

## **O.E.S. PARTICIPAÇÕES S.A.'S STOCKHOLDERS' AGREEMENT OF JANUARY 2, 2023**

The parties to this Agreement are as follows:

- (i) **PAULO SETÚBAL NETO**, Identity Card (RG-SSP/SP) No. 4.112.751-1, Individual Taxpayer's Registry (CPF) No. 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) No. 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 (**PSN's family group**);
- (ii) **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 (**MAS's family group**);
- (iii) **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 (**OESJ's family group**);
- (iv) **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 (**ROES's family group**);
- (v) **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 (**JLES's family group**);
- (vi) **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, Individual Taxpayer's Registry (CPF) No. 384.422.518-80 (**AES's family group**); and
- (vii) **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, Individual Taxpayer's Registry (CPF) No. 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 (**RIES's family group**),

domiciled in the City and State of São Paulo (SP) at Avenida Paulista, 1938, 17º andar, as stockholders of O.E.S. Participações S.A. (**OES PART**), Corporate Taxpayer's Registry (CNPJ) No. 07.594.905/0001-86, Companhia ESA (**ESA**), Corporate Taxpayer's Registry (CNPJ) No. 52.117.397/0001-08, and Itaúsa S.A. (**ITAÚSA**), Corporate Taxpayer's Registry (CNPJ) No. 61.532.644/0001-15, all of them jointly referred to as **STOCKHOLDERS**, and

- (viii) **O.E.S. PARTICIPAÇÕES S.A.**, CNPJ 07.594.905/0001-86, with head office in the City and State of São Paulo (SP), at Avenida Paulista, 1938 – 17º andar, as a **CONSENTING PARTY**,

**WHEREAS**, **STOCKHOLDERS**, as individuals, wish to hold common shares issued by **ITAÚSA** and **ESA**, and also to keep unified the voting group to which these shares are entitled, by allocating it to **OES PART**, as well as to create mechanisms that prevent the dispersion of the political power inherent in this stockholding group,

**WHEREAS**, for this purpose, **STOCKHOLDERS** entered into a Stockholders' Agreement on August 5, 2005, as amended on August 15, 2013, May 13, 2014, September 1, 2015, August 22, 2018 and January 3, 2022 and consolidated again in this instrument, with minor adjustments, in particular the usufruct established in favor of **OES PART** over shares issued by **ESA** held by **STOCKHOLDERS**, the formalization of the **OES PART**'s Stockholders' Meeting for the purpose of informing and discussing matters of interest of **ITAÚSA** and **ESA** and defining the guidelines for the business of **ITAÚSA** and companies of the conglomerate,

**WHEREAS** Stockholder **MARIA ALICE SETUBAL** no longer take part in the voting group as of 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 voting group,

**AGREE AS FOLLOWS:**

1. **ITAÚSA'S BOUND SHARES.** This Agreement shall be binding upon the total common shares issued by **ITAÚSA** that are held at any time by **STOCKHOLDERS** (**BOUND COMMON SHARES**), as well as the number of preferred shares issued by **ITAÚSA** held by the **STOCKHOLDERS** stated in item 5 and those added to this number in accordance with item 6 (**BOUND PREFERRED SHARES**), collectively referred to as **ITAÚSA'S BOUND SHARES**.
  - 1.1. This Agreement shall be binding upon the bonus shares, whether split or reverse split, related to **ITAÚSA'S BOUND SHARES**, and the former shall be subject to the provisions corresponding to the shares from which they have originated.
  - 1.2. **STOCKHOLDERS** may not encumber, burden or pledge **ITAÚSA'S BOUND SHARES** as security.
  - 1.3. **BOUND COMMON SHARES** shall be subject to Itaúsa S.A.'s Stockholders' Agreement (**ITAÚSA'S STOCKHOLDERS' AGREEMENT**), Companhia ESA's Stockholders' Agreement (**ESA'S STOCKHOLDERS' AGREEMENT**) and to the Stockholders' Agreement between IUPAR-Itaú Unibanco Participações S.A. and Itaú Unibanco Banco Múltiplo S.A., currently Itaú Unibanco Holding S.A. (**IUPAR'S STOCKHOLDERS' AGREEMENT**).
    - 1.3.1. The terms defined in **ESA'S STOCKHOLDERS' AGREEMENT** and **ITAÚSA'S STOCKHOLDERS' AGREEMENT** have the same meaning, for the purpose of this Agreement, except as otherwise indicated herein.
2. **ESA'S AND OES PART'S SHARES.** This Agreement shall also be binding upon the total shares issued by **ESA** (**ESA'S SHARES**) and **OES PART** (**OES PART'S SHARES**) that at any time are held by **STOCKHOLDERS**.
  - 2.1. This Agreement shall also be binding upon the bonus shares, either split or reverse split, related to **ESA'S** and **OES PART'S SHARES**.

- 2.2. STOCKHOLDERS shall not encumber, burden or pledge ESA'S and OES PART'S SHARES as security.
- 2.3. OES PART shall adjust the number of shares representing its capital stock so that it equals the number of BOUND COMMON SHARES held by STOCKHOLDERS.
- 2.3.1. Efforts shall be undertaken so that, within three (3) months as from this date, each STOCKHOLDER has the individual number of OES PART'S SHARES equal to the number of BOUND COMMON SHARES they hold.
3. **USUFRUCT.** STOCKHOLDERS wish to concentrate, at OES PART, the voting right entitled to all their current and future shares in ITAÚSA and ESA.
- 3.1. To this end, STOCKHOLDERS hold on to a 30-year usufruct, beginning on January 2, 2023, in favor of OES PART over current and future BOUND COMMON SHARES, of which they are the holders, and this period shall be automatically extended for the period during which this Agreement is effective (item 15), 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, STOCKHOLDERS establish usufruct in favor of OES PART over current and future ESA'S SHARES, of which they are the holders, for the equal period mentioned in item 3.1, with such usufruct comprising the voting right and 1.1% of equity rights (dividends, interest on capital and cash bonus).
4. **EXCHANGE AND DONATION OF SHARES.** Any STOCKHOLDER may offer BOUND COMMON SHARES, in exchange for preferred shares to, (i) descendants, (ii) siblings, (iii) ascendants, (iv) other family members of the same group, (v) other STOCKHOLDERS and (vi) to OES PART, all of which, in that order, shall be entitled to preemptive rights and state their intention to accept the exchange, subject to the following:
- a) between descendants or ascendants, the closest degree of kinship shall have priority over the most distant one;
  - b) in the event of more than one interested person with the same priority level, the lot of stock shall be prorated per person, except for other STOCKHOLDERS, referred to in item 4 (v), where shares shall be prorated proportionally to the OES PART'S BOUND COMMON SHARES held by the interested person;
  - c) descendants of a deceased person who, based on their priority level, would compete with other interested persons, under the terms of the main paragraph of this item 4, shall have the right of representation, i.e., per stirpes;
  - d) if any interested person does not wish to exchange the total quota to which they are entitled, the excess quota shall be prorated among the other interested persons with the same priority level, in the event of other interested person with these rights, and, in the event of no other interested person with these rights, the order mentioned in the main paragraph shall be followed;
  - e) preemptive rights are solely entitled to a person who, under the terms of this Agreement, is part or may become part of the STOCKHOLDING structure; and
  - f) interested persons of the same family group shall have thirty (30) days from the notice sent by the offeror to state they are willing to accept the exchange; in the event of offered lot of stock in excess, a new notice will be sent thirty (30) days in advance to the remaining STOCKHOLDERS to state their interest; in the event of a remaining excess, after this term has elapsed, the shares offered may be purchased in cash within five (5) business days by OES PART, based on the weighted average price of ITAÚSA's preferred shares in the last five (5) trading sessions of B3 S.A. - Brasil, Bolsa, Balcão (B3).
- 4.1. The BOUND COMMON SHARES offered will be exchanged for the same number of preferred shares issued by ITAÚSA.

- 4.1.1. The STOCKHOLDER that accepts the offer also has the option to purchase the BOUND COMMON SHARES offered by means of payment in cash, based on the weighted average price of ITAÚSA's preferred shares in the last five (5) trading sessions of B3.
- 4.1.2. The preferred shares received by the STOCKHOLDER that has exchanged their BOUND COMMON SHARES shall be unbound from this Agreement.
- 4.2. The offer of exchange of the BOUND COMMON SHARES must be necessarily accompanied by the offer for sale, in cash and in the same number of the shares offered, of ESA'S SHARES and OES PART'S SHARES held by the offeror, and this is the only event in which ESA'S SHARES and OES PART'S SHARES may be sold.
- 4.2.1. For the purposes of item 4.2, the value of the shares issued by ESA and OES PART will correspond to the ESA's and OES PART's equity value measured at market value, considering, to this end, the shares issued by publicly-held companies of which they are the holders, based on the weighted average prices of these shares in the last fifteen (15) trading sessions of B3.
- 4.3. BOUND PREFERRED SHARES in a number proportional to the BOUND COMMON SHARES no longer held by the offeror shall be unbound from this Agreement.
- 4.4. Any STOCKHOLDER may donate BOUND COMMON SHARES and BOUND PREFERRED SHARES, always as a joint donation and subject to the proportion between these shares in the portfolio of the same STOCKHOLDER, to their descendants, provided that the latter state their signing up to this Agreement, and the STOCKHOLDER shall make a joint donation of OES PART'S SHARES in the same number of the BOUND COMMON SHARES donated.
- 4.4.1. If donations are made without considering the proportion between BOUND COMMON SHARES and BOUND PREFERRED SHARES, STOCKHOLDERS shall undertake reasonable efforts to reestablish such proportion in future donations.
- 4.5. The STOCKHOLDER that no longer hold BOUND COMMON SHARES will no longer be part of this Agreement.
5. **BOUND PREFERRED SHARES.** STOCKHOLDERS shall keep the number of preferred shares as mentioned below, which may only be used for the exchange referred to in sub item 4.1:

STOCKHOLDERS	BOUND PREFERRED SHARES
PSN's family group	41,518,348
MAS's family group	24,290,887
OESJ's family group	41,518,348
ROES's family group	41,518,348
JLES's family group	41,518,348
AES's family group	41,518,348
RIES's family group	41,518,348

6. **BINDING OF PREFERRED SHARES AND REINVESTMENT OF DIVIDENDS AND INTEREST ON CAPITAL.** Unbound preferred shares held by STOCKHOLDERS shall become BOUND PREFERRED SHARES in a number equivalent to the BASELINE AMOUNT, which is composed of 50% of the amount of dividends or interest on capital (except for quarterly amounts) and 100% of the amount of dividends or interest on capital declared with the option of paying in the capital increase, in both cases attributed to the BOUND PREFERRED SHARES and to the BOUND COMMON SHARES in the number shown below (except in proportion to the capital increase with the issuance of common shares):

<b>STOCKHOLDERS</b>	<b>NUMBER OF COMMON SHARES</b>
<b>PSN's family group</b>	<b>86,763,391</b>
<b>MAS's family group</b>	<b>40,444,527</b>
<b>OESJ's family group</b>	<b>86,763,391</b>
<b>ROES's family group</b>	<b>86,763,391</b>
<b>JLES's family group</b>	<b>86,763,391</b>
<b>AES's family group</b>	<b>86,763,391</b>
<b>RIES's family group</b>	<b>86,763,391</b>

- 6.1. The amount of dividends or interest on capital declared with the option of paying in the capital increase, in the amount corresponding to the issue of common shares, shall be reinvested in the capital increase, and common shares subscribed this way shall be added to the number of shares mentioned in the table in the main paragraph of this item 6.
- 6.2. Any STOCKHOLDER holding unbound preferred shares may opt to reinvest the total or partial BASELINE AMOUNT in the acquisition of BOUND PREFERRED SHARES, as an alternative to the provision in the main paragraph of this item 6.
- 6.2.1. In the event any STOCKHOLDER holds no unbound preferred shares, this STOCKHOLDER will reinvest the BASELINE AMOUNT in the acquisition of BOUND PREFERRED SHARES.
- 6.2.2. If the STOCKHOLDER has an insufficient number of unbound preferred shares to meet the provision in the main paragraph of this item 6, the missing quantity will be supplemented by reinvesting the BASELINE AMOUNT to complete the necessary number.
- 6.3. The number of unbound preferred shares to be deemed as BOUND PREFERRED SHARES will correspond to the ratio of the division of the BASELINE AMOUNT by the average cost of acquisition of preferred shares on B3 S.A. Brasil, Bolsa, Balcão (B3) carried out under the terms stated in items 6.2, 6.2.1 and 6.2.2.
- 6.3.1. In the event no STOCKHOLDER opts to reinvest the total or partial BASELINE AMOUNT, the number of unbound preferred shares to be deemed as BOUND PREFERRED SHARES will correspond to the ratio of the division of the BASELINE AMOUNT by the average price of preferred shares on B3, on the payment date of dividends or interest on capital.
- 6.4. The percentages for reinvestment of the amount of dividends or interest on capital provided for in the main paragraph of this item 6 may be changed, in each of these events, upon a resolution of the Stockholders' Meeting, in accordance with item 7.3.11.
- 6.5. STOCKHOLDERS appoint Itaú Unibanco S.A. as their agent to use, to the extent required, the amounts of dividends or interest on capital referred to in the main paragraph of this item 6, to acquire, on behalf of the STOCKHOLDER, BOUND PREFERRED SHARES or to pay in capital, as applicable, as well as to provide the registration of the bond used to encumber previously unbound preferred shares.
- 6.5.1. In the event sub item 6.2 is applicable, STOCKHOLDERS shall notify their decision to Itaú Unibanco S.A. by means of a five (5) business-day prior notice.
- 7. STOCKHOLDERS' MEETING.** The STOCKHOLDERS shall meet whenever necessary (Stockholders' Meeting) for the purpose of informing and discussing matters of interest of OES PART, ESA and ITAÚSA and defining the guidelines for the business of ITAÚSA and companies of the conglomerate.

- 7.1. The decisions made at the Stockholders' Meeting shall be abided by all representatives of the STOCKHOLDERS at ESA's Stockholders' Meeting.
- 7.2. Any two (2) officers of OES PART are responsible for calling the Stockholders' Meeting so that it can be convened within no less than eight (8) days, unless all members are present.
- 7.3. The decisions shall be made by a majority of 60% of the votes, but the STOCKHOLDERS, whenever possible, shall seek a consensus in their decisions, in particular on the following matters:
  - 7.3.1. vision and value of the companies of the conglomerate;
  - 7.3.2. guidelines for environmental, social and cultural actions;
  - 7.3.3. transactions that imply dilution in the interests of STOCKHOLDERS in ITAÚSA;
  - 7.3.4. entry of ITAÚSA into new macro industries and departure from the current industries, whenever the amount of investment or divestment to be made represents over five percent (5%) of the latest individual equity disclosed by ITAÚSA;
  - 7.3.5. change in the policy of dividends and interest on capital of ESA, ITAÚSA and other companies in which ITAÚSA has an interest, with representatives on the Board of Directors (INVESTEES);
  - 7.3.6. guidelines of the indebtedness and risk policy of ITAÚSA and INVESTEES;
  - 7.3.7. appointment of representatives of the STOCKHOLDERS at ESA's Stockholders' Meetings;
  - 7.3.8. nomination of the representatives that the STOCKHOLDERS are entitled to nominate to ESA's Board of Officers, Family Council and Committee, IUPAR Itaú Unibanco Participações S.A.'s Board of Directors and Board of Officers, and the Boards of Directors of ITAÚSA, Alpargatas S.A., Dexco S.A. and Itaú Unibanco Holding S.A.
    - 7.3.8.1. In the event the holder of these positions is to be replaced, as a result of death or because they no longer meet the legal or statutory conditions to hold the position, the decision shall be made by an absolute majority of votes.
  - 7.3.9. voting guidance for representatives of STOCKHOLDERS (i) in the process for appointing the Chief Executive Officer and Chair of the Board of Directors of ITAÚSA and INVESTEES, as well as (ii) in the process for nominating ITAÚSA's representatives in management bodies and respective advisory committees of the INVESTEES, in accordance with Stockholders' Agreements;
    - 7.3.9.1. In the event the holder of these positions is to be replaced, as a result of death or because they no longer meet the legal or statutory conditions to hold the position, the decision shall be made by an absolute majority of votes.
  - 7.3.10. listing and delisting the capital of INVESTEES;
  - 7.3.11. change in the percentages for reinvestment of the amount of dividends or interest on capital provided for in the main paragraph of item 6; and
  - 7.3.12. change in the Bylaws of ESA and ITAÚSA on the following matters: purpose, capital increase (except for the capitalization of reserves) and decrease, management bodies and respective duties, dividends and interest on capital and other matters related to the other topics in this item 7.3.
- 7.4. Without prejudice to the provision in item 7.3, any resolutions on a matter contained in the agenda of General Stockholders' Meetings of ESA, ITAÚSA and INVESTEES, which, according to OES PART's Board of Officers may significantly affect the interest of the STOCKHOLDERS, shall be forwarded by this Board for prior approval of the Stockholders' Meeting.
- 7.5. The STOCKHOLDERS shall effectively use their power of control to guide and make their representatives in the management bodies and respective advisory committees of ESA, ITAÚSA and INVESTEES not to make any decision or practice any act that depends on a resolution of the Stockholders' Meeting while this resolution has not yet been made.
  - 7.5.1. The members appointed by the STOCKHOLDERS will be informed of the resolutions adopted by the Stockholders' Meeting and shall vote accordingly, provided that the above mentioned resolutions are observed.

**8. SUPPLEMENTARY APPLICATION OF THE ESA AGREEMENT.** The provisions of the ESA AGREEMENT apply, where applicable, to the BOUND COMMON SHARES and the ESA'S and OES

PART'S SHARES, which are the subject matter of this Agreement, especially with respect to the **ENCUMBRANCE OF SHARES, STOCKHOLDERS' MATRIMONIAL REGIME AND WILL, and SPECIFIC PERFORMANCE, APPLICABLE LAW AND ARBITRATION.**

- 8.1. The provisions to which this item 8 refers shall be deemed as incorporated in this Agreement should the effectiveness of the ESA AGREEMENT expire before the validity of this Agreement.
- 8.2. For arbitration purposes, the arbitration panel shall be made up of three (3) arbitrators fluent in both spoken and written Portuguese, two of them to be nominated by the majority of the STOCKHOLDERS and the third one to be jointly appointed by the first two (2) arbitrators. In the event no majority of STOCKHOLDERS is achieved or the first two arbitrators fail to reach an agreement about the nomination of the third arbitrator, the arbitrators shall be nominated by the Chairman of the Arbitration Panel.
9. **NOTICES.** Any notices or notifications addressed to the STOCKHOLDERS shall be sent, with proof of delivery, to the addresses and emails listed in OES PART's registers, which the STOCKHOLDERS agree to maintain up to date.
10. **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.
11. **FILING AND REGISTRATION.** This Agreement shall be filed at the head offices of OES PART, ESA and ITAUSA, which shall take the necessary steps to register it in the stock records.
12. **SUCCESSION.** This Agreement shall be binding upon the parties hereto and their respective heirs and successors.
13. **APPROVAL.** OES PART agrees with the provisions of this Agreement.
14. **POWERS OF ATTORNEY.** The powers of attorney granted in this Agreement are a condition of the business for the purposes of Article 684 of the Brazilian Civil Code.
15. **DURATION.** This Agreement shall be effective for the period set out in item 3 or the validity of the ESA AGREEMENT, whichever is longer.
16. **JURISDICTION.** The Parties hereto elect the Judicial District of the Capital City of the São Paulo State.
17. **TEMPORARY PROVISION.** The obligations under item 6 herein remain suspended by August 31, 2023.

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) Paulo Setúbal Neto; Carolina Marinho Lutz Setúbal; Júlia 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; 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. (consenting party) (undersigned) Alfredo Egydio Setubal and Roberto Egydio Setubal, Managing Officers. Witnesses: (undersigned) Abel Pinto Martins and Carlos Roberto Zanelato.