

RAIA DROGASIL S.A.

National Register of Legal Entities (CNPJ/MF) No. 61.585.865/0001-51
State Registration (NIRE) 35.300.035.844

MANUAL FOR SHAREHOLDERS' PARTICIPATION

**Extraordinary General Meeting
to be held on November 06, 2024**

October 4, 2024

RAIA DROGASIL S.A.

CNPJ/MF No. 61.585.865/0001-51
NIRE 35.300.035.844

EXTRAORDINARY GENERAL MEETING TO BE HELD ON NOVEMBER 06, 2024

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Message from Management

Dear Shareholder,

Raia Drogasil S.A. ("Company"), a company listed at Novo Mercado da B3 S.A. – Bolsa, Brasil, Balcão ("B3") is pleased to invite you to participate in its Extraordinary General Meeting ("Meeting", or "EGM"), called to be held on November 06, 2024, at 3:00 p.m., at the principal place of business of the Company, at Avenida Corifeu de Azevedo Marques, n° 3.097, Butantã, in the Capital City of the State of São Paulo.

As reported in the Governance Report delivered in July 2024, and aligned with our commitment to adopt differentiated practices of Corporate Governance, we prepared this Manual, the purpose of which is to present, in a clear and brief manner, the proposals to be discussed in the AGE, as well as the procedures necessary to ensure your attendance and participation.

We inform that, if there still remains any doubt in relation to the information disclosed, further clarifications may be obtained through the email juridico.societario@rdsaude.com.br and/or ri@rdsaude.com.br.

Finally, the Management of the Company states that the EGM will be held in person, at the Company's principal place of business, but stresses that the shareholders may exercise their voting right remotely, through the remote voting ballot, made available on this date.

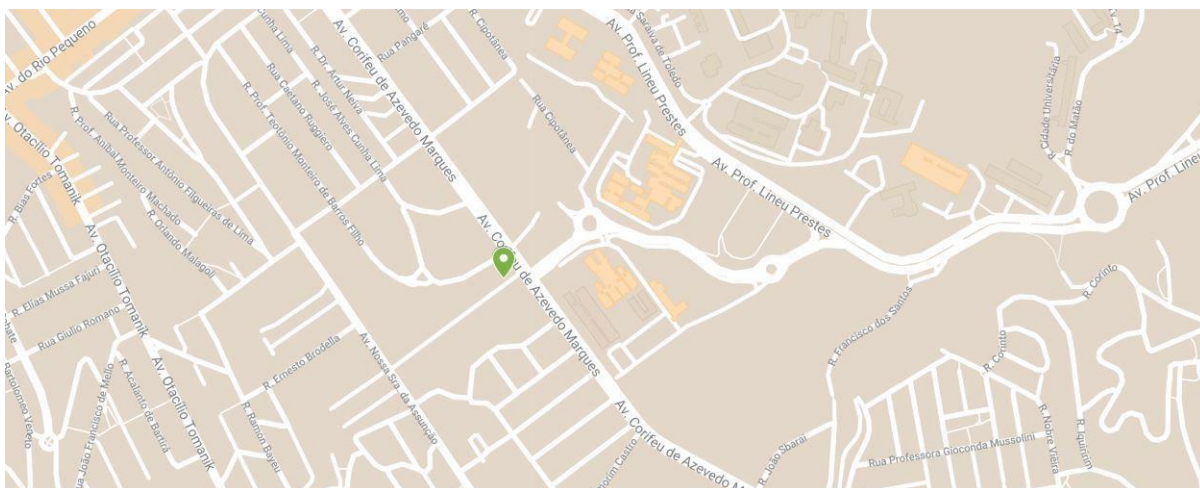
Agenda of the Extraordinary General Meeting

The proposals presented below will be submitted to the examination of the Shareholders. More information on the proposals is available on the exhibits section of this Manual, on the Relationship with Investors website of the Company (<https://ri.rdsaude.com.br/>) and on the site of the Brazilian Securities and Exchange Commission (<http://www.cvm.gov.br/>).

- (i)** Approval of the First Amendment to the Company's Restricted Shares Plan, approved at the Extraordinary General Meeting held on September 15, 2020.

Place of the General Meeting

The General Meeting will be held on November 06, 2024, at 3:00 p.m., at the principal place of business of the Company, located at Avenida Corifeu de Azevedo Marques, n° 3.097, Butantã, in the Capital City of the State of São Paulo, as highlighted in the map below.



As mentioned before, the EGM will be held in person, at the Company's principal place of business, but the Management highlights that the shareholders may exercise their voting right remotely, through the remote voting ballot made available on this date.

Should any shareholder choose to participate in person, it is recommended that he/she be present at the location at least thirty (30) minutes before the time indicated to allow the validation of the required documents and the beginning of the EGM at the indicated time.

Attendance at the General Meeting

All shareholders with registered common shares of the Company may participate in the Meeting, personally or through legal representatives and attorneys-in-fact, provided that these shares are registered in their name with the depositary financial institution responsible for the service of book-entry shares of the Company – Itaú Corretora de Valores S.A. (“Bookkeeper”)

In order to make their participation in the Meeting feasible, the Shareholders shall present the following documentation:

- Document that proves that they are shareholders, namely, proof of the book-entry shares held thereby, issued by the custody agent (or the statement presenting their equity interest, issued the relevant body, for the shareholder participating in the fungible custody of registered shares).
- Documents that prove their identity, in original or certified copy, namely:

a. Individual

- Identity card with photograph (RG, RNE, CNH, passport or officially recognized professional licenses); and
- If represented by an attorney-in-fact¹, power of attorney² and identity card of the attorney-in-fact

b. Legal Entity³

- Restated and updated Bylaws or Articles of Association
- If represented by a legal representative, corporate documents that indicate their election and identity card with photo of the representative; and
- If represented by an attorney-in-fact, power of attorney and identity card with photo of the attorney-in-fact.

c. Investment Fund

- Restated rules of the fund
- Restated and updated Bylaws or Articles of Association of the administrator or manager of the fund
- Identity card with photo of the legal representative; and
- If represented by an attorney-in-fact, power of attorney and identity card with photo of the attorney-in-fact

d. Foreigners

¹ The Company accepts powers of attorney granted by electronic means. The Company may waive the certification of signature, the notarization and the authentication by the consulate of the documents presented, as the case may be, as well as the delivery of original copies for acceptance of the Remote Voting Ballot, accepting that said documentation be sent only to the electronic address indicated in the Ballot’s instructions, conditioned to the express confirmation of the Company regarding the receipt and sufficiency of such documents.

² The individual shareholder may be represented at the Meeting by an attorney-in-fact constituted less than one (1) year from the date of the Meeting, that is a shareholder, a Company manager, a lawyer or a financial institution, being incumbent upon the manager of the investment funds to represent the co-owners, as required by paragraph 1 of article 126 of Law No. 6,404/76 (“Law No. 6.404/76”).

³ In compliance with the decision of CVM Proceedings RJ2014/3578, the general rule of representation of the Brazilian Civil Code will be applied to the representation of a legal entity shareholder. Thus, any attorneys-in-fact duly constituted in accordance with the law and the bylaws or articles of association of the respective legal entities may participate in the Meeting even if they are not shareholders, managers or lawyers.

- o Same documentation applicable to the Brazilian shareholders, and the documents issued abroad, such as powers of attorney and corporate documents, shall be duly notarized and apostilled/authenticated by the consulate, being waived the sworn translation of documents written in Portuguese, English or Spanish or that are accompanied by the respective translation to these languages.

Following the practice adopted in the last fiscal years, we request that, preferably, a copy of the documentation mentioned herein be sent to the Company by email, or to the addresses indicated below, until **November 4, 2024**, as per the instructions below:



Raia Drogasil S.A. | Legal Executive Office
Avenida Corifeu de Azevedo Marques, n°
3.097
São Paulo – SP, CEP 05339-000



To: Legal Executive Office
Email:
juridico.societario@rdsau.de.com.br

The purpose of sending the documentation in advance is to provide celerity to the registration of the Shareholders and optimize the works at the Meeting. However, the Shareholder that attend the Meeting with the required documents may participate and vote, even if they failed to file the documents in advance.

The Shareholder may choose to exercise their voting right remotely, without the necessity, therefore, of attending in person the Meeting or indicating a representative or attorney-in-fact to represent him/her.

To do so, the Shareholder shall complete the Remote Voting Ballot provided in the websites of the Company, the Brazilian Securities and Exchange Commission (CVM) and B3 S.A. – Brasil, Bolsa, Balcão, and send it to the Company, or give filling instructions to their respective custodians or to the Company's Bookkeeper. The instructions for filling and sending the Remote Voting Ballot are duly described, in details, in the Ballot disclosed by the Company.

The Remote Voting Ballot shall be received by the Company and/or by the custodian and/or by the Bookkeeper, as applicable, within seven (7) days prior to the date of the Meeting (called to be held on November 6, 2024). Any Ballots received by the Company after that date will be disregarded. Pursuant to CVM Ruling No. 81 ("CVM Ruling 81"), within three (3) days from the receipt of the Ballots, we will inform the receipt of such documents and if it will be necessary to make any kind of rectification.

If the Shareholder chooses to send the Ballot directly to the Company, the delivery of the following documentation shall be observed: (i) proof issued by the depository financial institution of the book-entry shares or in custody shares, under the terms of article 40 of Law No. 6,404/76, for the purposes of proving that he/she is shareholder (the Company may waive the presentation of the proof of holder of book-entry shares included in the list of shareholders provided by the depository financial institution); and (ii) identification document, as set forth above.

Aiming to facilitate the adoption, by the Shareholder, of the alternative of remote voting for participation in the EGM, the Company may waive the certification of signature, the notarization and the authentication by the consulate of the documents presented, as the case may be, as well as the delivery of original copies for acceptance of the Remote Voting Ballot, accepting that said documentation be sent only to the electronic address indicated in the Ballot's instructions, conditioned to the express confirmation of the Company regarding the receipt and sufficiency of such documents.

Bylaws of the Company - General Meeting

To facilitate the reference and consultation, we present below the rules set forth in the Bylaws of the Company related to the Meeting. To access the entire content of the Bylaws of RD Saúde, [click here](#).

Chapter IV – General Meeting

Article 15 - The General Meeting shall meet ordinarily, once a year, within the first four (4) months following the end of each fiscal year, to resolve on the matters legally under its responsibility, and extraordinarily whenever called by the Board of Directors, as per the applicable legislation or these Bylaws.

Article 16 - The General Meeting will be opened and chaired by the Chairman of the Board of Directors or, in their absence, by the shareholder or manager of the Company appointed by the majority of the shareholders present, who will choose, among those in attendance, one to act as Secretary, who may or may not be a shareholder of the Company.

Article 17 - The resolutions will be approved by the majority vote of those present, with due regard to the restrictions set by the Corporations Law, and in compliance with the provisions of paragraph eleven of article 24 of these Bylaws.

Paragraph One - The General Meeting may only resolve on matters on the agenda contained in the respective call notice, considering the exceptions provided for in the Corporations Law.

Paragraph Two - In order to participate in the General Meeting, the shareholder must file at the Company's headquarters, at least forty-eight (48) hours in advance from the respective General Meeting: (i) a document issued by the financial institution that holds their book-entry shares in custody, as provided for in Article 126 of the Corporations Law and/or in relation to the shareholders taking part in the fungible custody of registered shares, the statement presenting their shareholder position, issued the relevant body; and (ii) the proxy, duly registered as provided by law and these Bylaws, if the shareholder is being represented. The shareholder or the legal representative thereof shall attend the General Meeting in possession of the proper identification documents. Notwithstanding the obligations contained in this paragraph, the shareholder that attends the meeting with the required documents may participate and vote, even if they failed to file the documents in advance.

Article 18 - The General Meeting shall, in addition to the responsibilities set forth by law:

a) audit the managers' accounts, examine, discuss, and vote on the financial statements;

- b) elect and remove members of the Board of Directors;
- c) set the annual global compensation of the members of the Board of Directors and of the Executive Office, as well as of the members of the Audit Committee;
- d) amend the Bylaws;
- e) resolve on the dissolution, liquidations, consolidation, spin-off, and merger of the Company or any other company into the Company, as well as on the merger of shares involving the Company;
- f) allocate stock grants and decide on any share splitting or reverse split;
- g) approve call option or share subscription plans for the Company's managers and employees;
- h) resolve, according to the proposal submitted by the management, on the allocation of net profit for the year and the distribution of dividends;
- i) resolve on capital increases in excess of the authorized capital, or on the reduction of the corporate capital, as per the provisions of these Bylaws;
- j) elect the liquidator, as well as the Audit Committee that will operate during the liquidation period;
- k) resolve on the cancellation of the Company's listing as a publicly held company before the CVM;
- l) choose the specialized company to prepare the appraisal report on the Company's shares, as per article 24 of these Bylaws, among the companies indicated by the Board of Directors; and
- m) to resolve on any subject matter that is submitted thereto by the Board of Directors.

Sole Paragraph – The Company shall comply with the shareholders' agreements filed at its principal place of business, and the members of the presiding board of the General Meeting or of the Board of Directors' Meetings shall be expressly forbidden from accepting and considering any vote by any shareholder who is a signatory to the shareholders' agreement duly filed at the principal place of business, cast in violation of what was agreed upon in such agreement, and the Company shall also be expressly forbidden from accepting and proceeding with the transfer of shares and/or encumbrance and/or assignment of a preemptive right to the subscription of shares and/or other securities in violation of the provisions and terms agreed upon in the shareholders' agreements.

MANAGEMENT PROPOSAL

In compliance with the provisions in article 14 of CVM Ruling 81.

The management of **RAIA DROGASIL S.A.** presents its proposal ("Proposal") related to the matters included in the agenda of the Meeting to be held on November 6, 2024, at 3:00 p.m., as set forth below:

(i) Approval of the First Amendment to the Company's Restricted Shares Plan, approved at the Extraordinary General Meeting held on September 15, 2020.

The Company's Management proposes the approval of the First Amendment to the Company's Restricted Shares Plan approved at the Extraordinary General Meeting held on September 15, 2020 ("Plan"), with the objective of allowing that, after the 4 (four) year vesting period, the Plan beneficiary who remains actively bounded to the Company and/or its subsidiaries may choose to extend for up to 3 (three) years the right to receive the restricted shares, provided that the condition of reaching the target price of the Company's share quotation (equivalent to the reference price adjusted by the accumulated WACC up to each calculation date) is met. Thus, once the 4 (four) year vesting period is completed and the target share price is reached, the beneficiary may choose to receive 100% of the restricted shares to which they are entitled or wait for the next annual redemption moment to exercise or not the right to receive 100% of the restricted shares to which they are entitled, at which point the Company will verify whether the target has been met, according to the table below, already included in the Plan at its creation on September 15, 2020, as follows:

Goal Achievement: Share Price at each Calculation Base Date Vs. Target Price	Percentage of the Target Quantity to which the Beneficiary is Entitled
Less than 90%	0%
Between 90% e 94,99%	70%
Between 95% e 99,99%	85%
Between 100% e 104,99%	100%
Between 105% e 110%	105%
Above 110%	120%

After four (4) years of implementing and managing the Plan, the Management understands that the proposed changes to the Plan will allow for an alignment of interest over a longer period than the four (4) year vesting period in effect since the Plan's approval, as beneficiaries who choose to extend the receipt of restricted shares will be exposed to a new period for meeting the performance conditions set forth in the Plan, what aligns with the Company's long-term strategy, providing the Plan with an additional tool for motivation, retention, and alignment of interests.

The marked copy of the Plan, indicating the adjustments proposed by the Management, is included in **Exhibit II** of this Proposal.

The clean, unmarked copy of the Plan is included in **Exhibit I**, and the information about the Plan, in accordance with Exhibit II B of CVM Ruling 81, is described in **Exhibit III** of this Proposal.

Finally, the Management states that the amendment to the Plan does not replace or alter the Company's restricted share plan approved at the Extraordinary General Meeting held on April 23, 2014, which remains in full force and effect according to its terms.

The Management

EXHIBIT I

Copy of the First Amendment to the Restricted Share Plan approved at General Meeting held on September 15, 2020

(Pursuant to the Exhibit B, of CVM Ruling 81)

- **Copy of the proposed plan**

FIRST AMENDMENT TO THE RESTRICTED SHARES PLAN OF SEPTEMBER 15, 2020

The Restricted Shares Plan, originally approved on September 15, 2020, is amended and consolidated by this instrument, so that the Plan is now in force with the following new wording:

1. Definitions

1.1. Unless expressly provided otherwise, the expressions below used with initials in capital letters in this Restricted Shares Plan, will have the meanings assigned to them below:

“1st Redemption Moment” means the month of February following the end of the Grace Period;

“2nd Redemption Moment” means the month of February of the year following the end of the 1st Redemption Moment;

“3rd Redemption Moment” means February of the year following the end of the 2nd Redemption Moment;

“4th Redemption Moment” means February of the year following the end of the 3rd Redemption Moment;

“Restricted shares” are the common shares issued by the Company granted to the Beneficiaries and subject to the foreseen restrictions in this Restricted Shares Plan and in the respective Grant Contract;

“B3” is B3 S.A. – Brasil, Bolsa, Balcão;

“Beneficiaries” are any officers or employees of the Company or of an Invested Company, selected by the Board of Directors and in favor of which the Company may grant one or more Restricted Shares, under the terms of this Plan;

“Company” is Raia Drogasil S.A., publicly held company with headquarters on Avenida Corifeu de Azevedo Marques No. 3097, enrolled with the CNPJ/ME under nº

61.585.865/0001-51;

“Board of Directors” is the Company's Board of Directors;

“Grant Contract” is the private instrument for the grant of Restricted Shares entered into between the Company and the Beneficiary, whereby the Company grants Restricted Shares to the Beneficiary;

“Grant Date” is, unless otherwise expressly provided by the Grant Contracts, January 1st of the year in which the Restricted Shares were granted and the respective Grant Contract were signed by the Beneficiary, valid for the entire year 2020, starting from 1/1/2020;

“Termination” is the end of the legal relationship of managers or employee between the Beneficiary and the Company or a Invested Company, for any reason, including, without limitation, the waiver, removal, replacement or termination of the mandate without reelection to the position of manager, request voluntary resignation or resignation, with or without just cause, retirement pay, permanent disability or death. The termination of a Beneficiary's corporate or employment relationship, followed by his/her appointment as a manager or hiring as an employee or service provider of the Company or of an Invested Company, in any capacity, shall not be considered a “Termination”;

“Invested Company” means any company which the Company has any corporate interest;

“IRRF” is the Withholding Income Tax;

“Redemption Moment” means, indistinctively, any redemption period among the 1st Redemption Moment, 2nd Redemption Moment; 3rd Redemption Moment or 4th Redemption Moment, as applicable;

“Grace Period” is the period of 4 (four) years from the Grant Date;

“Plan” is this Grant of Restricted Shares Plan;

“RCVM 77” means the CVM Resolution No. 77, of March 29, 2022

“WACC” is the Weighted Average Cost of Capital, indicator with respect to the weighted average cost of capital of the Company, which will be determined by the Board of Directors in each fiscal year, applicable to each grant and provided for in the Grant Contracts, including in relation to each fiscal year between the Grace Period and the 4th Redemption Moment.

2. Plan's Goals

2.1. The Plan's aim is to allow the grant of a target amount of Restricted Shares to the Beneficiaries selected by the Board of Directors, and the final amount to which the Beneficiary will be effectively entitled will depend on the fulfillment of certain conditions established in this Plan and in the respective Grant Contract, in order to: (a) stimulate the

expansion, success and achievement of the social objectives of the Company and the Invested Companies, giving the Beneficiaries the possibility of being shareholders of the Company; (b) align the interests of the Beneficiaries with the interests of the shareholders; and (c) encourage the Beneficiaries to remain in the Company or in Invested Companies.

3. Beneficiaries

3.1. The Board of Directors will be responsible for selecting the Beneficiaries who will participate in the Plan for each new grant.

4. Plan's Management

4.1. The Plan will be managed by the Board of Directors and may have an advisory committee created or appointed by the Board of Directors to assist it in the management of the Plan, however, any decision will be incumbent upon to the Board of Directors.

4.2. In compliance with the general conditions of the Plan, the Board of Directors, to the extent permitted by law and the Company's Bylaws, will have broad powers to take all necessary and appropriate measures for the management of the Plan, including:

(a) the creation and application of general rules related to the grant of Restricted Shares, subject to the general terms of the Plan, and the resolution of doubts regarding the interpretation of the Plan;

(b) the election of the Beneficiaries and the authorization to grant Restricted Shares in their favor, establishing all the goals and conditions for the acquisition of rights related to the Restricted Shares under the terms of this Plan, as well as the modification of such conditions when necessary or convenient, under the terms and principles of this Plan and the provisions of the respective Grant Contracts;

(c) the authorization to transfer treasury shares to settle the Restricted Shares due, pursuant to the Plan and CVM Instruction No. 567, or, if there are no treasury shares, to settle the obligation to deliver the Restricted Shares in cash;

(d) establish the WACC applicable to each fiscal year and included in each Grant Contract, being certain that the Board of Directors may, at its discretion, change or modify the WACC to avoid distortions arising from unforeseen events and / or scenarios; and

(e) Make any necessary provisions for the Plan's administration.

4.3. In the exercise of its functions, the Board of Directors will be subject only to the limits established by law, in the regulations of the Brazilian Securities and Exchange Commission and in this Plan, being clear that the Board of Directors may treat the Beneficiaries in a different way in a similar situation, not being obliged, by any rule of equality or analogy, to extend it to all conditions that you consider applicable only to one or some.

4.4. The Board of Directors' resolutions are binding on the Company in relation to all

matters related to the Plan.

5. Grant of Restricted Shares

5.1. Annually or whenever deemed appropriate, the Board of Directors of the Company will define the Beneficiaries in favor of which the Restricted Shares will be granted and the target amount of Restricted Shares that will be granted to each Beneficiary ("Target Quantity"), with the amount of Restricted Shares that will be effectively delivered will depend on the applicable legal tax deductions and the fulfillment of the conditions provided for in this Plan, especially as provided in Section 8 below.

5.2. The grant of Restricted Shares is carried out through the signing of Grant Contracts between the Company and each of the Beneficiaries.

5.3. The transfer of the Restricted Shares to the Beneficiary will only take place with the implementation of the conditions and terms provided for in this Plan and the rules set forth in the Grant Contracts, so that the grant of the right to receive the shares itself or the partial fulfillment of the Plan Conditions does not guarantee the Beneficiary any rights over the Restricted Shares or even represents any guarantee of its receipt.

5.4. The Restricted Shares delivered to the Beneficiaries will have the rights established in this Plan and in the respective Grant Contracts, being certain that the Beneficiary will not have any of the rights and privileges of the Company's shareholder, in particular, the receipt of dividends and/or interest on equity ("ICP") concerning to Restricted Shares, up to date of the effective transfer of ownership of Restricted Shares to Beneficiaries.

5.5. The Board of Directors may impose restrictions on the transfer of the Restricted Shares, and may also reserve repurchase options and / or preemptive rights for the Company in the event of sale by the Beneficiary of those same Restricted Shares, as may be agreed and provided for in the respective Grant Contract.

5.6. The Board of Directors may establish different terms and conditions for each Grant Contract, without the need to apply any rule of equality or analogy between the Beneficiaries, even if they are in similar or identical situations, subject to the terms of this Plan.

6. Shares Subject to the Plan

6.1. Shares representing up to 2% (two percent) of the Company's capital stock on the date of the original approval of this Plan (i.e. September 15, 2020) may be delivered to the Beneficiaries, considering also the share bonification approved in the Company's General Shareholders' Meeting held on April 19, 2023, provided that such limit may be amended pursuant to the Section 12.2 of this Plan.

6.2. In order to satisfy the grant of Restricted Shares under the terms of the Plan, the Company, subject to the applicable law and regulation, will transfer shares held in treasury through a private operation, at no cost to the Beneficiaries, under the terms of RCVN 77. In the event of no treasury shares and/or inability to acquire shares in the market due to

legal or regulatory restrictions, the Board of Directors may choose to settle the delivery of the Restricted Shares in cash, provided that, in any case, the Company will discount and retain any taxes applicable for the transfer of shares or cash settlement.

6.3. The Restricted Shares received under the terms of the Plan will retain all the rights pertinent to their type after the effective receipt by the Beneficiary, except for any provision to the contrary established by the Board of Directors and provided for in the Grant Contact.

7. Reference Price of Restricted Shares

7.1. Unless otherwise decided by the Board of Directors due to the existing scenario, the reference price per Restricted Share, for purposes of determining the Target Quantity to be granted to each Beneficiary, will be equivalent to the average share price in B3 (weighted by the volume of trading) in the 90 (ninety) trading sessions prior to the Grant Date ("Reference Price").

8. Conditions for Receiving Restricted Shares

Without prejudice to the other terms and conditions established in the respective Grant Contracts and the provisions applicable in the case of Termination as provided for in Section 10 below, the Beneficiary's right to effectively receive the Restricted Shares granted will only be fully acquired if the following conditions are cumulatively verified at the Redemption Moment: (a) the Beneficiary shall remain bound as an officer or employee of the Company or an Invested Company, as the case may be, during the Grace Period; and (b) the quotation price of the Company's share on B3 (weighted by the trading volume) in the 90 (ninety) sessions prior to the last day of the fiscal year immediately before the relevant Redemption Moment ("Calculation Base Date") shall be equal to or greater than 90% (ninety percent) of the Reference Price, deducted by any dividends and interest on equity (JCP) paid between the Grant Date and the Calculation Base Date, all (share price, dividends and interest on equity) monetarily readjusted by the accrued WACC ("Target Price"); (c) any other condition set forth in the Grant Contract ("Plan Conditions"). With due regard to the provisions applicable in case of a Termination, as provided in Section 10, if the Plan Conditions are met, the Beneficiary will be entitled to a percentage of the Target Quantity granted, depending on the quadrant of achievement of the goal set out in item (b) above, pursuant to table below ("Calculated Quantity"). In any event, the Calculated Quantity shall not exceed 120% (one hundred and twenty percent) of the Target Quantity granted.

Goal Achievement: Share price at each Calculation Base Date vs. Target Price	Percentage of the Target Quantity to which the Beneficiary will be entitled
Less than 90%	0%
Between 90% and 94,99%	70%
Between 95% and 99,99%	85%
Between 100% and 104,99%	100%
Between 105% and 110%	105%
Above 110%	120%

8.1. In the event that the Calculated Quantity in any Calculation Period is equal to zero, under the terms of Section 8.1 above, the Beneficiary will lose any and all rights related to the Restricted Shares granted and such Restricted Shares will be automatically cancelled, regardless of prior notice or notification and without any right to indemnification to the Beneficiary.

8.2. The Company will transfer the Restricted Shares to which the Beneficiary is entitled pursuant to the Calculated Quantity, upon (i) full achievement of all the Plan Conditions, observing the provisions applicable in the event of Termination, as provided for in Section 10 below; and (ii) written notice of the redemption by the Beneficiary at a certain Redemption Moment, with due regard to the withholding of taxes pursuant to Section 12.7 below.

8.3. Without prejudice to Sections 8.1 and 8.2 above, the Beneficiaries may not sell, transfer, sell, rent, encumber or in any way negotiate with 50% (fifty percent) of the Restricted Shares received from the Company for a period of 1 (one) year, from the date of January 1st immediately before the date the Restricted Shares were transferred to the Beneficiary ("Lock-Up"). After this Lock-Up period has elapsed, the aforementioned Restricted Shares will become free and clear of any restrictions, and the Beneficiary may freely trade such shares. During the Lock-up period and for the guarantee of effectiveness of the Lock-Up, the Company may, at its sole discretion: (i) demand the Beneficiary to keep the Restricted Shares with the bookkeeping bank and out of B3's trading environment and such shares to be recorded with the bookkeeping bank to provide for the Lock-Up or (ii) hold the Restricted Shared subject to the Lock-Up in treasury and effect the transfer only after the Lock-Up Period. The Company may, at any time, request proof of compliance with the Lock-Up obligation by the Beneficiary and require the adoption of certain procedures that enable the monitoring and control of the Lock- Up. For the avoidance of doubt, in the event of the Termination of a Beneficiary, for any reason, after receiving the Restricted Shares, the portion of the Restricted Shares subject to Lock-Up will remain subject to Lock-Up.

8.4. The right to receive the Restricted Shares under the terms of the Plan will automatically terminate and without any right to indemnity, ceasing all its full effects, in the following cases:

- (i) upon termination of the Grant Contract;
- (ii) if the Company is declared bankrupt;
- (iii) In the cases provided for in Section 10 of this Plan; or

If the Calculated Quantity in any Calculation Period is equal to zero, pursuant Section 8.1.1.

9. Calculation and Redemption of the Calculated Quantity

9.1. The Company shall calculate and notify the Beneficiaries by January 31 of each year, as from the end of the Vesting Period, of the level of achievement of the Target Price,

and the Calculated Quantity resulting from such achievement pursuant to the table in Section 8.1 ("Calculation Period").

9.2. Subject to the provisions applicable in the event of Termination as set forth in Section 10 below, once all the Plan Conditions have been met, the Beneficiary may redeem the Calculated Quantity at any Redemption Moment, by means of a written notice to the Company to this effect, delivered up to the last day of the relevant Redemption Moment.

9.3. The redemption of the Calculated Quantity may only be exercised in its entirety, and the Beneficiary may not request partial redemption of the Calculated Quantity.

9.4. The lack of manifestation by the Beneficiary at a given Redemption Moment will be interpreted by the Company as non-exercise of the redemption by the Beneficiary, in which case the right to exercise the redemption will be verified at the subsequent Redemption Moment and so on, subject to verification of the Plan Conditions at each Redemption Moment, but subject to the provisions applicable in the event of Termination as provided for in Section 10 below.

9.5. Should the Beneficiary exercise the redemption of the Calculated Quantity at a given Redemption Moment, according to the Company's calculation in the immediately preceding Calculation Period, the Company shall take the necessary steps to effect the transfer of the Restricted Shares due, subject to the provisions of Section 8.3.

9.6. Subject to the Plan Conditions and the provisions applicable in the event of Termination, as provided for in Section 10 below, the final period for exercising the redemption, in any event, shall be the 4th Redemption Moment, after which the right to the Target Quantity granted shall be automatically cancelled, regardless of prior notice or notification and without the right to any indemnification to the Beneficiary.

10. Events of Termination from the Company and its Effects

10.1. If, before the end of the Grace Period, a Termination of a Beneficiary occurs:

(i) (a) voluntarily, through voluntary dismissal or resignation from the position of administrator; or (b) at the will of the Company, (b.1) by means of dismissal for just cause under the terms of the legislation in force or (b.2) removal from his position of director for a just reason resulting from (i) violation of his legal and / or statutory duties or attributions, (ii) motivated termination of the contract that regulates the link between the Company and the Beneficiary; (iii) criminal conviction related to intentional crimes; (iv) dishonest or fraudulent acts against the Company or its Invested Companies; (v) any act or omission resulting from the Beneficiary's intent or fault and which is detrimental to the business, image, or financial situation of the Company, its shareholders, or its Invested Companies; (vi) harassment or serious violation of the Company's policies and codes: the Beneficiary will lose any and all rights related to the Restricted Shares granted and not yet received from the Company, remaining automatically extinct on the date of Termination, in full right, regardless of prior notice or notification and without the right to any indemnification to the Beneficiary, so that the Restricted Shares will be automatically canceled; or

(ii) at the will of the Company, through dismissal without cause or without the Beneficiary having incurred in any event that results in dismissal for just cause under the terms of Section 10.1(i) above: the Beneficiary will be entitled to receive, at the end of the 1st Redemption Moment, a pro rata amount of the Calculated Quantity, as calculated by the Company in the Calculation Period immediately before the 1st Redemption Moment proportional to the number of days elapsed during the Grace Period, in the proportion of $X / 1460$, where " X " is the number of days between the start date of the Grace Period and the date of Termination, provided that any fractions of shares will be rounded up and the Restricted Due will be subject to the deductions and retentions set forth in Section 12.7. For the avoidance of doubt, in the event provided for in this Section 10.1(ii), the pro-rata quantity of the Calculated Quantity to which the Beneficiary is entitled will be delivered after the end of the 1st Redemption Moment, under the terms of this Plan, without the need for any manifestation of exercise from the Beneficiary. In the event that the Calculated Quantity at the 1st Redemption Moment is zero, the Beneficiary will lose any and all rights related to the Restricted Shares granted, and they will be automatically cancelled on the date of Termination, regardless of prior notice and without any right to indemnification to the Beneficiary;

10.2. If, after the end of the Grace Period, a Termination of a Beneficiary occurs:

(i) (A) at his/her own will, by means of voluntary dismissal or resignation from the position of administrator, or (B) at the Company's will, by means of dismissal without just cause or without the administrator having incurred in any event resulting in dismissal for just cause under the terms of Section 10.2(ii) below: the Beneficiary shall be entitled to receive, in the 1st Redemption Moment immediately following the Termination, the Calculated Quantity based on the Calculation Period applicable to such Redemption Moment. In this case, the Calculated Quantity to which the Beneficiary is entitled will be delivered after the end of the Redemption Moment in question, under the terms of this Plan, without the need for any notice of exercise from the Beneficiary. In the event that the Calculated Quantity at the 1st Redemption Moment immediately following the Termination is zero, the Beneficiary shall lose any and all rights related to the Restricted Shares granted, and they shall be automatically cancelled on the date of Termination, regardless of prior notice and without any right to indemnification to the Beneficiary; or

(ii) at the Company's will, by means of dismissal for just cause under the terms of the legislation in force or removal from his position as administrator for just cause arising from (i) violation of his legal and/or statutory duties or attributions; (ii) motivated termination of the contract governing the relationship between the Company and the Beneficiary; (iii) criminal conviction related to intentional crimes; (iv) dishonest or fraudulent acts against the Company or its Invested Companies; (v) any act or omission resulting from the Beneficiary's intent or fault and which is detrimental to the business, image or financial situation of the Company, its shareholders or its Invested Companies; (vi) harassment or serious violation of the Company's policies and codes: any and all rights related to the Restricted Shares granted and not yet received from the Company shall forfeit, and the Restricted Shares shall be automatically cancelled on the date of Termination, regardless of prior notice and without any right to indemnification to the Beneficiary;

10.3. In any of the events described in Sections 10.1 and 10.2, the Lock-Up shall apply

to the Restricted Shares that may be received, under the terms of Section 8.3 of this Plan.

10.4. If, at any time, before or after que Grace Period, a Termination occurs due to the Beneficiary's retirement agreed with the Company, the Beneficiary will be entitled to receive (a) within up to 60 (sixty) days from the date of formalization of its Termination, 50% (fifty percent) of the Target Quantity of Restricted Shares granted under the terms of the respective Grant Contract, so that 50% (fifty percent) of the Target Quantity granted to the Beneficiary will become immediately vested, regardless of the Grace Period; and (b) after a period of 12 (twelve) months from the date of formalization of its Termination, 50% (fifty percent) of the Target Quantity granted under the terms of the respective Grant Contract, provided that the Beneficiary complies with the obligations of non-competition and non-entitlement to be fixed on the instrument that regulates its shutdown. In the event provided for in this Section, the performance condition provided in Section 8.1 (b) above will not be applied, so that the number of Restricted Shares to be delivered will be equivalent to the Target Quantity, subject to legal deductions, as provided in Section 12.7 below.

10.5. If, at any time, before or after que Grace Period, a Termination occurs due to death or permanent disability, the Beneficiary or his estate or heir(s), as applicable, will be entitled to receive the totality of the Target Quantity granted under the terms of the respective Grant Contract, so that the Restricted Shares granted to the Beneficiary will be immediately put on, regardless of the grace period, and the Company must deliver the Restricted Shares within 60 (sixty) days from the Termination. In the event provided for in this Section, the performance condition contained in Section 8.1 (b) above will not be applied, so that the number of Restricted Shares to be delivered will be equivalent to the Target Quantity, subject to legal deductions, as provided in Section 12.7 below.

10.6. Notwithstanding the provisions of this Section 10, the Board of Directors may, at its sole discretion, whenever it deems that the interests of the Company will be better served by such measure, establish rules different from those provided for in this Section 10, granting different treatment to certain Beneficiary, as long as it does not harm the Beneficiary in question.

11. Term of the Plan

11.1. The Plan is in force since its approval by the Company's General Meeting held on September, 2020 and will remain in force for an indefinite period, however, it can be extinguished, at any time, by decision of the General Meeting, in compliance with the Grant Contracts previously signed.

11.2. The changes implemented in the Plan, by means of this first amendment to the Plan, will also apply to all grants already awarded under the Plan, whose Grace Periods have not yet ended.

12. General Provisions

12.1. The granting of Restricted Shares under the terms of the Plan will not prevent the Company from engaging in corporate reorganization operations, such as

transformation, incorporation, merger, spin-off and merger of shares. In these cases, the terms and conditions of this Plan must be respected and the Board of Directors will assess the necessary changes to maintain the objective of this Plan, without prejudice to the Beneficiaries and the Company.

12.2. In the event of changes in the number, type and class of shares of the Company as a result of bonuses, splits, reverse splits or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, the terms and conditions of the Plan must be adjusted by the Board of Directors in order to avoid distortions and losses to the Company and the Beneficiaries.

12.3. No provision of the Plan or Restricted Share granted under the Plan will grant any Beneficiary the right to remain as a manager and / or employee of the Company, nor will it interfere in any way with the right of the Company at any time and subject to legal conditions and contractual terms, terminate the employee's employment contract and / or interrupt the manager's term of office.

12.4. Each Beneficiary must expressly adhere to the terms of the Plan, by signing the Grant Contract.

12.5. Any significant legal change with regard to the regulation of corporations, publicly- held companies, labor legislation and / or the tax effects on restricted shares plans, may lead to the full review of the Plan.

12.6. Omitted cases will be regulated by the Board of Directors, consulted, when deemed convenient, by the General Shareholders Meeting.

12.7. The Company is authorized to withhold any taxes that may be levied on the Plan and the Restricted Shares granted, including the IRRF, being able to operate the withholding of the IRRF and other taxes on the total of Restricted Shares, by reducing the total number of Shares Restricted to be delivered to the Beneficiary, in proportion to the impact related to the tax.

* * * *

EXHIBIT II

Copy of the First Amendment to the Restricted Share Plan approved at General Meeting held on September 15, 2020, highlighting the proposed changes.

- **Copy of the Restricted Share Plan highlighting the proposed changes**

FIRST AMENDMENT TO THE RESTRICTED SHARES PLAN OF SEPTEMBER 15, 2020

~~This~~The Restricted Shares Plan ~~will be governed by the provisions below and by the applicable law.~~ originally approved on September 15, 2020, is amended and consolidated by this instrument, so that the Plan is now in force with the following new wording:

1. Definitions

1.1. Unless expressly provided otherwise, the expressions below used with initials in capital letters in this Restricted Shares Plan, will have the meanings assigned to them below:

“1st Redemption Moment” means the month of February following the end of the Grace Period;

“2nd Redemption Moment” means the month of February of the year following the end of the 1st Redemption Moment;

“3rd Redemption Moment” means February of the year following the end of the 2nd Redemption Moment;

“4th Redemption Moment” means February of the year following the end of the 3rd Redemption Moment;

“Restricted shares” are the common shares issued by the Company granted to the Beneficiaries and subject to the foreseen restrictions in this Restricted Shares Plan and in the respective Grant Contract;

“B3” is B3 S.A. – Brasil, Bolsa, Balcão;

“Beneficiaries” are any officers or employees of the Company, ~~or of another company under its control~~ an Invested Company, selected by the Board of Directors and in favor of which the Company may grant one or more Restricted Shares, under the terms of this Plan;

“Company” is Raia Drogasil S.A., publicly held company with headquarters on Avenida Corifeu de Azevedo Marques No. 3097, enrolled with the CNPJ/ME under nº 61.585.865/0001-51;

"Board of Directors" is the Company's Board of Directors;

"Grant Contract" is the private instrument for the grant of Restricted Shares entered into between the Company and the Beneficiary, whereby the Company grants Restricted Shares to the Beneficiary;

"Grant Date" is, unless otherwise expressly provided by the Grant Contracts, January 1st of the year in which the Restricted Shares were granted and the respective Grant Contract were signed by the Beneficiary, valid for the entire year 2020, starting from 1/1/2020;

"Termination" is the end of the ~~legal relationship of managers or employee~~ corporate or employment bond between the Beneficiary and the Company or ~~company controlled by~~ an Invested Company, for any reason, including, without limitation, the waiver, removal, replacement or termination of the mandate without reelection to the position of manager, request voluntary resignation or resignation, with or without just cause, retirement pay, permanent disability or death; The termination of a Beneficiary's corporate or employment relationship, followed by his/her appointment as a manager or hiring as an employee or service provider of the Company or of an Invested Company, in any capacity, shall not be considered a "Termination";

~~"ICVM 567" is the CVM Instruction No. 567, of September 17, 2015;~~

"Invested Company" means any company which the Company has any corporate interest;

"IRRF" is the Withholding Income Tax;

"Redemption Moment" means, indistinctively, any redemption period among the 1st Redemption Moment, 2nd Redemption Moment, 3rd Redemption Moment or 4th Redemption Moment, as applicable;

"Grace Period" is the period of 4 (four) years from the Grant Date;

"Plan" is this Grant of Restricted Shares Plan;

"RCVM 77" means the CVM Resolution No. 77, of March 29, 2022

"WACC" is the Weighted Average Cost of Capital, indicator with respect to the weighted average cost of capital of the Company, which will be determined by the Board of Directors at in each fiscal year, applicable to each grant and provided for in the Grant Contracts, including in relation to each fiscal year between the Grace Period and the 4th Redemption Moment.

2. Plan's Goals

2.1. The Plan's aim is to allow the grant of a target amount of Restricted Shares to the Beneficiaries selected by the Board of Directors, and the final amount to which the Beneficiary will be effectively entitled will depend on the fulfillment of certain conditions

established in this Plan and in the respective Grant Contract, in order to: (a) stimulate the expansion, success and achievement of the social objectives of the Company and the ~~companies under its control~~ Invested Companies, giving the Beneficiaries the possibility of being shareholders of the Company; (b) align the interests of the Beneficiaries with the interests of the shareholders; and (c) encourage the Beneficiaries to remain in the Company or in ~~the companies under their control~~ Invested Companies.

3. Beneficiaries

3.1. The Board of Directors will be responsible for selecting the Beneficiaries who will participate in the Plan for each new grant.

4. Plan's Management

4.1. The Plan will be managed by the Board of Directors and may have an advisory committee created or appointed by the Board of Directors to assist it in the management of the Plan, however, any decision will be incumbent upon to the Board of Directors.

4.2. In compliance with the general conditions of the Plan, the Board of Directors, to the extent permitted by law and the Company's Bylaws, will have broad powers to take all necessary and appropriate measures for the management of the Plan, including:

(a) the creation and application of general rules related to the grant of Restricted Shares, subject to the general terms of the Plan, and the resolution of doubts regarding the interpretation of the Plan;

(b) the election of the Beneficiaries and the authorization to grant Restricted Shares in their favor, establishing all the goals and conditions for the acquisition of rights related to the Restricted Shares under the terms of this Plan, as well as the modification of such conditions when necessary or convenient, under the terms and principles of this Plan and the provisions of the respective Grant Contracts;

(c) the authorization to transfer treasury shares to ~~satisfy~~ settle the ~~grant of~~ Restricted Shares due, pursuant to the Plan and CVM Instruction No. 567, or, if there are no treasury shares, to settle the obligation to deliver the Restricted Shares in cash;

(d) establish the WACC ~~to be~~ applicable to each fiscal year and included in each Grant Contract, being certain that the Board of Directors may, at its discretion, change or modify ~~such goals~~ the WACC to avoid distortions arising from unforeseen events and / or scenarios; and

(e) Make any necessary provisions for the ~~plan's~~ Plan's administration.

4.3. In the exercise of its functions, the Board of Directors will be subject only to the limits established by law, in the regulations of the Brazilian Securities and Exchange Commission and in this Plan, being clear that the Board of Directors may treat the ~~managers and employees of the Company or the companies or the companies under its control~~ Beneficiaries in a different way in a similar situation, not being obliged, by any rule

of equality or analogy, to extend it to all conditions that you consider applicable only to one or some.

4.4. The Board of Directors' resolutions are binding on the Company in relation to all matters related to the Plan.

5. Grant of Restricted Shares

5.1. Annually or whenever deemed appropriate, the Board of Directors of the Company will define the Beneficiaries in favor of which the Restricted Shares will be granted and the target amount of Restricted Shares that will be granted to each Beneficiary ("Target Quantity"), with the amount of Restricted Shares that will be effectively delivered will depend on the applicable legal tax deductions and the fulfillment of the conditions provided for in this Plan, especially as provided in ~~Clause~~Section 8 below.

5.2. The grant of Restricted Shares is carried out through the signing of Grant Contracts between the Company and each of the Beneficiaries.

5.3. The transfer of the Restricted Shares to the Beneficiary will only take place with the implementation of the conditions and terms provided for in this Plan and the rules set forth in the Grant Contracts, so that the grant of the right to receive the shares itself or the partial fulfillment of the Plan Conditions does not guarantee the Beneficiary any rights over the Restricted Shares or even represents ~~the~~any guarantee of its receipt.

5.4. The Restricted Shares delivered to the Beneficiaries will have the rights established in this Plan and in the respective Grant Contracts, being certain that the Beneficiary will not have any of the rights and privileges of the Company's shareholder, in particular, the receipt of dividends and or interest on equity ("ICP") concerning to Restricted Shares, up to date of the effective transfer of ownership of Restricted Shares to Beneficiaries.

5.5. The Board of Directors may impose restrictions on the transfer of the Restricted Shares, and may also reserve repurchase options and / or preemptive rights for the Company in the event of sale by the Beneficiary of those same Restricted Shares, as may be agreed and provided for in the respective Grant Contract.

5.6. The Board of Directors may establish different terms and conditions for each Grant Contract, without the need to apply any rule of equality or analogy between the Beneficiaries, even if they are in similar or identical situations, subject to the terms of this Plan.

6. ~~Actions~~Shares Subject to the Plan

6.1. Shares representing up to 2% (two percent) of the Company's capital stock on the date of the original approval of this Plan (i.e. September 15, 2020) may be delivered to the Beneficiaries ~~on the date of approval of this Plan, which may be adjusted under the terms of item 11.2 of this Plan.~~ considering also the share bonification approved in the Company's General Shareholders' Meeting held on April 19, 2023, provided that such limit may be amended pursuant to the Section 12.2 of this Plan.

6.2. In order to satisfy the grant of Restricted Shares under the terms of the Plan, the Company, subject to the applicable law and regulation, will transfer shares held in treasury through a private operation, at no cost to the Beneficiaries, under the terms of ~~CVM Instruction No. 567~~[RCVM 77](#). In the event of no treasury shares and/or inability to acquire shares in the market due to legal or regulatory restrictions, the Board of Directors may choose to settle the delivery of the Restricted Shares in cash, ~~at which time provided that, in any case,~~ the Company will discount and retain any taxes applicable for the ~~said transfer of shares or~~ cash settlement.

6.3. The Restricted Shares received under the terms of the Plan will retain all the rights pertinent to their type after the effective receipt by the Beneficiary, except for any provision to the contrary established by the Board of Directors and provided for in the Grant Contract.

7. Reference Price of Restricted Shares

7.1. Unless otherwise decided by the Board of Directors due to the existing scenario, the reference price per Restricted Share, for purposes of determining the Target Quantity to be granted to each Beneficiary, will be equivalent to the average share price in B3 (weighted by the volume of trading) in the 90 (ninety) trading sessions prior to ~~January 1st of the year in which the Target Quantity is granted and the respective Grant Contract is signed~~[the Grant Date](#) ("Reference Price").

8. Conditions for Receiving Restricted Shares

~~8.1.~~ Without prejudice to the other terms and conditions established in the respective Grant Contracts and the provisions applicable in the case of Termination as provided for in ~~item 9~~[Section 10](#) below, the Beneficiary's right to effectively receive the Restricted Shares granted will only be fully acquired if the following conditions are, ~~cumulatively,~~ verified [at the Redemption Moment](#): (a) the Beneficiary ~~remains continuously~~[shall remain](#) bound as ~~an~~ officer or employee of the Company or ~~company under its control~~[an Invested Company](#), as the case may be, during the Grace Period; and (b) the quotation price of the Company's share on B3 (weighted by the trading volume) in the 90 (ninety) sessions prior to the last day of the ~~Grace Period must be~~ [fiscal year immediately before the relevant Redemption Moment \("Calculation Base Date"\)](#) shall be equal to or greater than 90% (ninety percent) of the Reference Price, [deducted by any dividends and interest on equity \(JCP\) paid between the Grant Date and the Calculation Base Date, all \(share price, dividends and interest on equity\)](#) monetarily readjusted by the accrued WACC ~~and deducted from the distribution of dividends and interest on own capital in the Grace Period. If the conditions set out in items (a) and (b) above~~ ("Target Price"); (c) ~~any other condition set forth in the Grant Contract~~ [\("Plan Conditions"\)](#). With due regard to the [provisions applicable in case of a Termination, as provided in Section 10, if the Plan Conditions](#) are met, the Beneficiary will be entitled to a percentage of the Target Quantity granted, depending on the quadrant of achievement of the goal set out in item (b) above, ~~as the~~[pursuant to](#) table below [\("Calculated Quantity"\)](#). In any event, the ~~maximum number of Restricted Shares to which the Beneficiary is entitled may~~ [Calculated Quantity shall](#) not exceed 120% (one hundred and twenty percent) of the Target Quantity granted.

Goal Achievement: Share price at the end of the Grace Period vs. Reference Price monetarily readjusted by the accrued WACC and deducted <u>each Calculation Base Date vs. Target Price</u> from dividends and JCP	Percentage of the Target Quantity to which the Beneficiary will be entitled
Less than 90%	0%
Between 90% and 94.99%	70%
Between 95% and 99.99%	85%
Between 100% and 104.99%	100%
Between 105% and 110%	105%
Above 110%	120%

8.1. In the event that the Calculated Quantity in any Calculation Period is equal to zero, under the terms of Section 8.1 above, the Beneficiary will lose any and all rights related to the Restricted Shares granted and such Restricted Shares will be automatically cancelled, regardless of prior notice or notification and without any right to indemnification to the Beneficiary.

8.2. The Company will transfer the Restricted Shares to which the Beneficiary is entitled ~~only after the due withholding taxes~~ pursuant to ~~item 11.7 below, including by reducing the number of shares to be delivered due to the retention of taxes, within thirty (30) days of the end of the Grace Period or another term agreed with the Beneficiary.~~ the Calculated Quantity, upon (i) full achievement of all the Plan Conditions, observing the provisions applicable in the event of Termination, as provided for in Section 10 below; and (ii) written notice of the redemption by the Beneficiary at a certain Redemption Moment, with due regard to the withholding of taxes pursuant to Section 12.7 below.

8.3. Without prejudice to ~~items~~ Sections 8.1 and 8.2 above, the Beneficiaries may not sell, transfer, sell, rent, encumber or in any way negotiate with 50% (fifty percent) of the Restricted Shares received from the Company for a period of 1 (one) year, from the date of ~~transfer of~~ January 1st immediately before the date the Restricted Shares ~~by the Company~~ were transferred to the Beneficiary ("Lock-Up"). After this Lock-Up period has elapsed, the aforementioned Restricted Shares will become free and clear of any restrictions, and the Beneficiary may freely trade such shares. ~~The~~ During the Lock-up period and for the guarantee of effectiveness of the Lock-Up, the Company may, at its sole discretion: (i) demand the Beneficiary ~~must~~ to keep the Restricted Shares with the bookkeeping bank and out of B3's trading environment and, ~~as far as possible, said such~~ shares should ~~to~~ be recorded with the bookkeeping bank to provide for the Lock-Up; ~~or (ii) hold the Restricted Shared subject to the Lock-Up in treasury and effect the transfer only after the Lock-Up Period.~~ The Company may, at any time, request proof of compliance with the Lock-Up obligation by the Beneficiary and require the adoption of certain procedures that enable the monitoring and control of the Lock-Up. For the avoidance of

doubt, in the event of ~~Participant Dismissal~~the Termination of a Beneficiary, for any reason, after receiving the Restricted Shares, the portion of the Restricted Shares subject to Lock-Up will remain subject to Lock-Up.

8.4. The right to receive the Restricted Shares under the terms of the Plan will automatically terminate and without any right to indemnity, ceasing all its full effects, in the following cases:

- (i) upon termination of the Grant Contract;
- (ii) if the Company is declared bankrupt; ~~or~~
- (iii) In the cases provided for in ~~item 9~~Section 10 of this Plan; ~~or~~
- (iv) If the Calculated Quantity in any Calculation Period is equal to zero, pursuant Section 8.1.1.

9. Calculation and Redemption of the Calculated Quantity

9.1. The Company shall calculate and notify the Beneficiaries by January 31 of each year, as from the end of the Vesting Period, of the level of achievement of the Target Price, and the Calculated Quantity resulting from such achievement pursuant to the table in Section 8.1 ("Calculation Period").

9.2. Subject to the provisions applicable in the event of Termination as set forth in Section 10 below, once all the Plan Conditions have been met, the Beneficiary may redeem the Calculated Quantity at any Redemption Moment, by means of a written notice to the Company to this effect, delivered up to the last day of the relevant Redemption Moment.

9.3. The redemption of the Calculated Quantity may only be exercised in its entirety, and the Beneficiary may not request partial redemption of the Calculated Quantity.

9.4. The lack of manifestation by the Beneficiary at a given Redemption Moment will be interpreted by the Company as non-exercise of the redemption by the Beneficiary, in which case the right to exercise the redemption will be verified at the subsequent Redemption Moment and so on, subject to verification of the Plan Conditions at each Redemption Moment, but subject to the provisions applicable in the event of Termination as provided for in Section 10 below.

9.5. Should the Beneficiary exercise the redemption of the Calculated Quantity at a given Redemption Moment, according to the Company's calculation in the immediately preceding Calculation Period, the Company shall take the necessary steps to effect the transfer of the Restricted Shares due, subject to the provisions of Section 8.3.

9.6. Subject to the Plan Conditions and the provisions applicable in the event of Termination, as provided for in Section 10 below, the final period for exercising the redemption, in any event, shall be the 4th Redemption Moment, after which the right to the Target Quantity granted shall be automatically cancelled, regardless of prior notice or

notification and without the right to any indemnification to the Beneficiary.

10. ~~9. Changes~~Events of Termination from the Company and its Effects

10.1. ~~9.1.~~ If, ~~at any time, the~~before the end of the Grace Period, a Termination of a Beneficiary leaves the Company occurs:

(i) ~~(a) voluntarily, through voluntary resignation dismissal or resignation from the position of director administrator; or (b) at the will of the Company, (b.1) by means of dismissal for just cause under the terms of the legislation in force or (b.2) removal from his position of director for a just reason resulting from (i) violation of his legal and / or statutory duties or attributions, (ii) motivated termination of the contract that regulates the link between the Company and the Beneficiary; (iii) criminal conviction related to intentional crimes; (iv) dishonest or fraudulent acts against the Company or its controlled companies Invested Companies; (v) any act or omission resulting from the Beneficiary's intent or fault and which is detrimental to the business, image, or financial situation of the Company, its shareholders, or its controlled companies Invested Companies; (vi) harassment or serious violation of the Company's policies and codes: the Beneficiary will lose any and all rights related to the Restricted Shares granted and not yet received from the Company, remaining automatically extinct on the date of Termination, in full right, regardless of prior notice or notification and without the right to any compensation indemnification to the Beneficiary, so that the Restricted Shares will be automatically canceled; or~~

(ii) ~~at the will of the Company, through dismissal without cause or without the manager Beneficiary having incurred in any event that results in dismissal for just reason or dismissal for just cause under the terms of item Section 10.1(i) above: the Beneficiary will be entitled to receive, at the end of the Grace Period 1st Redemption Moment, a pro rata amount of the Target Quantity of Restricted Shares granted under the terms of the respective Grant Contract, Calculated Quantity, as calculated by the Company in the Calculation Period immediately before the 1st Redemption Moment proportional to the number of days elapsed during the Grace Period, in the proportion of X / 1460, where " X "is the number of days between the start date of the Grace Period and the date of Termination, being certain, however, that the effective number of Restricted Shares that the Beneficiary will be entitled to receive will depend on the achievement of the performance goal contained in item 8.1 (b) above, according to the performance table contained in item 8.1 above, which will be applied on the Target Quantity pro rata to which the Beneficiary is entitled under the terms of this Clause. Any provided that any~~ fractions of shares will be rounded up and the ~~Beneficiary will only receive the referred Restricted Shares to which he is entitled on the same date initially provided for in the Grant Agreement and in this Plan, that is, after the grace period has passed, subject to deductions and retentions legal provisions, as provided in item 11.7 below; Restricted Due will be subject to the deductions and retentions set forth in Section 12.7. For the avoidance of doubt, in the event provided for in this Section 10.1(ii), the pro-rata quantity of the Calculated Quantity to which the Beneficiary is entitled will be delivered after the end of the 1st Redemption Moment, under the terms of this Plan, without the need for any manifestation of exercise from the Beneficiary. In the event that the Calculated Quantity at the 1st Redemption Moment is zero, the Beneficiary will lose any and all rights related to the Restricted Shares~~

granted, and they will be automatically cancelled on the date of Termination, regardless of prior notice and without any right to indemnification to the Beneficiary;

10.2. If, after the end of the Grace Period, a Termination of a Beneficiary occurs:

(i) (A) at his/her own will, by means of voluntary dismissal or resignation from the position of administrator, or (B) at the Company's will, by means of dismissal without just cause or without the administrator having incurred in any event resulting in dismissal for just cause under the terms of Section 10.2(ii) below: the Beneficiary shall be entitled to receive, in the 1st Redemption Moment immediately following the Termination, the Calculated Quantity based on the Calculation Period applicable to such Redemption Moment. In this case, the Calculated Quantity to which the Beneficiary is entitled will be delivered after the end of the Redemption Moment in question, under the terms of this Plan, without the need for any notice of exercise from the Beneficiary. In the event that the Calculated Quantity at the 1st Redemption Moment immediately following the Termination is zero, the Beneficiary shall lose any and all rights related to the Restricted Shares granted, and they shall be automatically cancelled on the date of Termination, regardless of prior notice and without any right to indemnification to the Beneficiary; or

(ii) at the Company's will, by means of dismissal for just cause under the terms of the legislation in force or removal from his position as administrator for just cause arising from (i) violation of his legal and/or statutory duties or attributions; (ii) motivated termination of the contract governing the relationship between the Company and the Beneficiary; (iii) criminal conviction related to intentional crimes; (iv) dishonest or fraudulent acts against the Company or its Invested Companies; (v) any act or omission resulting from the Beneficiary's intent or fault and which is detrimental to the business, image or financial situation of the Company, its shareholders or its Invested Companies; (vi) harassment or serious violation of the Company's policies and codes: any and all rights related to the Restricted Shares granted and not yet received from the Company shall forfeit, and the Restricted Shares shall be automatically cancelled on the date of Termination, regardless of prior notice and without any right to indemnification to the Beneficiary;

10.3. In any of the events described in Sections 10.1 and 10.2, the Lock-Up shall apply to the Restricted Shares that may be received, under the terms of Section 8.3 of this Plan.

10.4. ~~(iii) If, at any time, before or after que Grace Period, a Termination occurs due to the Beneficiary's retirement; if agreed with the Company and the Beneficiary agree that the Termination is taking place due to the Beneficiary's retirement,~~ the Beneficiary will be entitled to receive (a) within up to 60 (sixty) days from the date of formalization of its Termination, 50% (fifty percent) of the Target Quantity of Restricted Shares granted under the terms of the respective ~~Granting Agreement~~ Grant Contract, so that 50% (fifty percent) of the Target Quantity granted to the Beneficiary will become immediately ~~dressed~~ vested, regardless ~~during of~~ the Grace Period; and (b) after a period of 12 (twelve) months from the date of formalization of its Termination, 50% (fifty percent) of the Target Quantity granted under the terms of the respective Grant Contract, provided that the Beneficiary complies with the obligations of non-competition and non-enticement to be fixed on the instrument that regulates its shutdown. In the event provided for in this ~~Clause~~ Section, the performance condition ~~contained in item provided in Section~~ 8.1 (b) above will not be

applied, so that the number of Restricted Shares to be delivered will be equivalent to the Target Quantity, subject to legal deductions, as provided in ~~item 11.7~~Section 12.7 below.

10.5. ~~(iv) If, at any time, before or after the Grace Period, a Termination occurs due to death or permanent disability,~~ the Beneficiary or his estate or heir(s), as applicable, will be entitled to receive the totality of the Target Quantity granted under the terms of the respective Grant Contract, so that the Restricted Shares granted to the Beneficiary will be immediately put on, regardless of the grace period, and the Company must deliver the Restricted Shares within 60 (sixty) days from the Termination. In the event provided for in this ~~Clause~~Section, the performance condition contained in ~~item~~Section 8.1 (b) above will not be applied, so that the number of Restricted Shares to be delivered will be equivalent to the Target Quantity, subject to legal deductions, as provided in ~~item 11.7~~Section 12.7 below.

10.6. ~~9.2.~~ Notwithstanding the provisions of ~~item 9.1 above~~this Section 10, the Board of Directors may, at its sole discretion, whenever it deems that the interests of the Company will be better served by such measure, establish rules different from those provided for in ~~item 9.1 above~~this Section 10, granting different treatment to certain Beneficiary, as long as it does not harm the Beneficiary in question.

11. ~~10.~~ Term of the Plan

11.1. ~~10.1.~~ The Plan ~~will come into~~is in force ~~on the date of~~since its approval by the Company's General Meeting ~~held on September, 2020~~ and will remain in force for an indefinite period, however, it can be extinguished, at any time, by decision of the General Meeting, in compliance with the ~~Concession Agreements~~Grant Contracts previously signed.

12.8. The changes implemented in the Plan, by means of this first amendment to the Plan, will also apply to all grants already awarded under the Plan, whose Grace Periods have not yet ended.

12. ~~11.~~ General Provisions

12.1. ~~11.1.~~ The granting of Restricted Shares under the terms of the Plan will not prevent the Company from engaging in corporate reorganization operations, such as transformation, incorporation, merger, spin-off and merger of shares. In these cases, the terms and conditions of this Plan must be respected and the Board of Directors will assess the necessary changes to maintain the objective of this Plan, without prejudice to the Beneficiaries and the Company.

12.2. ~~11.2.~~ In the event of changes in the number, type and class of shares of the Company as a result of bonuses, splits, reverse splits or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company, the terms and conditions of the Plan must be adjusted by the Board of Directors in order to avoid distortions and losses to the Company and the Beneficiaries.

12.3. ~~11.3.~~ No provision of the Plan or Restricted Share granted under the Plan will

grant any Beneficiary the right to remain as a manager and / or employee of the Company, nor will it interfere in any way with the right of the Company at any time and subject to legal conditions and contractual terms, terminate the employee's employment contract and / or interrupt the manager's term of office.

12.4. ~~11.4.~~ Each Beneficiary must expressly adhere to the terms of the Plan, by signing the Grant Contract.

12.5. ~~11.5.~~ Any significant legal change with regard to the regulation of corporations, publicly- held companies, labor legislation and / or the tax effects on restricted shares plans, may lead to the full review of the Plan.

12.6. ~~11.6.~~ Omitted cases will be regulated by the Board of Directors, consulted, when deemed convenient, by the General [Shareholders](#) Meeting.

12.7. ~~11.7.~~ The Company is authorized to withhold any taxes that may be levied on the Plan and the Restricted Shares granted, including the IRRF, being able to operate the withholding of the IRRF and other taxes on the total of Restricted Shares, by reducing the total number of Shares Restricted to be delivered to the Beneficiary, in proportion to the impact related to the tax.

* * * *

EXHIBIT III

Information regarding the First Amendment to the Restricted Share Plan approved at General Meeting held on September 15, 2020

(Pursuant to the Exhibit B, of CVM Ruling 81)

- **Main characteristics of the proposed plan**

- 1. Provide a copy of the proposed plan**

The copy of the First Amendment to the Restricted Share Plan of September 15, 2020 ("Plan") is attached as **Exhibit I** to this proposal.

- 2. Inform the main characteristics of the proposed plan, identifying:**

- a. Potential beneficiaries**

Members of the company's management and employees, or of another company under its control ("Beneficiaries"), may be elected as beneficiaries of the Plan, provided it is approved by the Company's Board of Directors, as detailed in item "d" below.

- b. Maximum number of options to be granted**

Not applicable. The Plan does not provide for the granting of options.

- c. Maximum number of shares covered by the plan**

Shares representing up to 2% (two percent) of the Company's capital stock on the date of the original approval date of the Plan, i.e., September 15, 2020, may be delivered to the Beneficiaries under the Plan, including the share bonification approved at the Shareholders' Meeting on April 19, 2023. This percentage may be adjusted in cases of changes in the number, type, and class of the Company's shares as a result of bonuses, splits, reverse splits, or conversion of shares of one type or class into another or conversion into shares of other securities issued by the Company. The Board of Directors will assess the need for adjustments to the grants already made to avoid distortions and losses to the Company or the Beneficiaries.

- d. Acquisition conditions**

The Company's Board of Directors will define the Beneficiaries to whom the restricted shares will be granted and the target quantity of restricted shares to be granted to each Beneficiary ("Target Quantity"), with the Beneficiary's right to effectively receive the granted restricted shares only being fully acquired if the following conditions are cumulatively met at the Redemption Moment (collectively, the "Plan Conditions"):

- (a) The Beneficiary must be bound as an officer or employee of the Company or an Invested Company, as the case may be;
- (b) It is verified that the quotation price of the Company's share on B3 (weighted by trading volume) in the 90 (ninety) sessions prior to the last day of the fiscal year immediately before the Redemption Moment in question ("Calculation Base Date") is equal to or greater than 90% (ninety percent) of the reference price minus the dividends and interest on equity (JCP) paid between the grant date and the Calculation Base Date, with all of them (share price, dividends, and interest on equity (JCP)) adjusted by the accrued WACC; and
- (c) Any other conditions set forth in each grant agreement have been met.

Subject to the applicable provisions in the event of termination as provided in Section 10 of the Plan, if the Plan Conditions are met, the Beneficiary will be entitled to a percentage of the Target Quantity granted, depending on the quadrant of achievement of the goal, pursuant the table below. In any case, the maximum amount of Restricted Shares to which the Beneficiary will be entitled shall not exceed 120% (one hundred and twenty percent) of the Target Quantity granted ("Calculated Quantity")

Goal Achievement: Share price at each Calculation Base Date vs. Target Price	Percentage of the Target Quantity to which the Beneficiary will be entitled
Less than 90%	0%
Between 90% and 94.99%	70%
Between 95% and 99.99%	85%
Between 100% and 104.99%	100%
Between 105% and 110%	105%
Above 110%	120%

Furthermore, the Company shall only transfer the restricted shares to which the Beneficiary is entitled, according to the Calculated Quantity, upon full achievement of all the Plan Conditions, observing the provisions applicable in the event of Termination, as provided for in Section 10 of the Plan; and (ii) written notice of the redemption by the Beneficiary at a certain Redemption Moment, with due regard to the withholding of taxes pursuant to Section 12.7 of the Plan

e. Detailed criteria for setting the exercise price

Not applicable. The Plan establishes that, once the vesting period is over and all conditions set forth in the Plan are met, the shares will be transferred by the Company to the Beneficiary without the payment of any exercise price.

f. Criteria for setting the exercise period

Not applicable. The Plan establishes that, once the vesting period described in item "d" above is over and all conditions set forth in the Plan are met, the shares will be transferred by the Company to the Beneficiary without the payment of any exercise price, as stated in item "e" above.

g. Form of option settlement

Not applicable. As mentioned above, there shall be no granting of options under the Plan.

To satisfy the grant of restricted shares under the Plan, the Company, subject to applicable law and regulation, will transfer shares held in treasury through a private transaction at no cost to the beneficiaries, in accordance with CVM Resolution No. 77 of March 29, 2022. In the event that there are no shares in treasury and/or it is inability to acquire shares in the market due to legal or regulatory restrictions, the Board of Directors may choose to settle the delivery of restricted shares in cash.

h. Criteria and events that, when verified, will cause the suspension, alteration, or termination of the plan.

The Plan may be terminated at any time by decision of the General Meeting, with the understanding that the grants of restricted shares made prior to the termination of the Plan will remain in effect. Any changes in the applicable legislation and regulation to the Company may lead to a comprehensive review of the Plan.

3. Justify the proposed plan, explaining:

a. The main objectives of the plan

The Plan aims to provide executives and employees of the Company, or the Invested Companies, with a long-term incentive that encourages Beneficiaries to remain with the Company and make long-term decisions that bring positive results to shareholders. This is because the right to effectively acquire the restricted shares is linked to the length of stay and the achievement of performance targets, as described in item "2.d. Acquisition conditions" above. With this, the Company aims to: (a) stimulate the expansion, success and achievement of the social objectives of the Company and the Invested Companies, giving the Beneficiaries the possibility of being shareholders of the Company; (b) align the interests of

the Beneficiaries with the interests of the shareholders; and (c) encourage the Beneficiaries to remain in the Company or in Invested Companies.

b. How the plan contributes to these objectives

By enabling the beneficiaries to become shareholders of the Company under potentially differentiated conditions, after meeting certain conditions, it is expected that they will have strong incentives to remain with the Company and to effectively commit to long-term value creation. They will perform their duties in a way that aligns with the Company's interests, social objectives, and growth plans, thereby maximizing their profits.

Furthermore, by linking the right to restricted shares to the achievement of performance targets, it is believed that beneficiaries will be incentivized to strive for the Company's goals, thereby maximizing shareholder value.

c. How the plan fits into the company's compensation policy

The Plan fits into the Company's compensation policy, as it aims to concentrate a significant part of the beneficiaries' total compensation in long-term variable components, as outlined in item "a" above.

d. How the plan aligns the interests of the beneficiaries and the company in the short, medium, and long term

The Plan aligns the interests of the Beneficiaries and the Company in the short, medium, and long term by encouraging them to remain with the Company and to seek continuous value enhancement. One of the conditions for receiving the shares is the achievement of performance targets (with exponential gains for the executive as the target is met, up to the limit of 120% of the Target Quantity). This is expected to result in sustainable positive outcomes for the Company in the short, medium, and long term.

4. Estimate the Company's expenses arising from the plan, according to the accounting rules that address this matter

The total estimated expenses under the Plan, in accordance with CPC 10 R1 approved by CVM Resolution No. 650 of December 16, 2010, which deals with share-based payments, is R\$ 53,000,000.00 (fifty-three million reais). This estimate is prepared exclusively for accounting purposes, in compliance with the relevant regulations, and does not imply any change in the nature of the Plan or the rules and conditions established therein.