry (CPF) No. 311.798.878-59, **GUILHERME SETUBAL SOUZA E SILVA**, Identity Card (RG-SSP/SP) No. 21.595.161-X, Individual Taxpayer's Registry (CPF) No. 269.253.728-92, and **TIDE SETUBAL SOUZA E SILVA NOGUEIRA**, Identity Card (RG-SSP/SP) No. 21.595.162-1, Individual Taxpayer's Registry (CPF) No. 296.682.978-81; **OLAVO EGYDIO SETUBAL JÚNIOR**, Identity Card (RG-SSP/SP) No. 4.523.271-4, Individual Taxpayer's Registry (CPF) No. 006.447.048-29, and his children **BRUNO RIZZO SETUBAL**, Identity Card (RG-SSP/SP) No. 35.181.181-3, Individual Taxpayer's Registry (CPF) No. 299.133.368-56, **CAMILA SETUBAL LENZ CESAR**, Identity Card (RG-SSP/SP) No. 35.185.185-9, Individual Taxpayer's Registry (CPF) No. 350.572.098-41, and **LUIZA RIZZO SETUBAL KAIRALLA**, Identity Card (RG-SSP/SP) No. 35.183.183-6, Individual Taxpayer's Registry (CPF) No. 323.461.948-40; **ROBERTO EGYDIO SETUBAL**, Identity Card (RG-SSP/SP) No. 4.548.549-5, Individual Taxpayer's Registry (CPF) No. 007.738.228-52, and his daughters **MARIANA LUCAS SETUBAL**, Identity Card (RG-SSP/SP) No. 30.717.594-7, Individual Taxpayer's Registry (CPF) No. 227.809.998-10, and **PAULA LUCAS SETUBAL**, Identity Card (RG-SSP/SP) No. 30.717.587-X, Individual Taxpayer's Registry (CPF) No. 295.243.528-69; **JOSÉ LUIZ EGYDIO SETUBAL**, Identity Card (RG-SSP/SP) No. 4.576.680-0, Individual Taxpayer's Registry (CPF) No. 011.785.508-18, and his children **BEATRIZ DE MATTOS SETUBAL**, Identity Card (RG-SSP/SP) No. 35.598.637-1, Individual Taxpayer's Registry (CPF) No. 316.394.318-70, **GABRIEL DE MATTOS SETUBAL**, Identity Card (RG-SSP/SP) No. 35.598.638-3, Individual Taxpayer's Registry (CPF) No. 348.338.808-73, and **OLAVO EGYDIO MUTARELLI SETUBAL**, Identity Card (RG-SSP/SP) No. 39.597.426-4, Individual Taxpayer's Registry (CPF) No. 394.635.348-73; **ALFREDO EGYDIO SETUBAL**, Identity Card (RG-SSP/SP) No. 6.045.777-6, Individual Taxpayer's Registry (CPF) No. 014.414.218-07, and his children **ALFREDO EGYDIO NUGENT SETUBAL**, Identity Card (RG-SSP/SP) No. 34.246.530-2, Individual Taxpayer's Registry (CPF) No. 407.919.708-09, and **MARINA NUGENT SETUBAL**, Identity Card (RG-SSP/SP) No. 32.448.108-1, CPF 384.422.518-80; **RICARDO EGYDIO SETUBAL**, Identity Card (RG-SSP/SP) No. 10.359.999-X, Individual Taxpayer's Registry (CPF) No. 033.033.518-99, and his children **MARCELO RIBEIRO DO VALLE SETUBAL**, Identity Card (RG-SSP/SP) No. 35.324.333-4, Individual Taxpayer's Registry (CPF) No. 230.936.378-21, **PATRÍCIA RIBEIRO DO VALLE SETUBAL**, Identity Card (RG-SSP/SP) No. 35.324.222-6, CPF 230.936.328-62, represented by her guardian Ricardo Egydio Setubal, as qualified above, and **RODRIGO RIBEIRO DO VALLE SETUBAL**, Identity Card (RG-SSP/SP) No. 53.734.243-6, Individual Taxpayer's Registry (CPF) No. 230.936.298-02; and **O.E.S.PARTICIPAÇÕES S.A.**, Corporate Taxpayer's Registry (CNPJ) No. 07.594.905/0001-86, as a usufructuary, represented by its Managing Officers Alfredo Egydio Setubal and Roberto Egydio Setubal, as qualified above, all of them domiciled in the City and State of São Paulo (SP), at Avenida Paulista, 1938, 17º andar (**SETUBAL BLOCK**); and

COMPANHIA ESA, Corporate Taxpayer's Registry (CNPJ) No. 52.117.397/0001-08, with head office in the City and State of São Paulo (SP), at Avenida Paulista, 1938, 17º andar (**ESA**), represented by its Chief Executive Officer Ricardo Egydio Setubal and its Executive Vice President Rodolfo Villela Marino, as qualified above,

collectively referred to as **STOCKHOLDERS**, and the two first referred to as **BLOCKS** or individually as **BLOCK**,

WHEREAS, the couple LOURDES and EUDORO LIBANIO VILLELA and OLAVO EGYDIO SETUBAL have stated their wish to ensure the continuity of the work begun by DR. ALFREDO EGYDIO DE SOUZA ARANHA, whose advice they have relied on to keep on united, joining forces to hold on and expand the enterprises he has founded, and aiming, based on these ideals, to pass on to the new generations not only material worth but also a role model of unity to be emulated;

WHEREAS, in order to achieve this purpose and regulate, in a balanced way, the expansion of their stockholding positions, as well as to comply with the provisions of Resolution No. 44 (previously Instructions No. 20 and No. 358) of the Brazilian Securities and Exchange Commission (CVM): **a)** COMPANHIA VISE, currently **COMPANHIA ESA**, was incorporated with the purpose of managing the family's stockholding position at ITAÚSA – Investimentos Itaú S.A., currently named **ITAÚSA S.A.(ITAÚSA)**, which in turn is the holding company of the Itaúsa conglomerate; and **b)** in accordance with Article 118 of Law No. 6,404/76, a Stockholders' Agreement was signed on December 7, 1982, as amended on December 17, 1990, August 28, 1995, November 4, 1998, April 18, 2000 and August 10, 2000, and consolidated on June 26, 2001, June 24, 2009, May 10, 2011, March 13, 2013, September 1, 2015, and January 3, 2022, and again consolidated in this instrument;

WHEREAS, the STOCKHOLDERS wish to uphold the values that have guided their business and family activities, namely: balance, entrepreneurship, financial stability, ethics (transparency), humility, good mood and joy, meritocracy, respect/patience, sustainability (social responsibility, perseverance, concern for future generations) and unity (trust, vision and shared values);

WHEREAS Stockholders MARIA ALICE SETUBAL and O.E. SETUBAL S.A. no longer take part in the SETUBAL BLOCK, the first one beginning October 4, 2022, since she has waived the usufruct over the voting right of common shares issued by ITAÚSA and ESA, which had been donated to her children Fernando Setubal Souza e Silva, Guilherme Setubal Souza e Silva and Tide Setubal Souza e Silva Nogueira, who are part of the SETUBAL BLOCK, and the last one beginning November 25, 2022, since it has exchanged its common shares issued by ITAÚSA and ESA for preferred shares issued by ITAÚSA with stockholders of the SETUBAL BLOCK,

WHEREAS STOCKHOLDERS wish to improve the wording of items 5 to 7 of this Agreement, which provide for the sale of common shares and subscription rights, the formalization of the compliance of the operation with this Agreement e encumbrance of common shares issued by ITAÚSA,

AGREE, as stockholders of **ITAÚSA**, to sign this **STOCKHOLDERS' AGREEMENT (AGREEMENT)** as follows.

1. **PRINCIPLES.** This Agreement and any stage of its implementation shall always be governed by the principles of transparency, good faith and equal treatment of STOCKHOLDERS, without prejudice to the preemptive rights regulated herein.
2. **CONTROLLING GROUP AND CONTROLLING BLOCK.** In accordance with this Agreement, the STOCKHOLDERS make up the ITAÚSA's controlling group and agree to vote on all the matters within the jurisdiction of ITAÚSA's General Stockholders' Meetings, in conformity with the provisions of this Agreement, as well as to elect the majority of management members and to effectively use their power of control to guide ITAÚSA's activities. The subject-matter of this Agreement are common shares representing **63.346%** of ITAÚSA's voting capital, of which STOCKHOLDERS hold full ownership or usufruct over the voting right, free of any encumbrance (except for the usufructs set forth in stockholders' agreements signed by the parties), as well as the common shares issued by ITAÚSA, of which they may eventually become holders by any means during the validity of this Agreement, with the numbers of shares duly adjusted as a result of any share bonus, split or reverse split that may occur (**CONTROLLING BLOCK**).
 - 2.1. No acquisition of common shares or subscription rights may lead to one of the BLOCKS holding, either directly or indirectly, over 70% of the total CONTROLLING BLOCK.
 - 2.2. If the limit stated in item 2.1 is exceeded, as a result of the acquisition on any grounds made solely by a STOCKHOLDER who is a member of one of the BLOCKS, the shares then acquired, at the

number exceeding such percentage, will be excluded from the CONTROLLING BLOCK and, therefore, will not be subject to the provisions of this Agreement.

2.2.1. If the 70% limit is reset (or the exceeding limit is reduced), as a result of a purchase made by a STOCKHOLDER of the other BLOCK or of a sale made by a STOCKHOLDER of the same BLOCK to a person outside of the BLOCKS, then those shares excluded in accordance with item 2.2 will automatically, fully or partially, as applicable, be reverted to the CONTROLLING BLOCK.

3. USUFRUCT. STOCKHOLDERS wish to concentrate, at ESA, the voting right entitled to all current and future shares comprising the CONTROLLING BLOCK.

3.1. To this end, the VILLELA BLOCK'S STOCKHOLDERS have established in favor of ESA a usufruct over current and future common shares issued by ITAÚSA, of which they are the holders, for the validity of this Agreement, with such usufruct comprising the voting right and 1.1% of equity rights (dividends, interest on capital and cash bonus).

3.2. With the same purpose, O.E.S. Participações S.A. assigns to ESA, also for the validity of this Agreement, the usufruct it has been assigned by the SETUBAL BLOCK'S STOCKHOLDERS over current and future common shares issued by ITAÚSA held by such STOCKHOLDERS, which also comprises the voting right and 1.1% of equity rights (dividends, interest on capital and cash bonus).

3.2.1. If the usufruct owned by O.E.S. Participações S.A. is extinct, then the SETUBAL BLOCK'S STOCKHOLDERS will establish, with condition precedent of this extinction, a usufruct in favor of ESA with the same content and duration of that, the exercise of which was assigned by O.E.S. Participações S.A., in accordance with item 3.2.

3.3. ESA will exercise its voting right to achieve the purposes of this Agreement, particularly the election of the majority of the members of the Board of Directors of ITAÚSA and of subsidiaries with shares eligible for trading in the market, of whom two (2) are to be nominated by the VILLELA BLOCK, two (2) by the SETUBAL BLOCK and the others as consensually agreed by both BLOCKS.

3.4. The sale of shares may not result in the reduction of position of one of the BLOCKS to less than 30% of the total CONTROLLING BLOCK.

4. ACQUISITION OF COMMON SHARES AND SUBSCRIPTION RIGHTS. No BLOCK may purchase common shares from persons outside of the BLOCK, without first offering them to ESA, which shall have the preemptive right to purchase them, and to the other BLOCK.

4.1. ESA shall exercise its preemptive right within its cash availability limits, unless 75% of the CONTROLLING BLOCK opt otherwise. If ESA fails to carry out such acquisition, STOCKHOLDERS will be entitled to purchase these shares at equal absolute values to each BLOCK.

4.2. If the demands of STOCKHOLDERS of a BLOCK fail to reach 50% of shares or selling rights, any STOCKHOLDER of the other BLOCK may purchase the balance.

4.3. No restrictions apply to the exercise of the preemptive right upon subscription of capital increase or to the acquisition through succession or donation made by a STOCKHOLDER to a person of the same BLOCK or to a person who – except for a spouse – is in the STOCKHOLDERS' line of succession.

4.4. If a usufruct is established over the shares comprising the CONTROLLING BLOCK, the subscription right may not be exercised by the usufructuary, in accordance with Article 171, Paragraph 5 of Law No. 6,404/76, but rather solely by the naked owner or any assignor (item 5.3.2), except if the usufructuary is the STOCKHOLDER themselves or a person qualified in sub item 4.3.

4.4.1. The usufruct over the voting rights may only be granted to the persons referred to in item 4.3. or to a family company, in accordance with item 5.3.1, without prejudice to the provisions in item 3.

5. SALE OF ITAÚSA'S COMMON SHARES AND SUBSCRIPTION RIGHTS.

- 5.1. **SMALL LOT.** STOCKHOLDERS may sell lots of stock which, in operations accumulated over a period of two (2) years, do not surpass 1% of the ITAÚSA'S CONTROLLING BLOCK (SMALL LOT).
- 5.1.1. STOCKHOLDERS interested in selling shall make an offer to the remaining STOCKHOLDERS of the same BLOCK to which the offeror belongs, which will have a period of thirty (30) days to negotiate the purchase.
- 5.1.2. If the operation is not completed, the STOCKHOLDER interested in selling must make an offer to ESA and to the STOCKHOLDERS of the other BLOCK, and the STOCKHOLDERS of the other BLOCK will have a period of fifteen (15) days to express any interest to participate in the sale as sellers. If the sale intentions exceed the limit of the SMALL LOT, the sale must be made in proportion to the number intended by each interested party so that the limit is observed. In this case, the first offeror may review their sales offer within a period of two (2) days.
- 5.1.2.1. ESA may acquire the shares offered within a period of fifteen (15) days after the end of the period in item 5.1.2; subsequently, the same number of days will be provided, to the same end, to the STOCKHOLDERS of the other BLOCK. If the sale is not completed, the offeror may sell the shares on B3 S.A. – Brasil, Bolsa, Balcão (B3) within a period of six (6) months, after which the sale process will have to be resumed.
- 5.1.3. As long as the limit of the SMALL LOT is not reached, new sales can be made by STOCKHOLDERS that have not been offerors during the same period of two (2) years. Once the limit is reached, only the LARGE LOTS can be offered for sale.
- 5.2. **LARGE LOT.** STOCKHOLDERS may sell lots of stock in excess of 1% of the total CONTROLLING BLOCK (LARGE LOT) up to the limit, every two (2) years, of 10% of the said ITAÚSA'S CONTROLLING BLOCK.
- 5.2.1. STOCKHOLDERS interested in selling shall make an offer to the remaining STOCKHOLDERS of the same BLOCK to which the offeror belongs, which will have a period of twenty (12) months to negotiate the purchase.
- 5.2.2. If the operation is not completed, the STOCKHOLDER interested in selling must make an offer to ESA and to the STOCKHOLDERS of the other BLOCK, and the STOCKHOLDERS of the other BLOCK will have a period of fifteen (15) days to express any interest to participate in the sale as sellers. If the sale intentions exceed the limit of the LARGE LOT, the sale must be made in proportion to the number intended by each interested party so that the limit is observed. In this case, the first offeror may review their sales offer.
- 5.2.2.1. ESA may acquire the shares offered within a period of thirty (30) days after the end of the period in item 5.1.2; subsequently, eleven (11) months will be provided, to the same end, to the STOCKHOLDERS of the other BLOCK. If the sale is not completed, the offeror may sell the shares on B3 within a period of one (1) year, after which the sale process will have to be resumed.
- 5.2.2.2. The sale on B3 shall be subject to a special trading procedure, and the seller must send all information on the auction to the STOCKHOLDERS five (5) trading sessions in advance.
- 5.2.3. Each STOCKHOLDER may only make one offer of a LARGE LOT two (2) years after the date of the sale statement that was previously made by any STOCKHOLDER, even if the limit of the LARGE LOT had not been reached in the previous sale.
- 5.3. **MISCELLANEOUS.** Both the sale of SMALL LOTS and LARGE LOTS of stock are subject to the provisions as follows.
- 5.3.1. STOCKHOLDERS may transfer shares to a family company without being subject to the provisions of this Agreement, conditional on this company adhering to this Agreement as a member of the respective BLOCK and on its capital being fully held by members of this BLOCK or by persons – except for a spouse – in the BLOCK member's line of succession.

- 5.3.1.1. In order to admit as a member, in any way, the spouse of the STOCKHOLDER or any third party that are not in the line of descent in relation to a member of the BLOCK, the company must obtain a prior authorization, under penalty of it being understood that it gave them a call option for the shares that it holds, under the conditions in this Agreement, with no restrictions on volume, being subject, as a penalty, to a reduction of 10% in the exercise price of the option, regardless of whether this exercise is made with preferred shares or payment in cash. The decision on this authorization will be made by a majority of 75% of votes from ITAÚSA'S CONTROLLING BLOCK.
 - 5.3.1.2. The quotas or shares of the company to which item 5.3.1 refers are subject to the provisions in item 7, without prejudice to the other provisions, and the company, which shall assume the form of a limited liability company or corporation, may not have a silent partner.
 - 5.3.2. In the event of a sale of subscription rights of shares issued by ITAÚSA, including rights arising from the reserve of unsubscribed fractions of subscription rights, the holder of the rights that does not intend to exercise them must, as from the beginning of the exercise period, offer these rights, within periods of five (5) working days, to the BLOCK to which they belong, then to the other BLOCK, then to ESA and, finally, on B3.
 - 5.3.2.1. Five (5) working days after the beginning of the exercise period, if the STOCKHOLDER that holds the right does not make any statement, they may only exercise the right, sell it to their own BLOCK or leave it as an unsubscribed fraction.
 - 5.3.2.2. The STOCKHOLDERS will guide ITAÚSA so as not to determine a period for the preemptive right that makes the terms set forth in item 5.3.2 unviable, if, in accordance with Article 172 of Law No. 6,404/76, it chooses to reduce the term provided for in paragraph 4 of Article 171 of the same Law.
 - 5.3.3. The sale of shares between the STOCKHOLDERS of the same BLOCK is not subject to the quantitative limits of this Agreement, nor are such limits used upon its completion, and the shares may be freely traded between the members of the BLOCK.
 - 5.3.4. If there is more than one STOCKHOLDER interested in the purchase, with the same preemptive right, the shares will be apportioned in proportion to the interest of each one.
 - 5.3.5. Once the preemptive right is exercised, the payment for the shares must take place within thirty (30) days.
 - 5.3.6. The payment must be made by means of the exchange of preferred shares, in a ratio of one for one, until the limit of 10% of ITAÚSA'S CONTROLLING BLOCK is reached, except for the purchase of subscription rights, whose price, payable in cash, shall be indicated in the offer that the STOCKHOLDER makes, in accordance with item 5.3.2.
 - 5.3.7. After the limit for the payment with preferred shares is reached, the offeror shall, upon making the offer, indicate the general conditions intended and the criteria used for the negotiation of the price.
 - 5.3.7.1. If the STOCKHOLDERS of the BLOCK to which the offeror belongs do not make the purchase, ESA can make it for the price and conditions agreed upon with the offeror. However, at this price and under these conditions, the STOCKHOLDERS of the BLOCK to which the offeror belongs will have a preemptive right whose possible exercise will be communicated to them.
 - 5.3.7.2. If the sale is not made in accordance with item 5.3.7.1, the STOCKHOLDERS of the other BLOCK may make the purchase for the price and under the conditions they agree upon with the offeror. However, at this price and under these conditions, the STOCKHOLDERS of the BLOCK to which the offeror belongs, in first place, and ESA, in second place, will have a preemptive right whose possible exercise will be communicated to them.
 - 5.3.7.3. The period for the exercise of the preemptive rights regulated in items 5.3.7.1 and 5.3.7.2 will be of five (5) working days in the case of the SMALL LOTS and of thirty (30) days in the case of item 5.3.7.1 and of fifteen (15) days in the case of item 5.3.7.2 in the case of the LARGE LOTS.

6. FORMALIZING THE COMPLIANCE OF THE OPERATION WITH THE AGREEMENT.

ITAÚSA will order to the depositary institution to carry out and register share transfers from the CONTROLLING BLOCK or any acquisition of shares to the CONTROLLING BLOCK, or any negotiation of subscription rights related thereto, only after receiving, in each case, a written authorization from ESA, which is, in turn, responsible for formalizing, through this means, the compliance of each share transfer with the Agreement accordingly.

- 6.1. Thirty (30) days before the ESA's authorization is delivered to the depositary institution, ITAUSA will send a notice with details of the operation to the STOCKHOLDERS of both BLOCKS.
- 6.2. In the event of a sale on B3, the availability of shares for custody will be preceded by the same formalities stated in items 6 and 6.1.

7. ENCUMBERED SHARES. STOCKHOLDERS may neither pledge the shares held by ITAÚSA'S CONTROLLING BLOCK as security nor offer them for levy of execution or encumber them in any other way whatsoever.

7.1. The STOCKHOLDERS undertake to take all the necessary measures to prevent the shares of ITAÚSA'S CONTROLLING BLOCK from being subject to a judicial lien, as well as to clear them if the lien could not be prevented.

7.2. If it is necessary to offer shares of ITAÚSA'S CONTROLLING BLOCK to ensure a judicial order, they will be first sold to other members of the same BLOCK by means of the exchange of preferred shares in a ratio of one for one. If the members of the same BLOCK do not acquire the shares, they shall be offered to ESA and, subsequently to the members of the other BLOCK, also by means of an exchange under the same terms.

7.2.1. If it is proven that any STOCKHOLDER is unable to honor their financial commitments, and subject to authorization by a majority of 75% of votes from ITAÚSA'S CONTROLLING BLOCK, ESA may, with respect to the shares of ITAÚSA'S CONTROLLING BLOCK that are held by this STOCKHOLDER, exercise a call option by means of an exchange in accordance with item 7.2, communicating this in advance to the members of the BLOCK to which this STOCKHOLDER belongs, so they can preemptively exercise this call option.

7.2.2. In a period of five (5) years after the disposal, the STOCKHOLDER that has sold shares of ITAUSA'S CONTROLLING BLOCK in accordance with items 7.2 and 7.2.1 will be entitled to repurchase them, in a reverse operation, with the delivery of preferred shares issued by ITAÚSA.

7.3. In the case of a judicial lien, without prejudice to the provision in item 7.2 and subject to authorization by a majority of 75% of votes from ITAÚSA'S CONTROLLING BLOCK, the STOCKHOLDERS other than the one affected by it may, in the capacity of attorneys-in-fact, take the measures provided for in item 7.2, without prejudice to item 7.2.2, and these attorneys-in-fact may, if necessary, sell on B3 the preferred shares that would be given in payment for the shares of ITAÚSA'S CONTROLLING BLOCK held by the STOCKHOLDER that was subject to the lien, using the resources accrued to avoid the encumbrance or obtain the clearance of the shares of ITAÚSA'S CONTROLLING BLOCK that were the subject matter of the judicial order, which shall replace, in the STOCKHOLDERS' equity, the preferred shares that were sold.

7.3.1. The power of attorney provided for in item 7.3 is a condition for the deal for the purpose of Article 684 of the Civil Code and it may not be revoked during the term of effectiveness of this Agreement.

7.4. The provisions in items 7 to 7.3.1 also apply to the shares of ESA's CONTROLLING BLOCK.

8. PREVAIL CLAUSE. This agreement shall prevail over any other involving ITAUSA's ownership control, not submitted to the approval from the Central Bank of Brazil and the Superintendency of Private Insurance.**9. SUCCESSION.** This Agreement shall be binding upon the parties hereto and their respective heirs and successors.

10. **NOTICES.** Any notices or notifications addressed to the STOCKHOLDERS shall be sent, with proof of delivery, to the addresses and emails listed in ITAÚSA's registers, which the STOCKHOLDERS agree to maintain up to date.
11. **FILING AND REGISTRATION.** This Agreement shall be filed at the head office of ITAÚSA, which will take the necessary steps to register it in its books and in share certificates, if issued.
12. **DURATION.** This agreement, which shall be valid for ten (10) years as from June 24, 2009, was first automatically renewed on June 24, 2019 and shall be automatically renewed for equal periods, except for any STOCKHOLDER who states their position to the contrary by notifying the other STOCKHOLDERS with at least two (2) years in advance of the upcoming maturity date.
 - 12.1. ITAÚSA shall notify STOCKHOLDERS about the expiration of this Agreement with at least two (2) months before the beginning of the final two (2) year period.
 - 12.2. In the event this Agreement expires or the STOCKHOLDER or STOCKHOLDERS' partially withdraw herefrom, the sale of the shares that were part of the CONTROLLING BLOCK, in the period of five (5) years from the end of the Agreement (in relation to all or to those who have withdrawn from the Agreement) shall only be made on B3 through a special procedure, and notifying the remaining STOCKHOLDERS.
 - 12.2.1. STOCKHOLDERS may dispose of the shares even during the term addressed in item 12.2, including through donation, to a descendant or any other person – except for a spouse – in the STOCKHOLDERS' line of succession, and the purchaser is responsible for the compliance with the remaining term mentioned.
 - 12.2.2. Before the term addressed in item 12.2 elapses, any usufruct of the voting right over the shares that were part of the CONTROLLING BLOCK may only be established in favor of another STOCKHOLDER or of a descendant or another person – except for a spouse – in the STOCKHOLDER's line of succession.
13. **SPECIFIC PERFORMANCE, APPLICABLE LAW AND ARBITRATION.** This Agreement shall be governed and construed in accordance with the laws of the Federal Republic of Brazil.
 - 13.1. This Agreement may be enforced by decree of specific performance by any STOCKHOLDER in the event of noncompliance with any obligation agreed herein, without prejudice to the provisions of Article 118 of Law No. 6,404/76, particularly in its paragraphs 8 and 9.
 - 13.2. Any litigation or dispute with respect to this Agreement shall be notified to the remaining STOCKHOLDERS and all STOCKHOLDERS will endeavor their best efforts to settle such litigation or dispute amicably through direct negotiations to be held in good faith over a period of no more than 30 (thirty) days after the notification is received.
 - 13.2.1. STOCKHOLDERS may choose a person of good character with recognized expertise to act as a mediator in negotiations.
 - 13.3. If the Parties fail to reach an amicable solution by the end of the term mentioned in item 13.2 hereof, the dispute will be submitted to arbitration, in accordance with Law No. 9,307/96, and be settled in accordance with the Regulations of B3's Arbitration Panel.
 - 13.4. The arbitration panel will be made up of three (3) arbitrators fluent in written and spoken Portuguese, and one of them will be nominated by the VILLELA BLOCK, one by the SETUBAL BLOCK, and the third will be jointly nominated by the former two (2) arbitrators. If the two (2) former arbitrators fail to reach an agreement in relation to the nomination of the third arbitrator, the latter will be nominated by the Chairman of the Arbitration Panel.
 - 13.5. The arbitration shall be held in the capital city of São Paulo State and be conducted confidentially and in Portuguese. The arbitrators elected shall sign a non-disclosure agreement.
 - 13.6. Under the full force and effect of the law, STOCKHOLDERS hereby waive the right to bring any remedies against the arbitration award or to raise a defense against its enforcement. The enforcement of the arbitration award may be filed before any competent court, and such award will be issued in Brazilian territory and be final and definitive, binding the STOCKHOLDERS and their successors on any grounds.

- 13.7. For the sole purposes of any coercive remedy or provisional measure of a preliminary, provisional or permanent nature, STOCKHOLDERS hereby elect the venue of the Judicial District of the Capital City of the São Paulo State.
- 13.8. Even if this Agreement or any of its provisions is deemed invalid, illegal or unenforceable by any court, the validity, legality or enforceability of this item 13 will not be affected or impaired whatsoever.
- 13.8.1. The invalidity, illegality or unenforceability of one or more items of this Agreement will not impair the validity, legality or enforceability of its remaining provisions.
- 13.9. The provisions of this item 13 shall remain in full force and effect until the settlement of any and all disputes or issues arising from this Agreement.
- 13.10. Except for the fees owed to the respective lawyers, which will be borne by each one of the STOCKHOLDERS, all remaining arbitration expenses and costs shall be borne by the STOCKHOLDER or STOCKHOLDERS as determined by the arbitration panel.

The Parties hereto represent and warrant that this instrument, electronically signed via the Certisign Signatures Portal platform, (a) is valid and in force in relation to the parties hereof, and is a true representation of the rights and obligations agreed by and between them; and (b) has probative value, since it is able to keep the completeness of its content and is trusted to prove the authorship of the signatories' signatures, hereby waiving any right to claim otherwise. São Paulo (SP), January 2, 2023. (undersigned) Alfredo Egydio Arruda Villela Filho; Ana Lúcia de Mattos Barretto Villela; Ricardo Villela Marino; Rodolfo Villela Marino; Rudric ITH Participações Ltda. (undersigned) Ricardo Villela Marino e Rodolfo Villela Marino, Managing Officers; Paulo Setúbal Neto; Carolina Marinho Lutz Setúbal; Julia Guidon Setúbal Winandy; Paulo Egydio Setúbal; Fernando Setubal Souza e Silva; Guilherme Setubal Souza e Silva; Tide Setubal Souza e Silva Nogueira; Olavo Egydio Setubal Júnior; Bruno Rizzo Setubal; Camila Setubal Lenz Cesar; Luiza Rizzo Setubal Kairalla; Roberto Egydio Setubal; Mariana Lucas Setubal; Paula Lucas Setubal; José Luiz Egydio Setubal; Beatriz de Mattos Setubal; Gabriel de Mattos Setubal; Olavo Egydio Mutarelli Setubal; Alfredo Egydio Setubal; Alfredo Egydio Nugent Setubal; Marina Nugent Setubal; Ricardo Egydio Setubal, for himself and as the guardian of Patrícia Ribeiro do Valle Setubal; Marcelo Ribeiro do Valle Setubal; Rodrigo Ribeiro do Valle Setubal; O.E.S. Participações S.A. (usufructuary) (undersigned) Alfredo Egydio Setubal and Roberto Egydio Setubal, Managing Officers; and Companhia ESA (undersigned) Ricardo Egydio Setubal and Rodolfo Villela Marino, Chief Executive Officer and Executive Vice President, respectively. Witnesses: (undersigned) Abel Pinto Martins and Carlos Roberto Zanelato.