



G2D INVESTMENTS, LTD.

Class "A" foreign issuer - CVM No. 8019-5
CNPJ No. 38.307.135/0001-77
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Address of the Brazilian legal representative Avenida Brigadeiro Faria Lima, 4055, 8th floor, 04538133, São Paulo, SP

ISIN Code: BRG2DIBDR002
Code of Trading of BDRs in B3: G2DI
Sponsored Level III BDR Program filed with CVM under No. CVM/SRE/BDR/2021/021 on May 14, 2021

MATERIAL FACT

G2D INVESTMENTS, LTD. (B3: G2DI33) ("Company"), complying with the provided by the Brazilian Securities and Exchange Commission ("CVM") Resolution No. 44 of August 23, 2021, as amended ("CVM Resolution 44"), and the CVM Instruction No. 476 of January 16, 2009, as amended ("CVM Instruction 476"), informs to the holders of BDRs (as defined below) and the general market about the public offering of primary distribution with restricted efforts of certificates of deposit of shares to be issued by Banco Bradesco S.A. ("Depository Institution"), each one representing a Class A common share issued by the Company, with a par value of US\$0.001 ("Share"), all of them nominative, book-entry and without par value, free and clear of any liens or encumbrances, sponsored level III, pursuant to the terms of the CVM (Brazilian Securities and Exchanges Commission) Instruction No. 332 of April 4, 2000, as amended ("CVM Instruction 332" and "BDRs", respectively), to be distributed in Brazil ("Offering"), with the Partial Distribution being accepted (as defined below).

Corporate Approvals

The Offering and the authorization to perform all related acts required and the creation of the *Pricing Committee* (created by the Board of Directors of the Company solely for the Offering purposes, to be extinguished once the Offering is concluded, were approved by resolution from the Company's Board of Directors during meeting held on December 05, 2022.

Concerning the scope of the Offering, the Company will issue the Shares representing the BDRs that comprise the subject matter of the Offering excluding the preemptive rights from their current shareholders, pursuant to the terms of the article 76(e)(ii) of the Company's bylaws, within the limit approved by resolution from the Company's shareholders (*members' written resolution*) during meeting held according to the article 33 of the Company's bylaws.

The Price per BDR (as defined below) and the issuance of Shares represented by the BDRs comprising the subject matter of the Offering shall be approved upon resolution from the *Pricing Committee* during meeting to be held after the conclusion of the Bookbuilding

Proceeding (as defined below), within the limit authorized by the Company's shareholders, as provided above, and pursuant to the terms of the applicable legislation.

Offering

The Offering will initially consist in the primary public distribution of 26.315.790 BDRs (“Offering BDRs”), without prejudice to Additional BDRs (as defined below), with the Partial Distribution being accepted, in Brazil, in the non-organized over-the-counter market, under the coordination of Banco BTG Pactual S.A. (“Lead Underwriter”), pursuant to the “Coordination Agreement and Firm Guarantee for Settlement and Distribution with Restricted Efforts of Certificates of Deposit of Shares Representing Class A Common Shares Issued by G2D Investments, Ltd.”, to be executed between we and the Lead Underwriter (“Distribution Agreement”), pursuant to the terms of the Law No. 6385 of December 7, 1976, as amended (“Capital Market Law”), the CVM Instruction 332, the CVM Instruction 476, of the “ANBIMA Code of Regulation and Best Practices for the Structuring, Coordination and Distribution of Public Offers of Securities and Public Offers for Acquisition of Securities” currently in force, issued by the Brazilian Financial and Capital Markets Association – ANBIMA (“ANBIMA Code” and “ANBIMA”, respectively), and other applicable legal and regulatory, including the Circular Letter 087/2014-DP, issued by B3 on November 28, 2014 (“B3 Circular Letter 087/2014-DP”).

Additional BDRs

Until the date of conclusion of the Bookbuilding Proceeding, provided that the Partial Distribution has not occurred, at the Company's discretion and upon mutual agreement with the Lead Underwriter the quantity of Offering BDRs may be added in up to 100.00%, i.e., 26.315.790 BDRs, following the same conditions of the Offering BDRs and for the same Price per BDR (“Additional BDRs”).

Exclusion of the Preemptive Right and Concession of the Preemptive Right

Within the scope of the Offering, the Company shall issue the Shares represented by the Offering BDRs (including the Shares represented by Additional BDRs), excluding the preemptive rights from their current shareholders.

To ensure the current holders of the Company's BDRs take part in the Offering, they will be given priority (as defined in this below) to subscribe for up to all the Offering BDRs (including the Additional BDRs) in a quantity corresponding to the percentage of interest of said Holder on the Second Cut Date (as defined in this below) (“Right of First Refusal”) out of the total quantity of existing BDRs, i.e., 39.254.525 BDRs (“Existing BDRs”), according to the section “Information on the Offering – Offering Procedure – Primary Offering” of this Memorandum. The Offering BDRs (including the Additional BDRs) subscribed for within the scope of the Primary Offering (as defined in this below) will be paid for the Price per BDR.

The Preemptive Right will be granted exclusively to the Holders. Preemptive Rights will not be granted to holders of Shares or holders of Class B common shares issued by the Company.

The current holders of Shares will not be entitled with the Right of First Refusal to subscribe for any Offering BDRs (including the Additional BDRs).

No Right of First Refusal belonging to the Holders shall be negotiated or assigned to any third parties, even if it is another Holder.

Rights, Advantages and Restrictions of Shares and BDRs

The BDRs will grant their holders the same rights, advantages and restrictions conferred to the current holders of Shares, under the terms of Bermuda legislation and the Company's by-laws, including:

- the exercise of the voting rights at the Company's shareholders' meeting, through instruction to the Depository Institution, in relation to the following matters: (i) revocation, change or amendment to articles 2.1, 4.2, 11.7, 15, 35, 39, 40, 41, 74 or 76 of the Company's bylaws, or the inclusion of any new provisions that may affect, modify or change the rights of holders of Shares, as described below; and (ii) always in conjunction with Class B common shares, voting as a single class: (a) authorization by the Board of Directors to issue any Shares, of any class, within the authorized capital limit; (b) election of independent directors, pursuant to Article 35 of the Company's bylaws; (c) approval of the signature, amendment, termination or waiver of any right relating to a contract or agreement entered into with a controlling shareholder, whether directly or through an affiliate, except for the agreements entered into prior to the initial offering of the Company's shares and any stock option agreement, employment agreement or non-compete agreement with the Company's directors or officers that have been approved by the Audit and Compliance Committee or the Board of Directors; (d) approval of the remuneration of the Board of Directors' members pursuant to Article 41 of the Company's bylaws; and (e) approval of the acquisition of the Company by any person through a merger or incorporation, unless such acts do not require the approval of the Company's shareholders under the Bermuda laws (i.e. when it is a transaction between us and a wholly-owned subsidiary); and
- the right to receive the earnings, in the form of dividends or other distributions, declared by the Company, from the date of completion of the Bookbuilding Proceeding, on equal terms with the Shares, the Class B common shares issued by the Company, and the Existing BDRs, and the right to participate in the Company's net assets, in the event of its liquidation, on equal terms with the Shares, the Class B common shares issued by the Company, and the Existing BDRs.

The holders of BDRs may find it difficult to exercise their rights, as these rights must be exercised through the Depository Institution. Aspects related to the exercise of rights as holders of BDRs are regulated in Clause 3.16 of the "Provision of Services Agreement from the Issuing and Depository Bank of Brazilian Depositary Receipt (BDRs)", executed on September 4, 2020, as amended on November 16, 2020, between Company and a Depository Institution. In turn, the Depository Institution represents the holders of the BDRs through the "*Custody Agreement*", entered into on August 16, 2007, between the Depository Institution and the Custodian Institution.

Below is a brief description of the restrictions regarding the ownership of BDRs, which each investor should consider before making a decision to invest in the BDRs. This description is simply illustrative, hence why each investor should read the Reference Form prepared under the terms of the CVM Resolution No. 80, of March 29, 2022, as amended ("Reference Form"), before making a decision to invest in the BDRs.

For further information about the risks related to the rights, advantages and restrictions of the BDRs, see the following risk factors in section "4.1. Description of Risk Factors related to the Offering, our Class A common shares, and our BDRs" of the Reference Form: (i) "*We may amend our deposit agreement in relation to the BDRs and the rights of BDR holders without approval of the BDR holders.*"; (ii) "*Holders of BDRs will not be able to exercise their voting rights as readily as a shareholder holding Class A common shares.*"; (iii) "*B3's current rules do not allow foreign companies, such as our company, to be listed in B3's differentiated corporate governance practices segments and, therefore, holders of our BDRs and Class A common shares will not benefit from the corporate governance practices imposed by the standards for segments of differentiated corporate governance practices at B3.*"; and (iv) "*We*

may discontinue listing our BDRs on B3 and/or cancel our registration as a foreign issuer with CVM.” and in section “4.1 Description of Risk Factors - Risks related to the Status of Foreign Issuer”, of the Reference Form: (i) “We are a Bermuda company and the investor may have difficulties in enforcing judgments against us or our members of the Board of Directors.”; (ii) “Bermuda legislation is different from the legislation in force in Brazil and may grant less protection to shareholders.”; (iii) “We are not subject to the protections that apply to shareholders of a Brazilian company and we are not required to pay any statutory minimum dividends.”

For further information about the rights, advantages and restrictions of Shares and BDRs, see sections “4.8.d. Rules of the country of origin and the country in which the securities are held in custody – events in which the holders of securities will have preemptive rights in the subscription of shares, securities backed by shares or securities convertible into shares, as well as the respective conditions for exercising this right, or cases in which this right is not guaranteed, if applicable” and “18. Securities” of the Reference Form.

Restrictions Related to the Voting Rights

Holders of BDRs are not and will not be considered the Company’s shareholders (i.e., they will not appear in the registry of shares issued by us as holders of shares issued by the Company) and will not have rights conferred to the shareholders indicated in the registry of shares issued by the Company, in accordance with the Bermuda laws. Holders of BDRs will have the right to instruct the Depository Institution on how the vote linked to the respective Share should be made, subject to the restrictions indicated above. The Depository Institution will be informed of any shareholders’ meetings to be held and the Depository Institution will notify the holders of BDRs, requesting voting instruction from each holder of BDR in connection with the shares underlying the BDRs, to be sent within the period set forth by the Depository Institution.

Restrictions Related to the Earnings

Any dividends paid by us and received by the Company and received by The Bank of New York Mellon – BNYM, through its London branch (“Custodian Institution”), and then paid by the Custodian Institution and received by the Depository Institution in connection with the shares deposited in custody with the Custodian Institution will be paid by the Depository Institution to the respective holder of BDR, subject to the rates of the Depository Institution and Custodian Institution and any other applicable rates and deduction due to taxes. The holders of BDRS, under contractual agreements of BDRs, will be actually placed in the same economic position of shareholders (as if they were shareholders).

Our bylaws and the laws of Bermuda establish that our management may, at the management’s deliberation, authorize the distribution of our profits as dividends, on date and amount deemed adequate, if they are reasonably convinced that immediately after the distribution of such dividends our assets will continue to exceed our liabilities and that we will continue to be able to meet our obligations as they become enforceable.

Preemptive Right

After being informed about the granting of the Preemptive Right to subscribe the Offering BDRs (including the Additional BDRs), the Depository Institution will notify the holders of BDRs and B3 about the granting of this right, requesting the holders of BDRs to express their interest in exercising the right to dispose of it, and the Company is responsible for disclosing this fact to the Brazilian market as provided for in the applicable regulations, informing the Depository Institution (directly or through the Custodian Institution) of other information related to the exercise of the Preemptive Right, such as (i) the issue price of the new BDRs; (ii) the period of exercise of the Preemptive Right; (iii) the deadline for BDR holders to express

themselves before the Depository Institution; (iv) treatment of any leftovers; and (v) other information that has been disclosed abroad.

Restrictions to the Trading of Securities Subject to Lock-up

During the period of 90 days from the signature date of the Distribution Agreement, we, under the terms of the Distribution Agreement, may not, directly or indirectly through any of its affiliates, perform any of the following transactions with respect to any Shares or BDRs, any securities convertible or exercisable into shares or BDRs or other portions of the Company's capital ("Lock-up Securities"): (i) issue, offer, sell, contract for sale, pledge or otherwise dispose of the Lock-up Securities; (ii) issue, offer, sell, contract the sale, contract the purchase or subscription or grant any subscription option, right or warrant to purchase the Lock-up Securities; (iii) enter into any derivative transaction or other transaction or arrangement that is designed or reasonably likely to lead to or result in a sale, loan, pledge or other disposal (whether by the Company or someone other than we) or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-up Securities, (iv) file or present, or cause to be filed or presented, including any confidential filing, a registration statement, prospectus or supplement of prospectus (or an amendment or supplement) pursuant to the Brazilian law; or (v) publicly announce the intention to carry out any transaction or share referred to in items (i) to (iv), in each case without the prior authorization in writing of the Lead Underwriter, except for the BDRs in connection with the Offering.

During a period of 90 days from the signature date of the Distribution Agreement, certain shareholders of the Company, namely, GPIC, LLC., Spice Private Equity (Bermuda) Ltd., Spice Private Equity (Delaware), LLC, GP Cash Management Ltd., and GPCM II, LLC, under the terms of the respective restriction agreements relating to the Lock-up Securities ("Lock-up Agreements"), may not, directly or indirectly through any of its affiliates, without the prior authorization in writing of the Lead Underwriter, perform any of the following operations with respect to any Lock-up Securities: (i) issue, offer, sell, contract for sale, pledge, lend, grant any subscription option, right or warrant to sell or buy, make any short sale or otherwise lend or dispose or grant any rights with respect to any Lock-up Securities, whether directly or indirectly owned or newly issued or held by such person on the signature date of the Distribution Agreement, or subsequently acquired (including, but not limited to, Lock-up Securities that may be deemed proprietary and beneficiary of such person pursuant to the rules and regulations of CVM, or any other applicable laws or regulations or which may be issued upon the exercise of any Lock-up Securities) by such person; (ii) enter into any derivative transaction or other transaction or arrangement that is designed or reasonably likely to lead to or result in a sale, loan, pledge or other disposition (whether by such person or someone other than such person) or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-up Securities, regardless of whether such operation or agreement (or instrument provided therein) would be settled by delivery of Lock-up Securities, in cash or otherwise; or (iii) file or present, or cause to be filed or presented, including any confidential filing, a registration statement, prospectus or prospectus supplement (or an amendment or supplement) in accordance with the Brazilian law; or (iv) publicly announce the intention to carry out any operation or act defined in items (i) to (iii), except (a) as bona fide gifts; (b) as provisions for any trust for the direct or indirect benefit of such person and/or such person's immediate family; (c) to any of its affiliates or if such transfer is made as a distribution to its partners, members, shareholders or holders of similar equity interests in such person in a private transaction; (d) if such transfer is pursuant to a will or under descent laws or pursuant to legislation on the effects of a domestic order or divorce settlement; or (e) with the prior authorization in writing of the Lead Underwriter, provided that in each of (a), (b) and (c) above, (A) prior to any transfer, the recipient agrees in writing with the Lead Underwriter to be bound by the terms of the respective Lock-up Agreement and confirms to be in compliance with its terms since its execution to the extent applicable; (B) any transfer, disposition or distribution

does not involve a disposition of amount; and (C) no filing by any party (donor, grantee, distributor, assignor or assignee) under Brazilian, United States or other applicable law is required or is voluntarily made in connection with any transfer, disposition or distribution (other than a filing subsequent to the expiration of the above period).

The sale or the perception of a possible sale of a substantial volume of the Shares or BDRs may adversely affect the trading value of the Shares and BDRs. For more information on the risks related to the sale of a substantial volume of Shares and BDRs, see section “4.1. Description of Risk Factors – Risks Related to the Offering, our Class A common shares and BDRs – The sale or the perception of a possible sale of a substantial volume of the Class A Common Shares or BDRs, including by GP Investments or its Affiliates after this Offering, may adversely affect the market price of our Class A Common Shares and BDRs in the Secondary Market. Besides, to the extent that made by a shareholder, these sales will not result in an increase of capital for us.”, in the Reference Form.

For additional information about restrictions on trading BDRs (lock-up), see item “18.12 Securities – Other relevant information” of the Reference Form.

Price per BDR

The price per BDR of the Offering (“Price per BDR”) will be established after the conclusion of the bookbuilding process to be performed along with the Professional Investors (as defined below), in Brazil, by the Lead Underwriter, pursuant to the terms of the Distribution Agreement, based on (i) the closing price of the BDRs at B3; and (ii) suggestions of interests based on the quality and quantity of demand (per volume and price) for the Offering BDRs collected with the Professional Investors; and (iii) the investment commitment of the Company’s controlling shareholders, as described in the item “Investment Commitment of the Controlling Shareholders” (“Bookbuilding Proceeding”).

On December 05, 2022, the closing price of the BDRs at B3 was R\$2,66 per BDR, a merely indicative amount of the Price per BDR, which may substantially vary for a higher or lower price, depending on the conclusion of the Bookbuilding Proceeding. Based on such indicative Price per BDR at B3, the total amount of the Offering would be (i) R\$70.000.001,00, considering the placement of all of the Offering BDRs, without considering the Additional BDRs, and R\$140.000.002,80, considering the placement of all the Offering BDRs and the Additional BDRs.

The Price per BDRs will not indicate the prices to be charged in the secondary market after the Offering has been concluded, and it may vary for a higher or lower amount after the conclusion of the Bookbuilding Proceeding.

The criterion used to determine the Price per BDR is justified by the fact that the Price per BDR will be calculated based on the result of the Bookbuilding Proceeding, which reflects the value the Professional Investors will submit for their investment intentions within the context of the Offering and the price of the BDRs at B3. Therefore, the issuance of Shares represented by the Offering BDRs based on such criteria of price determination shall not promote an unjustified dilution for the Company's shareholders.

In the Bookbuilding Proceeding, the demand from the Professional Investors will be considered based on the distribution plan previously agreed between the Company and the Lead Underwriter, pursuant to the terms of the Distribution Agreement, and that follow the Company’s goals given the Offering.

The Holders only taking part in the Primary Offering shall not take part in the Bookbuilding Proceeding and cannot discuss the determination of the Price per BDR.

Within the scope of the Institutional Offering (as defined below), it will be accepted the participation of Professional Investors who are, pursuant to the terms of the article 55 of the CVM Instruction No. 400 of December 29, 2003, as amended (“CVM Instruction 400”), and the

article 2, item XII of the CVM Resolution No. 35 of May 26, 2021, as amended, (i) controlling shareholders or managers of the Company or other people related to the Offering as well as their spouses or partners, parents, children and second-degree relatives; (ii) controlling shareholders or managers of the Lead Underwriter; (iii) employees, operator and other agents of the Lead Underwriter directly involved with structuring the Offering; (iv) autonomous agents providing services to the Lead Underwriter; (v) other professionals who, along with the Lead Underwriter, have executed services agreements directly related to the intermediation or operational support activities concerning the Offering; (vi) companies directly or indirectly controlled by the Lead Underwriter, provided that directly involved in the Offering; (vii) companies directly or indirectly controlled by people related to the Lead Underwriter, provided that directly involved in the Offering; (viii) spouse or partner and underage children of the people mentioned in the items (ii) to (v) above; and (ix) investment clubs and funds out of which most of the units belong to Related Persons, unless if discretionarily managed by third parties who are not Related Persons (jointly referred to as “Related Persons”), in the process to determine the Price per BDR, upon their participation in the Bookbuilding Proceeding. Investments made by the persons referred to in article 48 of CVM Instruction 400, (i) for protection (hedge) in operations with derivatives contracted with third parties, with the Shares or BDRs as a reference (including total return swap operations), provided that such third parties are not Related Persons; or (ii) considering that the other exceptions provided for in article 48, item II, of CVM Instruction 400 are permitted pursuant to article 48 of CVM Instruction 400 and will not be considered investments made by Related Persons. The conduction of such operations may represent a significant portion of the Offering. The participation of Professional Investors that are Related Persons in the Bookbuilding Proceeding may have adversely impacted the composition of the Price per BDR and the investment in the BDR of the Offering (including the Additional BDRs) by Professional Investors that are Related Persons may promote the decrease of the BDRs liquidity in the secondary market, mainly as a result of the BDRs to be subscribed under the investment commitment of the Company’s controlling shareholders, as described in the item “Investment Commitment of the Controlling Shareholders”. Total return swap and hedge transactions may influence the demand and the price of our common shares.

Pursuant to CVM Instruction No. 530, of November 22, 2012, as amended, the subscription of Offering BDRs (including the Additional BDRs) by investors who have performed short sales of BDRs on the date of definition of the Price per BDR is prohibited and in the five trading sessions that precede it, with all Reserve Requests for the Primary Offering (as defined below) and investment intentions from said investors automatically cancelled. In this case, any amount deposited by the Holders shall be fully returned without interest or monetary adjustment, not reimbursing any costs incurred and deducting, if that is the case, the amounts from any incidental taxes within three business days counted as of the date of cancellation. Short sales are those performed by investors who are not holders of BDRs or which ownership results from a loan or another equivalent agreement. Any short sales and acquisitions of BDRs made on behalf of a certain investor or through any other means which investment decision is subject to their influence shall be deemed as transactions of the same investor. Investment funds which investment decisions are made by the same manager will not be deemed as made by a single investor for purposes of this paragraph provided said transactions concern the respective investment policies of each fund. The prohibition provided by this paragraph does not apply to the following cases: (i) transactions made by legal entities acting as market makers for BDRs, as defined in the specific rule; and (ii) transactions later covered by means of acquisition in the market of a total quantity of BDRs corresponding to the outstanding amount in up to two trading sessions before the date the Price per BDR is determined.

Regime of Placement and Firm Settlement Guarantee

All the BDRs from the Offering (including the Additional BDRs) will be placed by the Lead Underwriter in a firm settlement guarantee regime, pursuant to the terms of the Distribution Agreement (“Firm Settlement Guarantee”). The Firm Settlement Guarantee is binding as of the

conclusion of the Bookbuilding Proceeding, the signing of the Distribution Agreement and fulfillment of the other conditions provided therein.,

The Lead Underwriter will have up to two business days counted as of the date of disclosure of the material fact informing the Price per BDR (“Placement Period”), to carry out the public placement of the Offering BDRs (including the Additional BDRs).

If the Offering BDRs (including the Additional BDRs) actually subscribed by investors have not been fully paid in on the Settlement Date, the Lead Underwriter will pay in, on the Settlement Date, (i) any balance resulting from the difference between (a) all Offering BDRs (including the Additional BDRs); and (b) the number of Offering BDRs (including the Additional BDRs) actually paid in by investors on the Settlement Date; (ii) multiplied by Price per BDR.

If the Lead Underwriter eventually subscribes to Offering BDRs (including the Additional BDRs) through the exercise of the Firm Settlement Guarantee and is interested in selling such Offering BDRs (including the Additional BDRs) earlier than, whichever takes place firstly (i) the date the notice of closing of Offering has been sent to CVM; and (ii) the conclusion of the period of six months counted from the beginning of the Bookbuilding Proceeding, according to the provisions of article 8A of CVM Instruction 476, the sale price of such Offering BDRs (including the Additional BDRs) will be the market price of BDRs, limited to the Price per BDR.

Partial Distribution

Partial distribution within the scope of the Offer will be allowed, pursuant to article 5-A of CVM Instruction 476, combined with the provisions of articles 30 and 31 of CVM Instruction 400, provided that the minimum amount of 9.271.524 BDRs is observed (“Minimum Offering Amount”), subject to the provisions of this Material Fact (“Partial Distribution”). The Partial Distribution may occur as a result of reaching the Offering amount equivalent to the maximum amount of the investment commitment of the Company’s controlling shareholders, as described in the item “Investment Commitment of Controlling Shareholders”.

The total amount of BDRs may, however, exceed the Minimum Offering Amount due to market demand to be determined through the Bookbuilding Procedure. **If the Partial Distribution is verified, there will be no deadline for withdrawal, or for modification of the Primary Offering Reserve Request and investment intentions.**

If there is no demand for the subscription of the Minimum Offering amount until the date of conclusion of the Bookbuilding Proceeding, the Offering will be cancelled, with all Primary Offering Reserve Requests and investment intentions automatically cancelled. In this case, the amounts eventually deposited by the Holders and the Professional Investors must be fully returned without interest or adjustment for inflation, without reimbursement of costs incurred and with deduction, if applicable, of the amounts related to taxes eventually levied, within the period three business days from the date of disclosure of the cancellation. In case of cancellation of the Offering, the Lead Underwriter and we will not be responsible for any losses and damages incurred by the potential investors.

Target Audience

The Offering will be carried out firstly and exclusively for the Holders, within the scope of the Primary Offering; and, if there are Offering BDRs (including the Additional BDRs) remaining after the Primary Offering has been completed, the Offering will be made to professional investors, as defined by the article 11 of the CVM Resolution No. 30 dated May 11, 2021, as amended, residing and domiciled or headquartered in Brazil and that also certify in writing that they are professional investors by submitting their own certificates (“Professional Investors”), limited to a maximum of 75 Professional Investors and the subscription of the Offering BDRs

(including the Additional BDRs) limited to a maximum of Professional Investors, pursuant to article 3 of CVM Instruction No. 476.

The limits set above do not apply to subscriptions from Holders within the scope of the Primary Offering. The Investment funds and securities portfolios whose investment decisions are made by the same manager were deemed a single Professional Investor, pursuant to article 3, paragraph 1, of the CVM Instruction No. 476.

Proceeding of the Offering

Primary Offering

The total Offering BDRs (including Additional BDRs) will be allocated primarily to the Holders who wish to exercise their Preemptive Right in accordance with the procedure below (“Primary Offering”):

- I. holders of BDRs: (a) at the end of the day December 05, 2022, after the market closing (“First Cut Date”), according to the custody position in the Depository Center of Assets of B3 (“Depository Center”) and the Depository Institution; and (b) at the end of the day December 13, 2022, after the market closing (“Second Cut Date”), according to the custody position in the Depository Center and the Depository Institution, according to the Proportional Subscription Limit (as defined below) and provided they remain as Holders of BDRs on the Second Cut Date, will be considered holders of BDRs, for purposes of participation in the Primary Offering and, therefore, the Holders will be entitled to participate in the Primary Offering (“Holders”);
- II. negotiation or assignment, in whole or in part, of the Preemptive Rights of the Holders to any third parties, including between the Holders themselves, will not be admitted;
- III. exclusively for the period from December 07, 2022, inclusive, to December 14, 2022, inclusive (“Reserve Period of the Primary Offering”), each of the Holders interested in participating in the Primary Offering must make a reservation request for Offering BDRs (including the Additional BDRs), which will be irrevocable and irreversible after the end of the Reserve Period of Primary Offering, except for the provisions in the item “Partial Distribution” above, in this item and items X, XVI, XVII, and XIX below, upon filling a specific form (“Primary Offering Reserve Request”) with a single custodian agent holding the access authorization for custody of assets at B3, duly qualified to exercise the Preemptive Right concerning the public offer of shares with restricted efforts, pursuant to the terms of the B3 Circular Letter 087/2014 DP (“Custodian Agent”), with no limits to the investments, complying with the respective Proportional Subscription Limit. The Holders may define, in the Reserve Period of Primary Offering, a maximum price per BDR of the Offering (including the Additional BDRs) as a condition for the effectiveness of the Reserve Period of Primary Offering, not subject to subsequent confirmation, provided that, if the Price per BDR is defined at an amount higher than the amount established by the Holder, the respective Reserve Period of Primary Offering will be automatically canceled by the Custody Agent that received it and the respective Offering BDRs (including the Additional BDRs) will be allocated to Professional Investors under the Institutional Offering. Holders who do not establish, in the Primary Offering Reservation Request, a maximum price per BDR of the Offering (including the Additional BDRs) as a condition for the

effectiveness of their Primary Offering Reservation Request, must subscribe to the BDRs allocated to the Price per BDR, which may vary substantially upwards or downwards, depending on the conclusion of the Bookbuilding Procedure and especially considering the provisions of the investment commitment of the Company's controlling shareholders, as described in the item "Investment Commitment of the Controlling Shareholders". The Holders must define, in the Reserve Period of the Primary Offering, the number of Offering BDRs (including the Additional BDRs), considering the respective Proportional Subscription Cap. The Custody Agents will only respond to Primary Offering Reservation Requests made by holders of accounts opened or maintained by the respective Holder;

- IV. considering that the number of Offering BDRs may be increased by the Additional BDRs and, consequently, the Proportional Subscription Cap of each Holder may increase if there is such an increase, the Holders who indicate in the respective Primary Offering Reservation Request the interest in the subscription of all Offering BDRs to which they are entitled without considering the placement of Additional BDRs will be diluted if there is such an increase;
- V. The Holders interested in making Primary Offering Reservation Request are recommended to (a) read carefully (y) the terms and conditions defined in the Reserve Period of Primary Offering, specifically the procedures relating to the settlement of the Offering and the mandate clause, whereby, when carrying out the Reserve Period of Primary Offering, the Holder will automatically appoint the Custody Agent that has received the respective Reserve Period of Primary Offering its attorney-in-fact; and (z) the information contained in this Material Fact; (b) verify with the Custody Agent, before carrying out the respective Reserve Period of Primary Offering, if, at its sole discretion, the funds must be maintained in an account opened and/or maintained, for purposes of guarantee of the Reserve Period of Primary Offering; (c) contact the Custody Agent of to obtain further information on the period defined by the Custody Agent for carrying out the Reserve Period of Primary Offering or, if applicable, to take the appropriate measures to carry out the registry or update such registry, however the case may be, with the Custody Agent in a timely manner to allow the Reserve Period of Primary Offering to be carried out, during the Reserve Period of Primary Offering, according to the operational procedures adopted by each Custody Agent and the procedures set forth in B3 Circular Letter 087 /2014 DP and this Material Fact; (d) if the BDRs are held in custody at the Depository Institution, make sure that the respective records are updated at the Depository Institution, considering the procedures for the Primary Offering described herein; and (e) if the BDRs are held in custody on B3, make sure that the respective records are updated at one of the Custody Agents, according to the procedures for the Primary Offering described herein. The Custody Agents will act with the strict purpose of complying with the Preemptive Right of the Holders and, under no circumstances, the Custody Agents are authorized to sell or place the Offering BDRs (including the Additional BDRs);
- VI. before submitting their Primary Offering Reservation Requests, Holders who are not resident and domiciled or headquartered in Brazil must certify that there are no legal or regulatory restrictions in their respective jurisdictions that prevent or restrict their participation in the Primary Offering, being responsible for of such Holders to determine the regularity of their participation in the Primary Offering
- VII. each of the Holders who carry out a Reserve Period of Primary Offering within the Reserve Period of Primary Offering will be assured to subscribe to the Offering BDRs (including the Additional BDRs) up to the proportional limit of

participation of such Holder in the total amount of the existing BDRs in Second Cut Date. Each BDR owned by the Holder on the Second Cut Date will entitle the Holder to subscribe, for each BDR it holds at least (a) (x) 0,236190 BDR, if any Minimum Offering Amount is placed; and (y) 0,670389 BDR, if all the Offering BDRs is placed, without considering the Additional BDRs; and (b) a maximum of 1,340777 BDR, if all the Offering BDRs and the Additional BDRs are placed (“Proportional Subscription Cap”, disregarding fractions, considering that apportionment will not be carried out within the scope of the Primary Offering;

- VIII. if the number of Offering BDRs (including the Additional BDRs) indicated by the Holders in their respective Reserve Requests of the Primary Offering, subject to the respective Proportional Subscription Limits, is sufficient to subscribe all of the BDRs of Offering (including the Additional BDRs), there will be no BDRs from the Offering (including the Additional BDRs) to be allocated to the Professional Investors, within the scope of the Institutional Offering. However, if, after the completion of the Primary Offering, there are BDRs of the Offering (including the Additional BDRs) not allocated in the Primary Offering, such BDRs of the Offering (including the Additional BDRs) will be directed exclusively to the Professional Investors, within the scope of the Institutional Offering;
- IX. the request for subscription of surplus in the Primary Offering is not authorized; therefore, the Holders who wish to subscribe to Offering BDRs (including the Additional BDRs) in number greater than their respective Proportional Subscription Cap may participate in the Institutional Offering, if they are Professional Investors, provided that in conformity with the conditions applicable to the Institutional Offering;
- X. given the possibility of Partial Distribution, pursuant to article 5-A of CVM Instruction 476, combined with the provisions of article 31 of CVM Instruction 400, the Holders must indicate in the Primary Offering Reservation Request their option to subject their Primary Offering Reservation Request to the distribution (a) of the total number of Offering BDRs (without considering the Additional BDRs); or (b) a number equal to or greater than the Minimum Offering Amount, and if, once reached, it wants to subscribe (i) all the BDRs indicated in their Primary Offering Reservation Request up to the Proportional Subscription Cap; or (ii) the ratio between the number of the Offering BDRs (not considering Additional BDRs) effectively distributed and the total number of the Offering BDRs (not considering Additional BDRs), applied to the number of BDRs indicated in their Primary Offering Reservation Request up to Proportional Subscription Cap. If there is no indication in item (a) or (b) above, interest in receiving all the BDRs indicated in the Primary Offering Reservation Request up to the Proportional Subscription Cap will be assumed, as the Holder had indicated the option in subparagraph (b)(i). If item (b) above is indicated but item (b)(i) or item (b)(ii) above is not indicated, interest in receiving all of the BDRs indicated in the Primary Offering Reservation Request up to the Proportional Subscription Cap will be assumed, as if the Holder had indicated the option in (b)(i). **ADDITIONALLY, IN CASE OF PARTIAL DISTRIBUTION, THERE WILL BE NO DEADLINE FOR WITHDRAWAL OR MODIFICATION OF THE PRIMARY OFFERING RESERVATION REQUEST.** In the event of a Partial Distribution and the Holder ticks item (a) above, the respective Primary Offer Reservation Request will be automatically cancelled, and the amounts deposited will be returned without interest or monetary restatement, without reimbursement and with deduction, if applicable. as the case may be, the amounts related to the taxes that may be levied, within

three business days from the cancellation of the respective Primary Offering Reservation Request; in the event of Partial Distribution and the Holder ticks item (b)(ii) above, the amounts deposited in excess will be returned without interest or monetary restatement, without reimbursement and with deduction, if applicable, of the amounts related to taxes levied, within three business days from the Settlement Date;

- XI. until 4:00 p.m. on the business day subsequent to the date of disclosure of the material fact communicating the Price per BDR, each Holder will be informed by the Custody Agent that it has received the respective Reserve Period of Primary Offering, through its respective electronic address or, at his/her absence, by telephone or correspondence, the Settlement Date, the number of Offering BDRs (including the Additional BDRs) allocated, the Price per BDR and the amount of the respective investment, considering that, in any case, the amount of investment will be limited to that indicated in the respective Reserve Period of Primary Offering up to the Proportional Subscription Cap, and that, if the ratio between the investment amount and the Price per BDR results in a fraction, the investment amount will be limited to the amount corresponding to the greater whole number, disregarding fractions;
- XII. until 10:00 a.m. on the Settlement Date, each Holder that has carried out the Reserve Period of Primary Offering must pay, in cash and in immediately available resources, in Brazilian reais, the amount indicated in item X above to the Custody Agent that has received the respective Reserve Period of Primary Offering, unless otherwise required by such Custody Agent;
- XIII. on the Settlement Date, the Custody Agent that has received the respective Reserve Period of Primary Offering will deliver, through B3, the Offering BDRs (including the Additional BDRs) allocated to the respective Holder that has carried out the Reserve Period of Primary Offering, in accordance with the procedures provided for in the Distribution Agreement, upon payment of the amount provided for in item XI above;
- XIV. the subscription of the Offering BDRs (including the Additional BDRs) will be documented through B3's registration system; therefore, the submission of a subscription bulletin is waived, pursuant to CVM Resolution 27 of April 8, 2021, as amended ("CVM Resolution 27"), considering that the Reserve Period of Primary Offering is the document by which the Holder will accept to participate in the Offering, subscribe and pay in the Offering BDRs (including the Additional BDRs) allocated to the Holder;
- XV. the Custody Agent that will comply with the Reserve Period of Primary Offering must, within the period and in the amounts established by B3, under the terms of B3 Circular Letter 087/2014 DP, make a deposit of guarantees to qualify for the Primary Offering ("Security Deposit"), providing the necessary guarantees so that the Reserve Period of Primary Offering can be settled;
- XVI. in the event that a particular Custody Agent does not make the Security Deposit, the Reserve Requests for the Primary Offering received by such Custody Agent will be cancelled, and we, the Lead Underwriter and B3 will not be liable for any losses, demands or damages incurred by the Holder that has undertaken its Reserve Period of Primary Offering with such Custody Agent;
- XVII. in the event that a particular Custody Agent undertakes the Security Deposit partially, the Reserve Requests of the Primary Offering received by such Custody Agent that have not been guaranteed will be canceled by the Custody Agent, in which case we, the Lead Underwriter and B3 will not be responsible for any losses, claims or damages incurred by the Holder whose Reserve Period of Primary Offering has not been guaranteed pursuant to this item. In the event

that the Custody Agent does not cancel the Reserve Requests of the Primary Offering whose values have not been guaranteed under the terms of this item, in the manner and within the period determined by B3, pursuant to B3 Circular Letter 087/2014 DP, all Reserve Requests of the Primary Offering made by such Custody Agent will be cancelled, and we, the Lead Underwriter and B3 will not be responsible for any losses, demands or damages incurred by the Holder who has performed the Reserve Period of Primary Offering with such Custody Agent;

- XVIII. in the events provided for in this Material Fact, including those provided by the item “Partial Distribution” above and the items III, X, XVI, and XVII above, the Holder who has their Primary Offering Reserve Request cancelled (a) will not participate in the Primary Offering; and (b) the amounts eventually deposited by such Holder must be fully returned by the Custody Agent that has received the respective Reserve Period of Primary Offering, without interest or adjustment for inflation, not subject to reimbursement of costs incurred and with deduction, if applicable, of the amounts related to taxes eventually levied, within three business days from the cancellation of the respective Reserve Period of Primary Offering; and
- XIX. if the Offering is not concluded or in case of termination of the Distribution Agreement or cancellation or revocation of the Offering, all Reserve Requests of the Primary Offering will be canceled and the Custody Agent that has received the respective Reserve Period of Primary Offering will communicate to the respective Holder the cancellation of the Offering, which may occur upon disclosure of material fact. If the Holder has already made the payment under the terms of item XII above, the deposited amounts must be fully returned without interest or adjustment for inflation, without reimbursement of costs incurred and with deduction, if applicable, of the amounts related to taxes eventually levied, within three working days from the communication of cancellation of the Offering. In case of cancellation of the Offering, the Lead Underwriter and/or we will not be responsible for any losses and damages incurred by the potential investors.

Institutional Offering

After complying with the Preemptive Right, within the scope of the Primary Offering, the remaining Offering BDRs (including the Additional BDRs) will be allocated to the Professional Investors, through the Lead Underwriter (“Institutional Offering”).

Within the scope of the Institutional Offering, if the investment intentions obtained during the Bookbuilding Proceeding exceed the total remaining Offering BDRs (including the Additional BDRs) after the Primary Offering is completed, the Lead Underwriter will give priority to the Professional Investors who, at the sole discretion of the Lead Underwriter and the Company, best meet the Offering's purpose of creating a diversified base of investors, comprised of investors with different criteria for evaluating the Company's expectations, its sector of activity and the Brazilian and international macroeconomic situation, according to the provisions of the distribution plan prepared by the Lead Underwriter, which takes into account its relationships with customers and other commercial or strategic issues.

The subscription of the Offering BDRs (including the Additional BDRs) will be documented through B3's registry system, therefore, the submission of a subscription bulletin is waived, pursuant to CVM Resolution 27, considering that (a) the subscription of the Offering BDRs (including the Additional BDRs) by certain Professional Investors is exempt from the presentation of an acceptance document of the Offering; and (b) in the case of Professional Investors who are not covered by the waiver of presenting an acceptance document for the Offering, pursuant to CVM Resolution 27, the subscription of Offering BDRs (including the

Additional BDRs) must be documented through a document of acceptance of the Offering by such Professional Investor, to be carried out with the Lead Underwriter, which, at least, (i) will contain the subscription and payment conditions of the Offering BDRs (including the Additional BDRs); (ii) will clarify that the partial distribution of the Offering was accepted, subject to the Minimum Offering Amount; (iii) will clarify the condition of Related Person (or not) to the Offering; and (iv) will contain a declaration that it obtained a copy of the Offering Memorandum (Term of Acceptance).

Investment Commitment of Controlling Shareholders

The Company's controlling shareholders expressed interest in subscribing and paying in the number of BDRs corresponding to, at least, the respective interests in the Company's capital stock, with no price limit per BDR, so as not to be diluted, upon (i) the formalization of Primary Offering Reservation Request, within the scope of the Primary Offering, observing their respective Proportional Subscription Caps; and/or (ii) subscription and payment of BDRs within the scope of the Institutional Offering, subject to the maximum subscription amount of up to R\$70.000.000,00 (seventy million Reais) established by the Company's controlling shareholders who made said commitment.

No BDRs Price Stabilization

There will be no procedure for stabilizing the price of the BDRs after the Offering is carried out and, consequently, the price of the BDRs in B3's secondary market may vary significantly after the Offering..

Term of Distribution of the Offering

For the purposes of the Offering, the distribution term of the Offering BDRs (including the Additional BDRs) corresponds to the Placement Period, as provided in the item "Regime of Placement and Firm Settlement Guarantee" above.

Settlement Date

The physical and financial settlement of the Offering BDRs (including the Additional BDRs) must be carried out up to the last day of the Placement Period ("Settlement Date"), according to the procedures provided by the Distribution Agreement.

Estimated Offering Schedule

Below is the estimated schedule for the main steps of the Offering:

N.º	Events	Performance Date/ Estimated Date⁽¹⁾
	Meeting of our Board of Directors approving the performance of the Offering	12/05/2022
	First Cut Date of the Primary Offering	
1.	Disclosure this Material Fact on the performance of the Offering Commencement of the presentation for potential investors ⁽²⁾ Commencement of Bookbuilding Proceeding	
2.	Commencement of the Reserve Period of Primary Offering	12/07/2022
3.	Second Cut Date of the Primary Offering	12/13/2022
4.	Closing of Reserve Period of the Primary Offering	12/14/2022
	Closing of the presentation for potential investors (<i>roadshow</i>)	12/15/2022
	Closing of the Bookbuilding Proceeding	
	Determination of the Price per BDR	
5.	Meeting of our Pricing Committee approving the Price per BDR and the approval of our capital increase. Execution of Distribution Agreement and other contracts related to the Offering.	

N.º	Events	Performance Date/ Estimated Date ⁽¹⁾
Disclosure of the material fact communicated by the Price per BDR		
6.	Commencement of the trading of the Offering BDRs (including the Additional BDRs) at B3	12/19/2022
7.	Settlement Date	12/20/2022
8.	Limit Date to send the communication of closing of the Offering to CVM	12/26/2022

⁽¹⁾ Dates estimated for future events are indicative only and are subject to amendments, suspensions, extensions and advances without prior notice, at the discretion of the Company and the Lead Underwriter. In the event of change of circumstances, revocation or change to the Offering, such schedule may be changed.

(2) The presentations to potential investors (roadshow) will occur in Brazil.

Costs of the Offering

Fees and expenses incurred in connection with the Offering, including expenses for attorneys, consultants, auditors and advertising, will be paid exclusively by the Company, pursuant to the Distribution Agreement.

For further information about the Costs of the Offering, refer to item “18.12. Securities – Other Relevant Information” of the Company’s Reference Form.

Allocation of Funds

The Company intends to invest all the net proceeds obtained through the Offering (considering the Additional BDRs) to (i) make new investments and acquisitions; and (ii) pay any debts and general expenses.

For further information about the allocation of funds from Primary Offering, refer to item “18.12. Securities – Other Relevant Information” of the Company’s Reference Form.

Capitalization

For information about the Offering impacts on the capitalization of the Company, check item “18.12. Securities – Other Relevant Information” of the Company’s Reference Form.

Dilution

The Holder (i) not exercising the Preemptive Right within the scope of the Primary Offering; or (ii) exercising the Preemptive Right within the scope of the Primary Offering subscribing Offering BDRs (including the Additional BDRs) below the respective Proportional Subscription Limit; or (iii) with their Primary Offering Reserve Request cancelled pursuant to the terms described in this Material Fact will be diluted.

For further information on the dilution resulting from the capital increase within the scope of the Offering, check item “18.12. Securities – Other Relevant Information” of the Company’s Reference Form.

Inadequacy of the Offering

Offering is not permitted to investors who are not Professional Investors, other than Holders, within the scope of the Primary Offering. The decision to invest in the Offering BDRs (including the Additional BDRs) requires specific experience and knowledge that allow the investor a detailed analysis of the Company’s business, its market, and the risks inherent to the Company’s business, which may even cause the full loss of the amount invested. It is recommended that the Holders and Professional Investors interested in participating in the

Offering consult their lawyers, accountants, financial consultants, and other professionals that they deem necessary to assist them in evaluating the risks inherent to our Company and to the investment in Offering BDRs (including the Additional BDRs).

Investment in share deposit certificates represents a risk investment, given that it is an investment in variable income restricted, by the applicable regulations, to a limited number of Professional Investors and, therefore, Holders and Professional Investors who intend to invest in the Offering BDRs (including the Additional BDRs) are subject to equity losses and risks, including those related to the BDRs, the Company, the sector in which we operate, the Company's shareholders, and the macroeconomic environment in Brazil and abroad, and which should be carefully considered before making an investment decision. Investment in the Offering BDRs (including the Additional BDRs) is therefore not suitable for Holders and Professional Investors who are averse to risks related to the volatility of the capital market or liquidity.

Additional Information

The Holder who wishes to participate in the Primary Offering must register or, if already registered, make sure that its registration is up to date with the Custody Agent, with which it wishes to carry out its Reserve Period of Primary Offering.

Each Holder will be responsible for taking the appropriate measures to carry out the registration or update its registration, as the case may be, with the Custody Agent in a timely manner to allow the effectiveness of its Reserve Period of Primary Offering, subject to the procedures of each Custody Agent and those set forth in the Material Fact of the Offering. The Custody Agents will act with the strict purpose of assisting the Holders in the Primary Offering, and under no circumstances will they be able to carry out any type of effort to sell or place the Offering BDRs (including the Additional BDRs), since the Offering is intended exclusively for Professional Investors, with Holders only being ensured priority in the subscription of the Offering BDRs (including the Additional BDRs), pursuant to CVM Instruction 476.

Holders who wish to participate in the Primary Offering will be subject to the rules and internal procedures of the respective Custody Agents, custodians, representatives of non-resident investors, and B3, in particular the rules and standards applicable to the Depositary Center, and the Lead Underwriter, B3, and we are not responsible for any losses, claims, damages, or obligations arising from the failure by Holders to comply with the requirements for participation in the Primary Offering established in the Material Fact of the Offering.

This Material Fact is merely information and shall not in any way be deemed a recommendation of investments in the BDRs of Offering (including the Additional BDRs), or an offer for subscription of any securities from the Company. By deciding to invest in the Offering BDRs (including the Additional BDRs), the Holders and potential investors must undertake their own analysis and assessment of the Company's financial condition, activities and risks resulting from investments in BDRs.

The Offering is automatically waived from registration with the CVM, referred to Article 19 of the Capital Market Law, pursuant to the provisions of article 6 of CVM Instruction No. 476, on account of being a public distribution offering with restricted selling efforts.

The Offering was not and will not be subject to prior analysis by CVM, ANBIMA, or any regulatory or self-regulatory entity. After forwarding the Communication of the Offering closing notice to CVM, ANBIMA will register the Offering, in accordance with ANBIMA Code.

We will not be able to carry out another public offering of BDRs with restricted efforts, under the terms of the CVM Instruction No. 476, within the period of four (04) months from the closing date of the Offering, unless the new offering is submitted for registration at CVM.

Additionally, Holders may not subscribe for the Offering BDRs (including the Additional BDRs) within the scope of the Primary Offering if such subscription violates the laws of the

jurisdiction in which the Holder is domiciled or requires the Holder's registration under any legislation other than the Brazilian. Each Holder is responsible for reviewing and determining its eligibility to participate in the Primary Offering under the legislation of its jurisdiction.

THE COMPANY RECOMMENDS THAT THE HOLDERS AND POTENTIAL INVESTORS INTERESTED IN TAKING PART IN THE OFFERING CAREFULLY AND ATTENTIVELY READ THE TERMS AND CONDITIONS OF THIS MATERIAL FACT, ESPECIALLY THE PROCEDURES ON PAYMENT AND DETERMINATION OF PRICE PER BDR, THE SETTLEMENT OF THE PRIMARY OFFERING, AND THE PARTIAL DISTRIBUTION, AS WELL AS THE COMPANY'S REFERENCE FORM PROVIDING THE ADDITIONAL AND SUPPLEMENTARY INFORMATION TO THIS MATERIAL FACT, INCLUDING BUT NOT LIMITED TO THE RISK FACTORS DESCRIBED IN THE ITEMS "4. RISK FACTORS", "17. CAPITAL STOCK" AND "18. SECURITIES" BEFORE MAKING ANY INVESTMENT DECISIONS.

The Company will keep the holders of BDRs and the market informed about the development of the Offering by means of a notice to the market or material fact published on the websites of CVM (www.cvm.gov.br), B3 (www.b3.com.br) and the Company (ri.g2d-investments.com).

December 05, 2022.

Carlos Estellita Cavalcanti Pessoa Filho
Chief Investors Relations Officer