

RAIA DROGASIL S.A.
(a Publicly-Held Company)
CNPJ No. 61.585.865/0001- 51
NIRE 35.300.035.844

**MINUTES OF THE EXTRAORDINARY MEETING OF THE BOARD OF
DIRECTORS
HELD ON APRIL 19, 2024**

- 1. DATE, TIME, AND VENUE:** Held at 10:00 a.m. (ten o'clock) on April 19, 2024, by videoconference under the bylaws of Raia Drogasil S.A. ("Company"), headquartered in the City of São Paulo, State of São Paulo, at Avenida Corifeu de Azevedo Marques, nº 3.097, Vila Butantã, CEP 05.339-900.
- 2. CALL AND ATTENDANCE:** The call was waived due to the attendance of all the members of the Company's Board of Directors.
- 3. BOARD:** The meeting was chaired by Mr. Antonio Carlos Pipponzi and Mr. Elton Flávio Silva de Oliveira as secretary.
- 4. AGENDA:** To approve and resolve on: (1) the carrying out of the 9th (ninth) issuance of simple, non-convertible, unsecured debentures, in a single series, of the Company, in the total amount of R\$ 600.000.000,00 (six hundred million Reais) ("Issuance" and "Debentures", respectively), pursuant to article 59, §1, of Law No. 6.404, of December 15, 1976, as amended ("Brazilian Corporation Law"), purpose of the public distribution offer with restricted distribution efforts, pursuant to Law No. 6.385, of December 7, 1976, as amended, of the Brazilian Securities and Exchange Commission ("CVM") Instruction No. 160, of January 13, 2022, as amended, the other applicable legal and regulatory provisions ("Offer"), and article 8, item "(n)" of its Bylaws, as well as its main characteristics and conditions; (2) the execution, by the Company, of any and all instruments required for the issuance of the Debentures, as well as any necessary amendments, including, but not limited to, the following agreements: (2.i) the "Private Indenture of the 9th (ninth) Issuance of Simple Debentures, Not Convertible into Shares, of the Unsecured Type, in a Single Series, for Public Distribution with Restricted Efforts, by Raia Drogasil S.A." ("Indenture") to be entered into between the Company and Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários, as fiduciary agent and representative of the community of the Debenture holders ("Fiduciary Agent" and "Debenture Holders", respectively), as well as any necessary amendments thereto; and (2.ii) the "Agreement for the Coordination and Public Distribution of Simple Debentures, Not Convertible into Shares, of the Unsecured Type, in a Single Series, of the 9th (ninth) Issuance of Raia Drogasil S.A.", to be entered into between the Company and some institutions that are part of the distribution of securities to be contracted to carry out the Offer ("Underwriters" and "Distribution Agreement", respectively), as well as any

amendments that may be necessary; (3) express authorization for the Executive Board and the other legal representatives of the Company to perform any and all acts, negotiate the final conditions, take any and all actions and adopt all necessary measures to: (3.i) the formalization, implementation, and administration of the resolutions in these minutes for the issuance of Debentures and carrying out the Issuance and the Offer, as well as the execution of any and all instruments related to the Issuance and the Offer, including, but not limited to: (i) the Indenture, as well as any necessary amendments thereto; (ii) the Amendment to the Indenture; and (iii) the Distribution Agreement, as well as any necessary amendments thereto; (3.ii) the formalization and implementation of hiring the Underwriters, as financial institutions that are part of the securities distribution system, legal advisors, and other service providers necessary for the implementation of the Issuance and the Offer, including, but not limited to, the settlement agent, the bookkeeper, the Fiduciary Agent, the independent auditor, the Risk Rating Agency (as defined below), among others, having the powers, for this purpose, to negotiate and sign the respective contracting instruments and any amendments thereto, as well as set their fees, as applicable; (3.iii) obtaining the registrations inherent to the Issuance, the Offer, and the Debentures from government agencies, public or private entities; and (3.iv) authorization for the publication of these minutes as provided for in article 130, §2, of the Brazilian Corporation Law; and (4) ratification of all acts already performed by the Board of Executive Officers and other legal representatives of the Company concerning the above matters.

5. RESOLUTIONS: After analyzing and discussing the matters on the agenda, by unanimous vote, and without any reservations or restrictions, the members of the Board of Directors:

- (1)** approved, pursuant to paragraph 1 of article 59 of the Brazilian Corporation Law, the Issuance and implementation of the Offer, with the following characteristics and conditions:
 - (a)** Issuance Number: this Issuance constitutes the 9th (ninth) issuance of debentures by the Company;
 - (b)** Issuance Total Amount: the total amount of the Issuance will be R\$ 600.000.000,00 (six hundred million Reais), on the Issuance Date (as defined below);
 - (c)** Number of Debentures: six hundred thousand (600.000) Debentures will be issued;
 - (d)** Series Number: the Issuance will be carried out in a single series;
 - (e)** Issuance Date: for all legal purposes and effects, the issuance date of the Debentures will be the one to be defined in the Indenture (“Issuance Date”);

- (f)** Profitability Start Date: for all legal purposes and effects, the profitability start date will be the First Payment Date (as defined below);
- (g)** Unit Par Value: The Unit Par Value of the Debentures shall be one thousand reais (R\$1,000.00), on the Issuance Date (“Unit Par Value”).
- (h)** Use of Proceeds: The net proceeds obtained by the Issuer through the Debentures shall be allocated to increase the Issuer’s working capital.
- (i)** Method, Type, and Proof of Ownership: the Debentures will be issued in registered and book-entry form, without the issuance of certificates, and, for all legal purposes, the ownership of the Debentures will be proven by the statement of Debentures issued by the bookkeeper and, additionally, concerning the Debentures that are electronically held in custody at B3 S.A. – Brasil, Bolsa, Balcão – Balcão B3 (“B3”), as the case may be, will be issued by this statement on behalf of the Debenture Holder, which will serve as proof of ownership of such Debentures;
- (j)** Convertibility: the Debentures shall be simple, that is, not convertible into shares issued by the Company;
- (k)** Type: the Debentures shall be unsecured, pursuant to article 58, caput, of the Brazilian Corporation Law, without guarantee and preference;
- (l)** Subscription Price and Payment Method: the subscription price for each of the Debentures, on the First Payment Date, will correspond to the Unit Par Value, and, if the Debentures are paid on more than one date, the subscription price for the Debentures that are paid in after the First Payment Date will correspond to the Unit Par Value, as applicable, plus the Yielding, calculated from the First Payment Date to the date of effective subscription and payment, using 8 (eight) decimal places, without rounding (“Subscription Price”), provided that the Debentures may be placed at a premium or discount, at the sole discretion of the Underwriters, which will be applied equally to all subscription Debentures and paid in on the same payment date, pursuant to article 61 of CVM Resolution 160, provided that the Offer price is Unique, as well as the provisions of the Indenture. The Debentures may be subscribed and paid in, in the primary market, on one or more dates, with the “First Payment Date” of the Debentures being considered, for the purposes of the Indenture, the date of the first subscription and payment of the Debentures. Payment of the Debentures will be made in cash, at the time of subscription (“Payment Date”), and according to B3 procedures, in an amount corresponding to the Subscription Price, with financial settlement being carried out through B3.

- (m) Term and Maturity Date: subject to the terms and conditions to be established in the Indenture, the Debentures will have a maturity term of 7 (seven) years from the Issuance Date, therefore maturing on a date to be defined in the Indenture;
- (n) Preemptive Right: there will be no preference for the subscription of the Debentures by the current shareholders or direct or indirect controllers of the Company
- (o) Scheduled Renegotiation: the Debentures will not be subject to scheduled renegotiation;
- (p) Amortization of the Unit Face Value: without prejudice to payments resulting from possible early maturity of the obligations arising from the Debentures, from any Optional Total Early Redemption, any early redemption resulting from the Total Early Redemption Offer, any Optional Extraordinary Amortization or any Optional Acquisition, with the cancellation of all the Debentures, under the terms to be provided for in the Indenture, the balance of the Unit Face Value will be amortized in 2 (two) consecutive installments, on the payment dates to be defined in the Indenture;
- (q) Debentures Monetary Restatement and Yielding: (q.1) the Unit Par Value will not be restated for inflation; and (q.2) interest will be levied on the Unit Par Value or the balance of the Unit Par Value, as the case may be, corresponding to 100% (one hundred percent) of the accumulated variation of the average reference rates for interbank deposits in Brazil – Certificates of Interbank Deposit – DI over extra group of one day calculated and disclosed by B3, in the daily newsletter available on its website (http://www.b3.com.br/pt_br/) expressed as a percentage and calculated daily as compounded capitalization, based on a year of 252 (two hundred and fifty-two) Business Days, exponentially compounded, plus a spread to be defined in the Bookbuilding Procedure, according to item below and, in any case, limited to a maximum of 0.65% (point sixty-five percent) per year, based on a year of 252 (two hundred and fifty-two) Business Days (“Yielding”). The Yielding will be calculated exponentially and cumulatively *pro-rata temporis* per Business Days elapsed, levied on the Unit Par Value or the balance of the Unit Par Value, as the case may be, from the First Payment Date or the immediately preceding Yielding Payment Date (as defined below), as the case may be, until the respective Yielding Payment Date immediately following. The Yielding will be calculated according to the formula that will be provided in the Indenture;
- (r) Yielding Payment: without prejudice to charges resulting from any early maturity of the obligations arising from the Debentures, any Optional Total Early Redemption, any early redemption resulting from the Total Early Redemption Offer, any Optional Extraordinary Amortization or any Optional Acquisition, with the cancellation of all the Debentures, under the terms to be provided for in the Indenture, the Yielding will

be paid semiannually, on the payment dates to be defined in the Indenture (“Yielding Payment Date”);

- (s) **Optional Acquisition:** the Company may, at any time, acquire Debentures, subject to the provisions of article 55, paragraph 3, of the Brazilian Corporate Law provided that in compliance with any rules issued by the CVM, and such fact shall, if so required by applicable legal provisions and regulations, be referred to in the Issuer’s management report and financial statements. The Debentures acquired by the Company under the Indenture may, at the Company’s discretion, be cancelled, remain in the Issuer’s Treasury, or restored to the market, subject to the restrictions imposed by CVM Resolution 77, of March 29, 2022, as amended. The Debentures purchased by the Issuer to be held in treasury under the Indenture, if and when restored to the market, shall be entitled to the same Yielding applicable to other Debentures.
- (t) **Place of Payment:** the payments to which the Debentures are entitled will be made by the Company on the respective maturity using, as the case may be: (t.1) the procedures adopted by B3, for the Debentures held in electronic custody at B3; and/or (t.2) the procedures adopted by the settlement agent, for Debentures that are not electronically held in custody at B3. Those who are Debenture Holders at the end of the Business Day immediately preceding the respective payment date will be entitled to receive any amount due to the Debenture Holders under the terms of the Indenture;
- (u) **Extension of Deadlines:** the deadlines related to the payment of any obligation to be provided for in the Indenture shall be extended to the 1st (first) subsequent Business Day if the due date coincides with a day other than a Business Day, and no additions will be levied on the amounts to be paid. For the purposes of this Issuing RCA and the Indenture, “Business Day(s)” shall mean: (i) regarding any financial obligation carried out through B3, including for calculation purposes, any day that is not a Saturday, Sunday, or a national holiday; (ii) regarding any financial obligation that is not carried out through B3, any day on which commercial banks in the City of São Paulo, State of São Paulo, are open and other than Saturday, or Sunday; and (iii) regarding any non-financial obligation to be provided for in the Indenture, any day other than a Saturday or Sunday, or a public holiday in the City of São Paulo, State of São Paulo;
- (v) **Late Payment Charges:** if the Company fails to pay any amount due to the Debenture Holders, overdue debts not paid by the Company will be subject to, regardless of notice, summons, or judicial or extrajudicial notice, (i) the respective Yielding, calculated pro-rata temporis from the date of the respective default until the date of the actual payment; (ii) default interest of 1% (one percent) per month, calculated pro-rata temporis from the date of default to the date of actual payment; and (iii) arrears penalty of a non-compensatory nature of 2% (two percent) (“Late Payment Charges”);

- (w) Total Optional Early Redemption: subject to fulfillment of the conditions to be provided for in the Indenture, the Company may, at its sole discretion, carry out, at any time from a given date to be defined in the Indenture (inclusive), the optional early redemption of all the Debentures (the partial optional early redemption is prohibited, according to item (y) below), with the consequent cancellation of such Debentures (“Total Optional Early Redemption”). The amount to be paid regarding each of the Debentures subject to the Total Optional Early Redemption will be the Unit Face Value or the balance of the Unit Face Value, as the case may be, plus the Yielding, calculated pro-rata temporis from the First Payment Date or the immediately preceding Yielding Payment Date, as the case may be, until the date of the actual payment and the respective Late Payment Charges, if applicable (“Total Optional Early Redemption Amount”), plus a premium, which cannot be negative, levied on the Total Optional Early Redemption Amount, as well as Late Payment Charges, if any, according to the formula to be provided for in the Indenture. The other terms and conditions regarding the Total Optional Early Redemption will be those to be provided for in the Indenture.
- (x) Partial Optional Early Redemption: Partial optional early redemption of the Debentures will not be allowed.
- (y) Total Early Redemption Offer: at any time from the Issuance Date, the Company may carry out, at its sole discretion, the total early redemption offer of the Debentures, addressed to all Debenture Holders, being assured to all Debenture Holders, without distinction, equality of conditions to accept the redemption of the Debentures held by them, under the terms to be established in the Indenture and the applicable legislation, including, but not limited to, the Brazilian Corporation Law (“Total Early Redemption Offer”). The amount to be paid to Debenture Holders who adhere to the Total Early Redemption Offer will be equivalent to the Unit Face Value or the balance of the Unit Face Value, as the case may be, plus (i) the Yielding, calculated pro-rata temporis, from the First Date of Payment or the Yielding Payment Date immediately preceding, as the case may be, until the date of the actual redemption, and the respective Late Payment Charges, if applicable, and (ii) any redemption premium to be offered to the Debenture Holders, at the sole discretion of the Company, which cannot be negative.
- (z) Optional Extraordinary Amortization: subject to the fulfillment of the conditions to be provided for in the Indenture, the Company may, at its sole discretion, carry out at any time from a given date to be defined in the Indenture (inclusive), and with prior notice to the Debenture Holders, under the terms to be established in the Indenture, or by means of a written communication addressed to each Debenture Holder, with a copy to the Fiduciary Agent, at least 4 (four) Business Days before the event date, extraordinary amortizations (“Optional Extraordinary Amortization”) of the Unit Face Value or the balance of the Unit Face Value, as the case may be, upon payment of a

portion of the Unit Face Value or the balance of the Unit Face Value, as the case may be, to be amortized, limited to 98% (ninety-eight percent) of the Unit Face Value or the outstanding balance of the Unit Face Value, plus the Yielding, calculated pro rata temporis, from the First Payment Date or the immediately preceding Yielding Payment Date, as the case may be, until the date of the actual payment and the respective Late Payment Charges, if applicable (“Optional Extraordinary Amortization Amount”), plus a premium, which shall not be negative, levied on the Optional Extraordinary Amortization Amount to be amortized, as well as Late Payment Charges, if any, calculated according to the formula to be provided for in the Indenture (“Optional Extraordinary Amortization Premium”). The other terms and conditions of the Optional Extraordinary Amortization will be those to be provided for in the Indenture;

- (aa)** Early Maturity Events: the Fiduciary Agent shall consider all obligations provided in the Indenture early and automatically due and require the immediate payment, by the Company, of the Unit Face Value or the balance of the Unit Face Value, as the case may be, plus the Yielding, calculated pro-rata temporis from the First Payment Date or the immediately preceding Yielding Payment Date, as the case may be, until the date of actual payment, without prejudice to the payment of Late Payment Charges, when applicable, and any other amounts that may be owed by the Company under the Indenture, regardless of notice, summons, or notification, judicial or extrajudicial, upon knowledge of the occurrence of the Events to be provided for in the Indenture. Additionally, the Fiduciary Agent shall call, upon knowledge of the occurrence of any of the Non-Automatic Early Maturity Events (to be defined in the Indenture), within 2 (two) Business Days from the date of such knowledge, a General Debenture Holders’ Meeting under the terms and conditions to be provided for in the Indenture, to resolve on any non-declaration of early maturity of the Debentures;
- (bb)** Deposit for Distribution, Trading, and Electronic Custody: the Debentures will be deposited for (i) public distribution in the primary market through the MDA – Asset Distribution Module, managed and operated by B3, with the distribution being financially settled by B3; and trading in the secondary market through CETIP21 – Bonds and Securities, managed and operated by B3, with the Debentures being financially settled through B3 and the Debentures held in electronic custody at B3;
- (cc)** Risk Rating: the Company undertakes, under the terms to be established in the Indenture, to maintain contracted, throughout the effectiveness of the Debentures, Standard & Poor’s Ratings do Brasil Ltda., Fitch Ratings Brasil Ltda., or Moody’s América Latina Ltda. (“Risk Rating Agency”) to assign and update the risk rating of the Debentures; and

(dd) Other Issuance Characteristics: the other terms and conditions of the Issuance and the Debentures will be provided in the Indenture.

(2) the execution, by the Company, of any and all instruments necessary for the issuance of the Debentures and the implementation of the Issuance and the Offer, as well as any amendments that may be necessary, including, but not limited to, the following instruments: (2.i) the Indenture, as well as any amendments that may be necessary; and (2.ii) the Distribution Agreement, as well as any amendments that may be necessary.

(3) expressly authorize the Executive Board and the other legal representatives of the Company to perform any and all acts, negotiate the final conditions and take any and all actions and adopt all necessary measures for: (3.i) the formalization, implementation, and management of the resolutions of these minutes for the issuance of Debentures and implementation of the Issuance and the Offer, as well as the execution of any and all instruments related to the Issuance and the Offer, including, but not limited to: (i) the Indenture, as well as any necessary amendments thereto; (ii) the Amendment to the Indenture, without the need to hold a Debenture Holders' General Meeting and/or any additional corporate approval by the Company; and (iii) the Distribution Agreement, as well as any necessary amendments thereto; as well as the execution of any other instrument necessary or recommended for the implementation of the Issuance and the Offer (such as powers of attorney, notifications, notices, amendments to said instruments and other related instruments); (3.ii) the formalization and contracting of the Underwriters, as financial institutions that are party of the securities distribution system, legal advisors, and other service providers necessary for the implementation of the Issuance and the Offer, including, but not limited to, the settlement agent, the bookkeeper, the Fiduciary Agent, the independent auditor, the Risk Classification Agency, among others, having the powers, for this purpose, to negotiate and sign the respective contracting instruments and any amendments thereto, as well as set fees, as applicable; (3.iii) obtaining the records inherent to the Issuance, the Offer, and the Debentures from government agencies, public or private entities; and (3.iv) authorization for the publication of these minutes as provided for in article 130, §2 of the Brazilian Corporation Law.

(4) ratification of all acts already performed by the Board of Executive Officers and other legal representatives of the Company concerning the resolutions above.

6. CLOSING: There being no further business to discuss, the work was closed, and these minutes were drawn up, in summary form, which, having been read and found to be correct, was signed by all attendees. Chairman of the Board: Mr. Antônio Carlos Pipponzi. Secretary: Sr. Elton Flávio Silva de Oliveira. Directors: Antonio Carlos Pipponzi; Carlos Pires Oliveira Dias; Cristiana Almeida Pipponzi; Paulo Sergio Coutinho Galvão Filho; Plínio

Villares Musetti; Renato Pires Oliveira Dias; Eduardo Azevedo Marques de Alvarenga; Denise Soares dos Santos; Marco Ambrogio Crespi Bonomi; Philipp Paul Marie Povel; and Sylvia de Souza Leão Wanderley.

These minutes are a true copy of those drawn up in the proper book, and their filing in the Board of Trade and subsequent publication is authorized, pursuant to article 142, §1, of the Brazilian Corporation Law.

São Paulo, April 19, 2024

Elton Flávio Silva de Oliveira
Secretary