

# SECURITIES AND EXCHANGE COMMISSION

## FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **2022-09-23**  
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### FILER

#### CI&T Inc

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SIC: **7371** Computer programming services

#### Mailing Address

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UGLAND HOUSE - GRAND  
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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM S-8**  
**REGISTRATION STATEMENT**  
*UNDER*  
*THE SECURITIES ACT OF 1933*

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**CI&T Inc**

(Exact Name of Registrant as Specified in Its Charter)

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**The Cayman Islands**  
(State or other jurisdiction of  
incorporation or organization)

**N/A**  
(I.R.S. Employer  
Identification No.)

**7371**

(Primary Standard Industrial Classification Code Number)

**R. Dr. Ricardo Benetton Martins, 1,000  
Pólis de Tecnologia-Prédio 23B,  
Campinas-State of São Paulo  
13086-902- Brazil  
+55 19 21024500**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**CI&T Inc 2022 U.S. Equity Incentive Plan  
CI&T Inc. 2<sup>nd</sup> Stock Option Plan**  
(Full title of the Plans)

**CI&T Inc  
630 Freedom Business Center  
3rd Floor 181  
King of Prussia, PA 19406  
Phone: +1 (610) 482-4810  
Fax: +1 (267) 775-3347**

(Name, address and telephone number, including area code, of agent for service)

*Copies to:*

*Julia L. Petty*

*Cleary Gottlieb Steen & Hamilton LLP*  
*One Liberty Plaza*  
*New York, NY 10006*  
*+1 (212) 225-2000*

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Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

|                         |                                     |                           |                          |
|-------------------------|-------------------------------------|---------------------------|--------------------------|
| Large accelerated filer | <input type="checkbox"/>            | Accelerated filer         | <input type="checkbox"/> |
| Non-accelerated filer   | <input checked="" type="checkbox"/> | Smaller reporting company | <input type="checkbox"/> |
| Emerging growth Company | <input checked="" type="checkbox"/> |                           |                          |

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

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## EXPLANATORY NOTE

This Registration Statement relates to the registration of Class A common shares, par value US\$0.00005 per share (the “Class A Common Share”), of the Registrant to be offered and sold under the CI&T Inc 2022 U.S. Equity Incentive Plan (the “2022 Plan”) and the CI&T Inc. 2<sup>nd</sup> Stock Option Plan (the “2<sup>nd</sup> Plan,” together, the “Plans”).

### PART I

#### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document(s) containing the information specified in Part I will be sent or given to employees as specified by Rule 428(b)(1) (§230.428(b)(1)). Such documents are not being filed with the Securities and Exchange Commission (the “Commission”) either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 (§230.424). These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act. *See* Rule 428(a)(1) (§230.428(a)(1)).

### PART II

#### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

##### **Item 3. Incorporation of Documents by Reference.**

The rules of the Commission allow us to incorporate by reference information into this Registration Statement. The information incorporated by reference is considered to be a part of this Registration Statement, and information that we file later with the Commission will automatically update and supersede this information. This Registration Statement incorporates by reference the documents listed below. In addition, any Report on Form 6-K of the Registrant hereafter furnished to the Commission pursuant to the Exchange Act shall be incorporated by reference into this Registration Statement if and to the extent provided in such document.

- (a) The Registrant’s annual report on Form 20-F for the fiscal year ended December 31, 2021, filed with the Commission on April 22, 2022 (File No. 001-41035).
- (b) All other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), since the end of the fiscal year covered by the Registrant’s Prospectus dated November 9, 2021, filed with the Commission pursuant to Rule 424(b) under the Securities Act.
- (c) The description of the Registrant’s Class A common shares contained in the Registrant’s Registration Statement on Form 8-A (File No. 001-41035) filed with the Commission on November 8, 2021, pursuant to Section 12(b) of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All reports and other documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such reports and other documents. Except as provided in the last sentence of the first paragraph of the section of this Registration Statement entitled “Item 3. Incorporation of Documents by Reference”, nothing in this Registration Statement shall be deemed to incorporate any information provided in documents that is furnished (rather than filed) or is otherwise not deemed to be filed under applicable Commission rules.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

None.

**Item 6. Indemnification of Directors and Officers.**

Cayman Islands law does not limit the extent to which a company's articles of association may provide indemnification of officers and directors, except to the extent that it may be held by the Cayman Islands courts to be contrary to public policy, such as providing indemnification against civil fraud or the consequences of committing a crime.

The Registrant's Articles of Association provide that each of its directors or officers shall be indemnified out of the assets of the registrant against all actions, proceedings, costs, charges, expenses, losses, damages, or liabilities, judgments, fines, settlements and other amounts (including reasonable attorneys' fees and expenses and amounts paid in settlement and costs of investigation (collectively "Losses")) incurred or sustained by such directors or officers, other than by reason of such person's dishonesty, willful default or fraud, in or about the conduct of the Registrant's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of such person's duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any Losses incurred by such director or officer in defending or investigating (whether successfully or otherwise) any civil, criminal, investigative and administrative proceedings concerning or in any way related to the Registrant or the Registrant's affairs in any court whether in the Cayman Islands or elsewhere.

The Registrant intends to enter into indemnification agreements with its directors and executive officers, pursuant to which the Registrant will agree to indemnify each such person and hold him harmless against expenses, judgments, fines and amounts payable under settlement agreements in connection with any threatened, pending or completed action, suit or proceeding to which he has been made a party or in which he became involved by reason of the fact that he is or was our director or officer. Except with respect to expenses to be reimbursed by the Registrant in the event that the indemnified person has been successful on the merits or otherwise in defense of the action, suit or proceeding, the Registrant's obligations under the indemnification agreements are subject to certain customary restrictions and exceptions. Also, the Registrant expects to maintain director's and officer's liability insurance covering its directors and officers with respect to general civil liability, including liabilities under the Securities Act, which he or she may incur in his or her capacity as such.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the Registrant under the foregoing provisions, the Registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The Index of Exhibits filed herewith and appearing immediately after the signature page to this Registration Statement is incorporated by reference in this Item 8.

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

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(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference herein.

(2) That for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Campinas, State of São Paulo, Brazil, on September 23, 2022.

CI&T Inc

By: /s/ Cesar Nivaldo Gon

Name: Cesar Nivaldo Gon

Title: Chief Executive Officer

By: /s/ Stanley Rodrigues

Name: Stanley Rodrigues

Title: Chief Financial Officer

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## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Cesar Nivaldo Gon and Stanley Rodrigues each of them, individually, as his/her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him/her and in his/her name, place and stead in any and all capacities, in connection with this registration statement, including to sign in the name and on behalf of the undersigned, this registration statement and any and all amendments thereto, including post-effective amendments and registrations filed pursuant to Rule 462 under the Securities Act, and to file the same, with all exhibits thereto, and other documents in connection herewith, with the Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his/her substitute, may lawfully do or cause to be done by virtue hereof. This Power of Attorney may be executed in multiple counterparts, each of which shall be deemed an original, but which taken together shall constitute one instrument.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

| <b>Signatures</b>   | <b>Title</b>   | <b>Date</b>        |
|---|--|--------------------|
| <u>/s/ Cesar Nivaldo Gon</u><br>Cesar Nivaldo Gon   | Chief Executive Officer (principal executive officer)                                  | September 23, 2022 |
| <u>/s/ Stanley Rodrigues</u><br>Stanley Rodrigues   | Chief Financial Officer (principal financial officer and principal accounting officer) | September 23, 2022 |
| <u>/s/ Brenno Raiko de Souza</u><br>Brenno Raiko de Souza   | Chairman   | September 23, 2022 |
| <u>/s/ Fernando Matt Borges Martins</u><br>Fernando Matt Borges Martins                                 | Director   | September 23, 2022 |
| <u>/s/ Cesar Nivaldo Gon</u><br>Cesar Nivaldo Gon   | Director   | September 23, 2022 |
| <u>/s/ Patrice Philippe Nogueira Baptista Etlin</u><br>Patrice Philippe Nogueira Baptista Etlin         | Director   | September 23, 2022 |
| <u>/s/ Eduardo Campozana Gouveia</u><br>Eduardo Campozana Gouveia                                       | Director   | September 23, 2022 |
| <u>/s/ Silvio Romero de Lemos Meira</u><br>Silvio Romero de Lemos Meira                                 | Director   | September 23, 2022 |
| <u>/s/ Maria Helena dos Santos Fernandes de Santana</u><br>Maria Helena dos Santos Fernandes de Santana | Director   | September 23, 2022 |
| <u>/s/ Carla Alessandra Trematore</u><br>Carla Alessandra Trematore                                     | Director   | September 23, 2022 |
| <u>/s/ Bruno Guiçardi Neto</u><br>Bruno Guiçardi Neto   | Authorized Representative in<br>the United States                                      | September 23, 2022 |

## Index to Exhibits

| Exhibit No. | Description of Exhibit  |
|-------------|---|
| 3.1         | <a href="#">Memorandum and Articles of Association of CI&amp;T Inc (incorporated by reference to Exhibit 3.1 filed with Registrant's Registration Statement on Form F-1, as amended (File No. 333-260294)).</a> ‡ |
| 4.1         | <a href="#">CI&amp;T Inc 2022 U.S. Equity Incentive Plan.</a> *   |
| 4.2         | <a href="#">CI&amp;T Inc. 2<sup>nd</sup> Stock Option Plan.</a> *   |
| 5.1         | <a href="#">Opinion of Maples and Calder (Cayman) LLP, Cayman Islands Counsel of CI&amp;T, as to the validity of the Class A common shares.</a> *   |
| 23.1        | <a href="#">Consent of Maples and Calder (Cayman) LLP, Cayman Islands Counsel of CI&amp;T (included in Exhibit 5.1).</a> *  |
| 23.2        | <a href="#">Consent of KPMG Auditores Independientes Ltda. relating to the consolidated financial statements of CI&amp;T Inc</a> *  |
| 24.1        | Power of Attorney (included as part of the signature page of the Registration Statement). *   |
| 107         | <a href="#">Filing Fee Table.</a> *   |

\* Filed herewith

‡ Incorporated herein by reference

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**CI&T INC.**  
**2022 U.S. EQUITY INCENTIVE PLAN**

**1. Purpose.**

The purpose of the Plan is to assist the Company in attracting, retaining, motivating, and rewarding certain employees, officers, directors, and consultants of the Company and its subsidiaries and promoting the creation of long-term value for shareholders of the Company by closely aligning the interests of such individuals with those of such shareholders. The Plan authorizes the award of Stock-based and cash-based incentives to Eligible Persons to encourage such Eligible Persons to expend maximum effort in the creation of shareholder value.

**2. Definitions.**

For purposes of the Plan, the following terms shall be defined as set forth below:

(a) “Affiliate” means, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

(b) “Award” means any Incentive Stock Option, award of Restricted Stock, Restricted Stock Unit, Stock Appreciation Right, or other Stock-based award granted under the Plan.

(c) “Award Agreement” means an Incentive Stock Option Agreement, a Restricted Stock Agreement, an RSU Agreement, a SAR Agreement, or an agreement governing the grant of any other Stock-based Award granted under the Plan.

(d) “Board” means the Board of Directors of the Company.

(e) “Cause” means, with respect to a Participant and in the absence of an Award Agreement or Participant Agreement otherwise defining Cause, (1) the Participant’s plea of *nolo contendere* to, conviction of or indictment for, any crime (i) constituting a felony or (ii) that has, or could reasonably be expected to result in, an adverse impact on the performance of the Participant’s duties to the Service Recipient, or otherwise has, or could reasonably be expected to result in, an adverse impact on the business or reputation of the Company or its subsidiaries, (2) conduct of the Participant, in connection with his or her employment or service, that has resulted, or could reasonably be expected to result, in injury to the business or reputation of the Company or its subsidiaries, (3) any material violation of the policies of the Service Recipient, including, but not limited to, those relating to sexual harassment or the disclosure or misuse of confidential information, or those set forth in the manuals or statements of policy of the Service Recipient; (4) the Participant’s act(s) of negligence or willful misconduct in the course of his or her employment or service with the Service Recipient; (5) misappropriation by the Participant of any assets or business opportunities of the Company or its subsidiaries; (6) embezzlement or fraud committed by the Participant, at the Participant’s direction, or with the Participant’s prior actual knowledge; or (7) willful neglect in the performance of the Participant’s duties for the Service Recipient or willful or repeated failure or refusal to perform such duties. If, subsequent to the Termination of a Participant for any reason other than by the Service Recipient for Cause, it is discovered that the Participant’s employment or service could have been terminated for Cause, such Participant’s employment or service shall, at the discretion of the Committee, be deemed to have been terminated by the Service Recipient for Cause for all purposes under the Plan, and the Participant shall be required to repay or return to the Company all amounts and benefits received by him or her in respect of any Award following such Termination that would have been forfeited under the Plan had such Termination been by the Service Recipient for Cause. In the event that there is an Award Agreement or Participant Agreement defining Cause, “Cause” shall have the meaning provided in such agreement, and a Termination by the Service Recipient for Cause hereunder shall not be deemed to have occurred unless all applicable notice and cure periods in such Award Agreement or Participant Agreement are complied with.

(f) “Change in Control” means:

(1) a change in ownership or control of the Company effected through a transaction or series of transactions (other than an offering of Stock to the general public through a registration statement filed with the U.S. Securities and Exchange Commission or similar non-U.S. regulatory agency or pursuant to a Non-Control Transaction) whereby any “person” (as defined in Section 3(a)(9) of the Exchange Act) or any two or more persons deemed to be one “person” (as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), other than the Company or any of its Affiliates, an employee benefit plan sponsored or maintained by the Company or any of its Affiliates (or its related trust), or any underwriter temporarily holding securities pursuant to an offering of such securities, directly or indirectly acquires “beneficial ownership” (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than thirty percent (30%) of the total combined voting power of the Company’s securities eligible to vote in the election of the Board (the “Company Voting Securities”);

(2) the date, within any consecutive twenty-four (24) month period commencing on or after the Effective Date, upon which individuals who constitute the Board as of the Effective Date (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; *provided, however*, that any individual who becomes a director subsequent to the Effective Date whose election or nomination for election was approved by a vote of at least a majority of the directors then constituting the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such individual is named as a nominee for director, without objection to such nomination) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (including, but not limited to, a consent solicitation) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board; or

(3) the consummation of a merger, consolidation, share exchange, or similar form of corporate transaction involving the Company or any of its Affiliates that requires the approval of the Company's shareholders (whether for such transaction, the issuance of securities in the transaction or otherwise) (a "Reorganization"), unless immediately following such Reorganization (i) more than fifty percent (50%) of the total voting power of (A) the corporation resulting from such Reorganization (the "Surviving Company") or (B) if applicable, the ultimate parent corporation that has, directly or indirectly, beneficial ownership of one hundred percent (100%) of the voting securities of the Surviving Company (the "Parent Company"), is represented by Company Voting Securities that were outstanding immediately prior to such Reorganization (or, if applicable, is represented by shares into which such Company Voting Securities were converted pursuant to such Reorganization), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among holders thereof immediately prior to such Reorganization, (ii) no person, other than an employee benefit plan sponsored or maintained by the Surviving Company or the Parent Company (or its related trust), is or becomes the beneficial owner, directly or indirectly, of thirty percent (30%) or more of the total voting power of the outstanding voting securities eligible to elect directors of the Parent Company, or if there is no Parent Company, the Surviving Company, and (iii) at least a majority of the members of the board of directors of the Parent Company, or if there is no Parent Company, the Surviving Company, following the consummation of such Reorganization are members of the Incumbent Board at the time of the Board's approval of the execution of the initial agreement providing for such Reorganization (any Reorganization which satisfies all of the criteria specified in clauses (i), (ii), and (iii) above shall be a "Non-Control Transaction"); or

(4) the sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company to any "person" (as defined in Section 3(a)(9) of the Exchange Act) or to any two or more persons deemed to be one "person" (as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) other than the Company's Affiliates.

1. Notwithstanding the foregoing, (x) a Change in Control shall not be deemed to occur solely because any person acquires beneficial ownership of thirty percent (30%) or more of the Company Voting Securities as a result of an acquisition of Company Voting Securities by the Company that reduces the number of Company Voting Securities outstanding; *provided* that if after such acquisition by the Company such person becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, a Change in Control shall then be deemed to occur, and (y) with respect to the payment of any amount that constitutes a deferral of compensation subject to Section 409A of the Code payable upon a Change in Control, a Change in Control shall not be deemed to have occurred, unless the Change in Control constitutes a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company under Section 409A(a)(2)(A)(v) of the Code.

(g) "Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time, including the rules and regulations thereunder and any successor provisions, rules and regulations thereto.

(h) “Committee” means the Board, the Nominating Committee of the Board, or such other committee consisting of two or more individuals appointed by the Board to administer the Plan.

(i) “Company” means CI&T Inc., a Cayman Islands exempted company.

(j) “Corporate Event” has the meaning set forth in Section 10(b) hereof.

(k) “Data” has the meaning set forth in Section 20(e) hereof.

(l) “Disability” means, in the absence of an Award Agreement or Participant Agreement otherwise defining Disability, the permanent and total disability of such Participant within the meaning of Section 22(e)(3) of the Code. In the event that there is an Award Agreement or Participant Agreement defining Disability, “Disability” shall have the meaning provided in such Award Agreement or Participant Agreement.

(m) “Disqualifying Disposition” means any disposition (including any sale) of Stock acquired upon the exercise of an Incentive Stock Option made within the period that ends either (1) two years after the date on which the Participant was granted the Incentive Stock Option or (2) one year after the date upon which the Participant acquired the Stock.

(n) “Effective Date” means [June 30], 2022, which is the date on which the Plan was approved by the shareholders of the Company.

(o) “Eligible Person” means (1) each employee and officer of the Company or any of its subsidiaries, (2) each non-employee director of the Company or any of its subsidiaries; (3) each other natural Person who provides substantial services to the Company or any of its subsidiaries as a consultant or advisor (or a wholly owned alter ego entity of the natural Person providing such services of which such Person is an employee, shareholder or partner) and who is designated as eligible by the Committee, and (4) each natural Person who has been offered employment by the Company or any of its subsidiaries; *provided* that such prospective employee may not receive any payment or exercise any right relating to an Award until such Person has commenced employment or service with the Company or its subsidiaries. An employee on an approved leave of absence may be considered as still in the employ of the Company or any of its subsidiaries for purposes of eligibility for participation in the Plan.

(p) “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended from time to time, including the rules and regulations thereunder and any successor provisions, rules and regulations thereto.

(q) “Expiration Date” means, with respect to an Incentive Stock Option or Stock Appreciation Right, the date on which the term of such Incentive Stock Option or Stock Appreciation Right expires, as determined under Sections 5(b) or 8(b) hereof, as applicable.

(r) “Fair Market Value” means, as of any date when the Stock is listed on one or more national securities exchanges, the closing price reported on the principal national securities exchange on which such Stock is listed and traded on the date of determination or, if the closing price is not reported on such date of determination, the closing price reported on the most recent date prior to the date of determination. If the Stock is not listed on a national securities exchange, “Fair Market Value” shall mean the amount determined by the Board in good faith, and in a manner consistent with Section 409A of the Code, to be the fair market value per share of Stock.

(s) “Incentive Stock Option” means an Option intended to qualify as an “incentive stock option” within the meaning of Section 422 of the Code.

(t) “Incentive Stock Option Agreement” means a written agreement between the Company and a Participant evidencing the terms and conditions of an individual Incentive Stock Option Award.

(u) “Option” means a conditional right, granted to a Participant under Section 5 hereof, to purchase Stock at a specified price during a specified time period.

(v) “Participant” means an Eligible Person who has been granted an Award under the Plan or, if applicable, such other Person who holds an Award.

(w) “Participant Agreement” means an employment or other services agreement between a Participant and the Service Recipient that describes the terms and conditions of such Participant’s employment or service with the Service Recipient and is effective as of the date of determination.

(x) “Person” means any individual, company, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other entity.

(y) “Plan” means this CI&T Inc. 2022 Equity Incentive Plan, as amended from time to time.

(z) “Restricted Stock” means Stock granted to a Participant under Section 6 hereof that is subject to certain restrictions and to a risk of forfeiture.

(aa) “Restricted Stock Agreement” means a written agreement between the Company and a Participant evidencing the terms and conditions of an individual Restricted Stock Award.

(bb) “Restricted Stock Unit” means a notional unit representing the right to receive one Stock (or the cash value of one share of Stock, if so determined by the Committee) on a specified settlement date.

(cc) “RSU Agreement” means a written agreement between the Company and a Participant evidencing the terms and conditions of an individual Award of Restricted Stock Units.

(dd) “SAR Agreement” means a written agreement between the Company and a Participant evidencing the terms and conditions of an individual Award of Stock Appreciation Rights.



(ee) “Securities Act” means the U.S. Securities Act of 1933, as amended from time to time, including the rules and regulations thereunder and any successor provisions, rules and regulations thereto.

(ff) “Service Recipient” means, with respect to a Participant holding an Award, either the Company or a subsidiary of the Company by which the original recipient of such Award is, or following a Termination was most recently, principally employed or to which such original recipient provides, or following a Termination was most recently providing, services, as applicable.

(gg) “Share Limit” has the meaning set forth in Section 4(a) hereof.

(hh) “Stock” means Class A common shares of the Company, and such other securities as may be substituted for such shares pursuant to Section 10 hereof.

(ii) “Stock Appreciation Right” means a conditional right to receive an amount equal to the value of the appreciation in the Stock over a specified period. Except in the event of extraordinary circumstances, as determined in the sole discretion of the Committee, or pursuant to Section 10(b) hereof, Stock Appreciation Rights shall be settled in Stock.

(jj) “Substitute Award” has the meaning set forth in Section 4(a) hereof.

(kk) “Termination” means the termination of a Participant’s employment or service, as applicable, with the Service Recipient; *provided, however*, that, if so determined by the Committee at the time of any change in status in relation to the Service Recipient (*e.g.*, a Participant ceases to be an employee and begins providing services as a consultant, or vice versa), such change in status will not be deemed a Termination hereunder. Unless otherwise determined by the Committee, in the event that the Service Recipient ceases to be a subsidiary of the Company (by reason of sale, divestiture, spin-off, or other similar transaction), unless a Participant’s employment or service is transferred to another entity that would constitute the Service Recipient immediately following such transaction, such Participant shall be deemed to have suffered a Termination hereunder as of the date of the consummation of such transaction. Notwithstanding anything herein to the contrary, a Participant’s change in status in relation to the Service Recipient (for example, a change from employee to consultant) shall not be deemed a Termination hereunder with respect to any Awards constituting “nonqualified deferred compensation” subject to Section 409A of the Code that are payable upon a Termination unless such change in status constitutes a “separation from service” within the meaning of Section 409A of the Code. Any payments in respect of an Award constituting nonqualified deferred compensation subject to Section 409A of the Code that are payable upon a Termination shall be delayed for such period as may be necessary to meet the requirements of Section 409A(a)(2)(B)(i) of the Code. On the first business day following the expiration of such period, the Participant shall be paid, in a single lump sum without interest, an amount equal to the aggregate amount of all payments delayed pursuant to the preceding sentence, and any remaining payments not so delayed shall continue to be paid pursuant to the payment schedule applicable to such Award.

### 3. Administration.

(a) Authority of the Committee. The Plan shall be administered by the Committee. The Committee shall have full and final authority, in each case subject to and consistent with the provisions of the Plan, to (1) select Eligible Persons to become Participants, (2) grant Awards, (3) determine the number and type of Stock subject to, other terms and conditions of, and all other matters relating to, Awards and the terms of the issuance of such Stock pursuant to such Awards, (4) prescribe Award Agreements (which need not be identical for each Participant) and rules and regulations for the administration of the Plan, (5) construe and interpret the Plan and Award Agreements and correct defects, supply omissions, and reconcile inconsistencies therein, (6) suspend the right to exercise Awards during any period that the Committee deems appropriate to comply with applicable securities laws, and thereafter extend the exercise period of an Award by an equivalent period of time or such shorter period required by, or necessary to comply with, applicable law, and (7) make all other decisions and determinations as the Committee may deem necessary or advisable for the administration of the Plan. Any action of the Committee shall be final, conclusive, and binding on all Persons, including, without limitation, the Company, its shareholders and Affiliates, Eligible Persons, Participants, and beneficiaries of Participants. Notwithstanding anything in the Plan to the contrary, the Committee shall have the ability to accelerate the vesting of any outstanding Award at any time and for any reason, including upon a Corporate Event, subject to Section 10(b), or in the event of a Participant's Termination by the Service Recipient other than for Cause, or due to the Participant's death, Disability or retirement (as such term may be defined in an applicable Award Agreement or Participant Agreement, or, if no such definition exists, in accordance with the Company's then-current employment policies and guidelines). For the avoidance of doubt, the Board shall have the authority to take all actions under the Plan that the Committee is permitted to take.

(b) Delegation. To the extent permitted by applicable law, the Committee may delegate to officers or employees of the Company or any of its subsidiaries, or committees thereof, the authority, subject to such terms as the Committee shall determine, to perform such functions under the Plan, including, but not limited to, administrative functions, as the Committee may determine appropriate. The Committee may appoint agents to assist it in administering the Plan. Any actions taken by an officer or employee delegated authority pursuant to this Section 3(b) within the scope of such delegation shall, for all purposes under the Plan, be deemed to be an action taken by the Committee.

(c) Sections 409A and 457A. The Committee shall take into account compliance with Sections 409A and 457A of the Code in connection with any grant of an Award under the Plan, to the extent applicable. While the Awards granted hereunder are intended to be structured in a manner to avoid the imposition of any penalty taxes under Sections 409A and 457A of the Code, in no event whatsoever shall the Company or any of its Affiliates be liable for any additional tax, interest, or penalties that may be imposed on a Participant as a result of Section 409A or Section 457A of the Code or any damages for failing to comply with Section 409A or Section 457A of the Code or any similar state or local laws (other than for withholding obligations or other obligations applicable to employers, if any, under Section 409A or Section 457A of the Code).

#### 4. Shares Available Under the Plan; Other Limitations.

(a) Number of Shares Available for Delivery. Subject to adjustment as provided in Section 10 hereof, the total number of Stock reserved and available for issuance in connection with Awards under the Plan (the “Share Limit”) shall equal 1,264,628. Stock issued under the Plan shall consist of authorized and unissued shares or previously issued Stock held by the Company in treasury. Notwithstanding the foregoing, (i) except as may be required by reason of Section 422 of the Code, the number of Stock available for issuance hereunder shall not be reduced by shares issued pursuant to Awards issued or assumed in connection with a merger or acquisition as contemplated by applicable stock exchange rules, and their respective successor rules and listing exchange promulgations (each such Award, a “Substitute Award”); and (ii) Stock shall not be deemed to have been issued pursuant to the Plan with respect to any portion of an Award that is settled in cash.

(b) Share Counting Rules. The Committee may adopt reasonable counting procedures to ensure appropriate counting, avoid double-counting (as, for example, in the case of tandem awards or Substitute Awards) and make adjustments if the number of Stock actually issued differs from the number of shares previously counted in connection with an Award. Other than with respect to a Substitute Award, to the extent that an Award expires or is canceled, forfeited, settled in cash, or otherwise terminated without the issuance to the Participant of the full number of Stock to which the Award related, the unissued Stock will again be available for grant. Stock withheld in payment of the exercise price or taxes relating to an Award and Stock equal to the number surrendered in payment of any exercise price or taxes relating to an Award shall not be deemed to constitute shares issued to the Participant and shall be deemed to again be available for issue under the Plan.

(c) Incentive Stock Options. No more than 1,264,628 Stock (subject to adjustment as provided in Section 10 hereof) reserved for issuance hereunder may be issued or transferred upon exercise or settlement of Incentive Stock Options.

#### 5. Incentive Stock Options.

(a) General. Options granted under the Plan are intended to be Incentive Stock Options. No Options may be granted hereunder following the tenth (10<sup>th</sup>) anniversary of the earlier of (i) the date the Plan is adopted by the Board and (ii) the date the shareholders of the Company approve the Plan. Options may be granted to Eligible Persons in such form and having such terms and conditions as the Committee shall deem appropriate; *provided, however*, that Options may be granted only to Eligible Persons who are employees of the Company or a subsidiary of the Company. The provisions of separate Options shall be set forth in separate Incentive Stock Option Agreements, which agreements need not be identical. No dividends or dividend equivalents shall be paid on Options.

(b) Term. The term of each Option shall be set by the Committee at the time of grant; *provided, however*, that no Option granted hereunder shall be exercisable after, and each Option shall expire, ten (10) years from the date it was granted.

(c) Exercise Price. The exercise price per share of Stock for each Option shall be set by the Committee at the time of grant and shall not be less than the Fair Market Value on the date of grant, subject to Section 5(g). Notwithstanding the foregoing, in the case of an Option that is a Substitute Award, the exercise price per share of Stock for such Option may be less than the Fair Market Value on the date of grant; *provided*, that such exercise price is determined in a manner consistent with the provisions of Section 409A of the Code and, if applicable, Section 424(a) of the Code.

(d) Payment for Stock. Payment for Stock acquired pursuant to an Option granted hereunder shall be made in full upon exercise of the Option in a manner approved by the Committee, which may include any of the following payment methods: (1) in immediately available funds in U.S. dollars, or by certified or bank cashier's check, (2) by issue of Stock having a value equal to the exercise price, (3) by a broker-assisted cashless exercise in accordance with procedures approved by the Committee, whereby payment of the Option exercise price and/or tax withholding obligations may be satisfied, in whole or in part, with Stock subject to the Option by delivery of an irrevocable direction to a securities broker (on a form prescribed by the Committee) to sell Stock and to deliver all or part of the sale proceeds to the Company in payment of the aggregate exercise price and, if applicable, the amount necessary to satisfy the Company's withholding obligations, or (4) by any other means approved by the Committee (including, by delivery of a notice of "net exercise" to the Company, pursuant to which the Participant shall receive the number of Stock underlying the Option so exercised reduced by the number of Stock equal to the aggregate exercise price of the Option divided by the Fair Market Value on the date of exercise).

(e) Vesting. Options shall vest and become exercisable in such manner, on such date or dates, or upon the achievement of performance or other conditions, in each case as may be determined by the Committee and set forth in an Incentive Stock Option Agreement; *provided, however*, that notwithstanding any such vesting dates, the Committee may in its sole discretion accelerate the vesting of any Option at any time and for any reason. Unless otherwise specifically determined by the Committee, the vesting of an Option shall occur only while the Participant is employed by or rendering services to the Service Recipient, and all vesting shall cease upon a Participant's Termination for any reason. To the extent permitted by applicable law and unless otherwise determined by the Committee, vesting shall be suspended during the period of any approved unpaid leave of absence by a Participant following which the Participant has a right to reinstatement and shall resume upon such Participant's return to active employment. If an Option is exercisable in installments, such installments or portions thereof that become exercisable shall remain exercisable until the Option expires, is canceled or otherwise terminates.

(f) Termination of Employment or Service. Except as provided by the Committee in an Incentive Stock Option Agreement, Participant Agreement or otherwise:

(1) In the event of a Participant's Termination prior to the applicable Expiration Date for any reason other than (i) by the Service Recipient for Cause, or (ii) by reason of the Participant's death or Disability, (A) all vesting with respect to such Participant's Options outstanding shall cease, (B) all of such Participant's unvested Options outstanding shall terminate and be forfeited for no consideration as of the date of such Termination, and (C) all of such Participant's vested Options outstanding shall terminate and be forfeited for no consideration on the earlier of (x) the applicable Expiration Date and (y) the date that is ninety (90) days after the date of such Termination.

(2) In the event of a Participant's Termination prior to the applicable Expiration Date by reason of such Participant's death or Disability, (i) all vesting with respect to such Participant's Options outstanding shall cease, (ii) all of such Participant's unvested Options outstanding shall terminate and be forfeited for no consideration as of the date of such Termination, and (iii) all of such Participant's vested Options outstanding shall terminate and be forfeited for no consideration on the earlier of (x) the applicable Expiration Date and (y) the date that is twelve (12) months after the date of such Termination.

(3) In the event of a Participant's Termination prior to the applicable Expiration Date by the Service Recipient for Cause, all of such Participant's Options outstanding (whether or not vested) shall immediately terminate and be forfeited for no consideration as of the date of such Termination.

(g) Special Provisions Applicable to Options.

(1) No Option may be granted to any Eligible Person who, at the time the Option is granted, owns directly, or indirectly within the meaning of Section 424(d) of the Code, shares possessing more than ten percent (10%) of the total combined voting power of all classes of shares of the Company or of any parent or subsidiary thereof, unless such Option (i) has an exercise price of at least one hundred ten percent (110%) of the Fair Market Value on the date of the grant of such Option and (ii) cannot be exercised more than five (5) years after the date it is granted.

(2) To the extent that the aggregate Fair Market Value (determined as of the date of grant) of Stock for which Options are exercisable for the first time by any Participant during any calendar year (under all plans of the Company and its subsidiaries) exceeds \$100,000, such excess Options shall be treated as nonqualified stock options that do not qualify as an "incentive stock option" within the meaning of Section 422 of the Code.

(3) Each Participant who receives an Option must agree to notify the Company in writing immediately after the Participant makes a Disqualifying Disposition of any Stock acquired pursuant to the exercise of an Option.

**6. Restricted Stock.**

(a) General. Restricted Stock may be granted to Eligible Persons in such form and having such terms and conditions as the Committee shall deem appropriate. The provisions of separate Awards of Restricted Stock shall be set forth in separate Restricted Stock Agreements, which agreements need not be identical. Subject to the restrictions set forth in Section 6(b) hereof, and except as otherwise set forth in the applicable Restricted Stock Agreement, the Participant shall generally have the rights and privileges of a shareholder as to such Restricted Stock, including the right to vote such Restricted Stock. Unless otherwise set forth in a Participant's Restricted Stock Agreement, cash dividends and share dividends, if any, with respect to the Restricted Stock shall be withheld by the Company for the Participant's account, and shall be subject to forfeiture to the same degree as the Restricted Stock to which such dividends relate. Except as otherwise determined by the Committee, no interest will accrue or be paid on the amount of any cash dividends withheld.

(b) Vesting and Restrictions on Transfer. Restricted Stock shall vest in such manner, on such date or dates, or upon the achievement of performance or other conditions, in each case as may be determined by the Committee and set forth in a Restricted Stock Agreement; *provided, however*, that notwithstanding any such vesting dates, the Committee may in its sole discretion accelerate the vesting of any Award of Restricted Stock at any time and for any reason. Unless otherwise specifically determined by the Committee, the vesting of an Award of Restricted Stock shall occur only while the Participant is employed by or rendering services to the Service Recipient, and all vesting shall cease upon a Participant's Termination for any reason. To the extent permitted by applicable law and unless otherwise determined by the Committee, vesting shall be suspended during the period of any approved unpaid leave of absence by a Participant following which the Participant has a right to reinstatement and shall resume upon such Participant's return to active employment. In addition to any other restrictions set forth in a Participant's Restricted Stock Agreement, the Participant shall not be permitted to sell, transfer, pledge, or otherwise encumber the Restricted Stock prior to the time the Restricted Stock has vested pursuant to the terms of the Restricted Stock Agreement.

(c) Termination of Employment or Service. Except as provided by the Committee in a Restricted Stock Agreement, Participant Agreement or otherwise, in the event of a Participant's Termination for any reason prior to the time that such Participant's Restricted Stock has vested, (1) all vesting with respect to such Participant's Restricted Stock outstanding shall cease, and (2) as soon as practicable following such Termination, the Company shall repurchase from the Participant, and the Participant shall sell, all of such Participant's unvested Restricted Stock at a purchase price equal to the lesser of (A) the original purchase price paid for the Restricted Stock (as adjusted for any subsequent changes in the outstanding Stock or in the capital structure of the Company) *less* any dividends or other distributions or bonus received (or to be received) by the Participant (or any transferee) in respect of such Restricted Stock prior to the date of repurchase and (B) the Fair Market Value of the Stock on the date of such repurchase; provided that, if the original purchase price paid for the Restricted Stock is equal to zero dollars (\$0), such unvested Restricted Stock shall be forfeited to the Company by the Participant for no consideration as of the date of such Termination.

## **7. Restricted Stock Units.**

(a) General. Restricted Stock Units may be granted to Eligible Persons in such form and having such terms and conditions as the Committee shall deem appropriate. The provisions of separate Restricted Stock Units shall be set forth in separate RSU Agreements, which agreements need not be identical.

(b) Vesting. Restricted Stock Units shall vest in such manner, on such date or dates, or upon the achievement of performance or other conditions, in each case as may be determined by the Committee and set forth in an RSU Agreement; *provided, however*, that notwithstanding any such vesting dates, the Committee may in its sole discretion accelerate the vesting of any Restricted Stock Unit at any time and for any reason. Unless otherwise specifically determined by the Committee, the vesting of a Restricted Stock Unit shall occur only while the Participant is employed by or rendering services to the Service Recipient, and all vesting shall cease upon a Participant's Termination for any reason. To the extent permitted by applicable law and unless otherwise determined by the Committee, vesting shall be suspended during the period of any approved unpaid leave of absence by a Participant following which the Participant has a right to reinstatement and shall resume upon such Participant's return to active employment.

(c) Settlement. Restricted Stock Units shall be settled in Stock, cash, or property, as determined by the Committee, in its sole discretion, on the date or dates determined by the Committee and set forth in an RSU Agreement. Unless otherwise set forth in a Participant's RSU Agreement, a Participant shall not be entitled to dividends, if any, or dividend equivalents with respect to Restricted Stock Units prior to settlement.

(d) Termination of Employment or Service. Except as provided by the Committee in an RSU Agreement, Participant Agreement or otherwise, in the event of a Participant's Termination for any reason prior to the time that such Participant's Restricted Stock Units have been settled, (1) all vesting with respect to such Participant's Restricted Stock Units outstanding shall cease, (2) all of such Participant's unvested Restricted Stock Units outstanding shall be forfeited for no consideration as of the date of such Termination, and (3) any shares remaining unissued with respect to vested Restricted Stock Units then held by such Participant shall be issued on the issue date or dates specified in the RSU Agreement.

## **8. Stock Appreciation Rights.**

(a) General. Stock Appreciation Rights may be granted to Eligible Persons in such form and having such terms and conditions as the Committee shall deem appropriate. The provisions of separate Stock Appreciation Rights shall be set forth in separate SAR Agreements, which agreements need not be identical. No dividends or dividend equivalents shall be paid on Stock Appreciation Rights.

(b) Term. The term of each Stock Appreciation Right shall be set by the Committee at the time of grant; *provided, however*, that no Stock Appreciation Right granted hereunder shall be exercisable after, and each Stock Appreciation Right shall expire, ten (10) years from the date it was granted.

(c) Base Price. The base price per share of Stock for each Stock Appreciation Right shall be set by the Committee at the time of grant and shall not be less than the Fair Market Value on the date of grant. Notwithstanding the foregoing, in the case of a Stock Appreciation Right that is a Substitute Award, the base price per share of Stock for such Stock Appreciation Right may be less than the Fair Market Value on the date of grant; *provided*, that such base price is determined in a manner consistent with the provisions of Section 409A of the Code.

(d) Vesting. Stock Appreciation Rights shall vest and become exercisable in such manner, on such date or dates, or upon the achievement of performance or other conditions, in each case as may be determined by the Committee and set forth in a SAR Agreement; *provided, however*, that notwithstanding any such vesting dates, the Committee may in its sole discretion accelerate the vesting of any Stock Appreciation Right at any time and for any reason. Unless otherwise specifically determined by the Committee, the vesting of a Stock Appreciation Right shall occur only while the Participant is employed by or rendering services to the Service Recipient, and all vesting shall cease upon a Participant's Termination for any reason. To the extent permitted by applicable law and unless otherwise determined by the Committee, vesting shall be suspended during the period of any approved unpaid leave of absence by a Participant following which the Participant has a right to reinstatement and shall resume upon such Participant's return to active employment. If a Stock Appreciation Right is exercisable in installments, such installments or portions thereof that become exercisable shall remain exercisable until the Stock Appreciation Right expires, is canceled or otherwise terminates.

(e) Payment upon Exercise. Payment upon exercise of a Stock Appreciation Right may be made in cash, Stock, or property as specified in the SAR Agreement or determined by the Committee, in each case having a value in respect of each share of Stock underlying the portion of the Stock Appreciation Right so exercised, equal to the difference between the base price of such Stock Appreciation Right and the Fair Market Value of one (1) share of Stock on the exercise date. For purposes of clarity, each share of Stock to be issued in settlement of a Stock Appreciation Right is deemed to have a value equal to the Fair Market Value of one (1) share of Stock on the exercise date. In no event shall fractional shares be issuable upon the exercise of a Stock Appreciation Right, and in the event that fractional shares would otherwise be issuable, the number of shares issuable will be rounded down to the next lower whole number of shares, and the Participant will be entitled to receive a cash payment equal to the value of such fractional share.

(f) Termination of Employment or Service. Except as provided by the Committee in a SAR Agreement, Participant Agreement or otherwise:

(1) In the event of a Participant's Termination prior to the applicable Expiration Date for any reason other than (i) by the Service Recipient for Cause, or (ii) by reason of the Participant's death or Disability, (A) all vesting with respect to such Participant's Stock Appreciation Rights outstanding shall cease, (B) all of such Participant's unvested Stock Appreciation Rights outstanding shall terminate and be forfeited for no consideration as of the date of such Termination, and (C) all of such Participant's vested Stock Appreciation Rights outstanding shall terminate and be forfeited for no consideration on the earlier of (x) the applicable Expiration Date and (y) the date that is ninety (90) days after the date of such Termination.

(2) In the event of a Participant's Termination prior to the applicable Expiration Date by reason of such Participant's death or Disability, (i) all vesting with respect to such Participant's Stock Appreciation Rights outstanding shall cease, (ii) all of such Participant's unvested Stock Appreciation Rights outstanding shall terminate and be forfeited for no consideration as of the date of such Termination, and (iii) all of such Participant's vested Stock Appreciation Rights outstanding shall terminate and be forfeited for no consideration on the earlier of (x) the applicable Expiration Date and (y) the date that is twelve (12) months after the date of such Termination.



(3) In the event of a Participant's Termination prior to the applicable Expiration Date by the Service Recipient for Cause, all of such Participant's Stock Appreciation Rights outstanding (whether or not vested) shall immediately terminate and be forfeited for no consideration as of the date of such Termination.

#### **9. Other Stock-Based Awards.**

The Committee is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based upon or related to Stock, as deemed by the Committee to be consistent with the purposes of the Plan. The Committee may also grant Stock as a bonus (whether or not subject to any vesting requirements or other restrictions on transfer), and may grant other Awards in lieu of obligations of the Company or an Affiliate to pay cash or deliver other property under the Plan or under other plans or compensatory arrangements, subject to such terms as shall be determined by the Committee. The terms and conditions applicable to such Awards shall be determined by the Committee and evidenced by Award Agreements, which agreements need not be identical.

#### **10. Adjustment for Recapitalization, Merger, etc.**

(a) Capitalization Adjustments. In the event of (1) changes in the outstanding Stock or in the capital structure of the Company by reason of share dividends, share splits, reverse share splits, recapitalizations, reorganizations, mergers, amalgamations, consolidations, combinations, exchanges, or other relevant changes in capitalization occurring after the date of grant of any such Award (including any Corporate Event); (2) the declaration and payment of any extraordinary dividend in respect of Stock, whether payable in the form of cash, shares, or any other form of consideration; or (3) any other change in applicable laws or circumstances, in each case, to the extent that the Committee in its sole discretion determines that such event results in or could reasonably be expected to result in any substantial dilution or enlargement of the rights intended to be granted to, or available for, Participants in the Plan, then the Committee shall: (A) equitably and proportionately adjust or substitute, as determined by the Committee in its sole discretion, (w) the aggregate number of Stock that may be issued in connection with Awards (as set forth in Section 4(a) hereof), (x) the number of Stock covered by each outstanding Award, (y) the price per share of Stock underlying each outstanding Award, and/or (z) the kind of Stock or other consideration subject to each outstanding Award and available for future issuance pursuant to the Plan; (B) in respect of an outstanding Award, make one or more cash payments to the holder of an outstanding Award, which payment shall be subject to such terms and conditions (including timing of payment(s), vesting and forfeiture conditions) as the Committee may determine in its sole discretion, in an amount that the Committee determines in its sole discretion addresses the diminution in the value of such outstanding Award in connection with such event; or (C) any combination of clauses (A) and (B) above as determined appropriate by the Committee in its sole discretion. In no event shall any adjustments be made in connection with the conversion of one or more outstanding preferred shares of the Company into Stock. The Committee will make such adjustments, substitutions or payment, and its determination will be final, binding and conclusive. The Committee need not take the same action or actions with respect to all Awards or portions thereof or with respect to all Participants. The Committee may take different actions with respect to the vested and unvested portions of an Award.

(b) Corporate Events. Notwithstanding the foregoing, except as provided by the Committee in an Award Agreement, Participant Agreement or otherwise, in connection with (1) a merger, amalgamation, or consolidation involving the Company in which the Company is not the surviving corporation, (2) a merger, amalgamation, or consolidation involving the Company in which the Company is the surviving corporation but the holders of Stock receive securities of another corporation or other property or cash, (3) a Change in Control, or (4) the reorganization, dissolution or liquidation of the Company (each, a “Corporate Event”), all Awards outstanding on the effective date of such Corporate Event shall be treated in the manner described in the definitive transaction agreement (or, in the event that the Corporate Event does not entail a definitive agreement to which the Company is party, in the manner determined by the Committee in its sole discretion), which agreement may provide, without limitation, for one or more of the following:

(1) The assumption or substitution of any or all Awards in connection with such Corporate Event, in which case the Awards shall be subject to the adjustment set forth in Section 10(a) above, and to the extent that such Awards vest subject to the achievement of performance objectives or criteria, such objectives or criteria shall be adjusted appropriately to reflect the Corporate Event;

(2) The acceleration of vesting of any or all Awards, subject to the consummation of such Corporate Event;

(3) The cancellation of any or all Awards (whether vested or unvested) as of the consummation of such Corporate Event, together with the payment to the Participants holding vested Awards (including any Awards that would vest upon the Corporate Event but for such cancellation) so canceled of an amount in respect of cancellation based upon the per-share consideration being paid for the Stock in connection with such Corporate Event, less, in the case of Options and other Awards subject to exercise, the applicable exercise price (such amounts to be paid on substantially the same schedule and subject to substantially the same terms and conditions as the consideration payable for the Stock in connection with the Corporate Event, unless otherwise determined by the Committee); *provided, however*, that holders of Options and other Awards subject to exercise shall be entitled to consideration in respect of cancellation of such Awards only if the per-share consideration less the applicable exercise price is greater than zero dollars (\$0), and to the extent that the per-share consideration is less than or equal to the applicable exercise price, such Awards shall be canceled for no consideration;

(4) The cancellation of any or all Options and other Awards subject to exercise (whether vested or unvested) as of the consummation of such Corporate Event; *provided*, that, all Options and other Awards to be so cancelled pursuant to this paragraph (4) shall first become exercisable for a period of at least ten (10) days prior to such Corporate Event, with any exercise during such period of any unvested Options or other Awards to be (A) contingent upon and subject to the occurrence of the Corporate Event, and (B) effectuated by such means as are approved by the Committee; and

(5) The replacement of any or all Awards with a cash incentive program that preserves the value of the Awards so replaced (determined as of the consummation of the Corporate Event), with subsequent payment of cash incentives subject to the same vesting conditions as applicable to the Awards so replaced and payment to be made within thirty (30) days of the applicable vesting date (or such later date on which the applicable consideration is payable for the Stock in connection with the Corporate Event, unless otherwise determined by the Committee).

Payments to holders pursuant to subsection 10(b)(3) above shall be made in cash or, in the sole discretion of the Committee, in the form of such other consideration necessary for a Participant to receive property, cash, or securities (or a combination thereof) as such Participant would have been entitled to receive upon the occurrence of the transaction if the Participant had been, immediately prior to such transaction, the holder of the number of Stock covered by the Award at such time (less any applicable exercise price). In addition, in connection with any Corporate Event, prior to any payment or adjustment contemplated under this Section 10(b), the Committee may require a Participant to (A) represent and warrant as to the unencumbered title to his or her Awards, (B) bear such Participant's pro-rata share of any post-closing indemnity obligations and be subject to the same post-closing purchase price adjustments, escrow terms, offset rights, holdback terms, and similar conditions as the other holders of Stock, and (C) deliver customary transfer documentation as reasonably determined by the Committee.

The Committee need not take the same action or actions with respect to all Awards or portions thereof or with respect to all Participants. The Committee may take different actions with respect to the vested and unvested portions of an Award.

(c) Fractional Shares. Any adjustment provided under this Section 10 may, in the Committee's discretion, provide for the elimination of any fractional share that might otherwise become subject to an Award. No cash settlements shall be made with respect to fractional shares so eliminated.

**11. Use of Proceeds.**

The proceeds received from the sale of Stock pursuant to the Plan shall be used for general corporate purposes.

**12. Rights and Privileges as a Shareholder.**

Except as otherwise specifically provided in the Plan, no Person shall be entitled to the rights and privileges of Stock ownership in respect of Stock that are subject to Awards hereunder until such Stock has been issued to that Person.

**13. Transferability of Awards.**

Awards may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the applicable laws of descent and distribution, and to the extent subject to exercise, Awards may not be exercised during the lifetime of the grantee other than by the grantee. Notwithstanding the foregoing, except with respect to Incentive Stock Options, Awards and a Participant's rights under the Plan shall be transferable for no value to the extent provided in an Award Agreement or otherwise determined at any time by the Committee.

**14. Employment or Service Rights.**

No individual shall have any claim or right to be granted an Award under the Plan or, having been selected for the grant of an Award, to be selected for the grant of any other Award. Neither the Plan nor any action taken hereunder shall be construed as giving any individual any right to be retained in the employ or service of the Company or a subsidiary of the Company.

**15. Compliance with Laws.**

The obligation of the Company to issue Stock upon vesting, exercise, or settlement of any Award shall be subject to all applicable laws, rules, and regulations, and to such approvals by governmental agencies as may be required. Notwithstanding any terms or conditions of any Award to the contrary, the Company shall be under no obligation to offer to sell or to sell, and shall be prohibited from offering to sell or selling, any Stock pursuant to an Award unless such shares have been properly registered for sale with the U.S. Securities and Exchange Commission pursuant to the Securities Act (or with a similar non-U.S. regulatory agency pursuant to a similar law or regulation) or unless the Company has received an opinion of counsel, satisfactory to the Company, that such shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale or resale under the Securities Act any of the Stock to be offered or sold under the Plan or any Stock to be issued upon exercise or settlement of Awards. If the Stock offered for sale or sold under the Plan are offered or sold pursuant to an exemption from registration under the Securities Act, the Company may restrict the transfer of such shares and may legend the Stock certificates representing such shares in such manner as it deems advisable to ensure the availability of any such exemption.

**16. Withholding Obligations.**

As a condition to the issuance, vesting, exercise, or settlement of any Award (or upon the making of an election under Section 83(b) of the Code), the Committee may require that a Participant satisfy, through deduction or withholding from any payment of any kind otherwise due to the Participant, or through such other arrangements as are satisfactory to the Committee, the amount of all federal, state, and local income and other taxes of any kind required or permitted to be withheld in connection with such issuance, vesting, exercise, or settlement (or election). The Committee, in its discretion, may permit Stock to be used to satisfy tax withholding requirements, and such shares shall be valued at their Fair Market Value as of the issuance, vesting, exercise, or settlement date of the Award, as applicable.

**17. Amendment of the Plan or Awards.**

(a) Amendment of Plan. The Board or the Committee may amend the Plan at any time and from time to time.

(b) Amendment of Awards. The Board or the Committee may amend the terms of any one or more Awards at any time and from time to time.

(c) Shareholder Approval; No Material Impairment. Notwithstanding anything herein to the contrary, no amendment to the Plan or any Award shall be effective without shareholder approval to the extent that such approval is required pursuant to applicable law or the applicable rules of each national securities exchange on which the Stock is listed. Additionally, no amendment to the Plan or any Award shall materially impair a Participant's rights under any Award unless the Participant consents in writing (it being understood that no action taken by the Board or the Committee that is expressly permitted under the Plan, including, without limitation, any actions described in Section 10 hereof, shall constitute an amendment to the Plan or an Award for such purpose). Notwithstanding the foregoing, subject to the limitations of applicable law, if any, and without an affected Participant's consent, the Board or the Committee may amend the terms of the Plan or any one or more Awards from time to time as necessary to bring such Awards into compliance with applicable law, including, without limitation, Section 409A of the Code.

(d) No Repricing of Awards Without Shareholder Approval. Notwithstanding Sections 17(a) or 17(b) above, or any other provision of the Plan, the repricing of Awards shall not be permitted without shareholder approval. For this purpose, a "repricing" means any of the following (or any other action that has the same effect as any of the following): (1) changing the terms of an Award to lower its exercise or base price (other than on account of capital adjustments resulting from share splits, etc., as described in Section 10(a) hereof), and (2) repurchasing for cash or canceling an Award in exchange for another Award at a time when its exercise or base price is greater than the Fair Market Value of the underlying Stock, unless the cancellation and exchange occurs in connection with an event set forth in Section 10(b) hereof.

#### **18. Termination or Suspension of the Plan.**

The Board or the Committee may suspend or terminate the Plan at any time. Unless sooner terminated, the Plan shall terminate on the day before the tenth (10<sup>th</sup>) anniversary of the date the shareholders of the Company approve the Plan. No Awards may be granted under the Plan while the Plan is suspended or after it is terminated; *provided, however*, that following any suspension or termination of the Plan, the Plan shall remain in effect for the purpose of governing all Awards then outstanding hereunder until such time as all Awards under the Plan have been terminated, forfeited, or otherwise canceled, or earned, exercised, settled, or otherwise paid out, in accordance with their terms.

#### **19. Effective Date of the Plan.**

The Plan is effective as of the Effective Date, subject to shareholder approval.

#### **20. Miscellaneous.**

(a) Certificates. Stock acquired pursuant to Awards granted under the Plan may be evidenced in such a manner as the Committee shall determine. If certificates representing Stock are registered in the name of the Participant, the Committee may require that (1) such certificates bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Stock, (2) the Company retain physical possession of the certificates, and (3) the Participant deliver a share transfer form to the Company, endorsed in blank, relating to the Stock. Notwithstanding the foregoing, the Committee may determine, in its sole discretion, that the Stock shall be held in book-entry form rather than in certificated form.

(b) Other Benefits. No Award granted or paid out under the Plan shall be deemed compensation for purposes of computing benefits under any retirement plan of the Company or its Subsidiaries nor affect any benefits under any other benefit plan now or subsequently in effect under which the availability or amount of benefits is related to the level of compensation.

(c) Corporate Action Constituting Grant of Awards. Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Committee, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (*e.g.*, Committee consents, resolutions or minutes) documenting the corporate action constituting the grant contain terms (*e.g.*, exercise price, vesting schedule or number of Stock) that are inconsistent with those in the Award Agreement as a result of a clerical error in connection with the preparation of the Award Agreement, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement.

(d) Clawback/Recoupment Policy. Notwithstanding anything contained herein to the contrary, all Awards granted under the Plan shall be and remain subject to any incentive compensation clawback or recoupment policy currently in effect or as may be adopted by the Board (or a committee or subcommittee of the Board) and, in each case, as may be amended from time to time. No such policy adoption or amendment shall in any event require the prior consent of any Participant. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for “good reason” or “constructive termination” (or similar term) under any agreement with the Company or any of its Subsidiaries. In the event that an Award is subject to more than one such policy, the policy with the most restrictive clawback or recoupment provisions shall govern such Award, subject to applicable law.

(e) Data Privacy. As a condition of receipt of any Award, each Participant explicitly and unambiguously consents to the collection, use, and transfer, in electronic or other form, of personal data as described in this Section 20(e) by and among, as applicable, the Company and its subsidiaries for the exclusive purpose of implementing, administering, and managing the Plan and Awards and the Participant’s participation in the Plan. In furtherance of such implementation, administration, and management, the Company and its subsidiaries may hold certain personal information about a Participant, including, but not limited to, the Participant’s name, home address, telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), information regarding any securities of the Company or any of its subsidiaries, and details of all Awards (the “Data”). In addition to transferring the Data amongst themselves as necessary for the purpose of implementation, administration, and management of the Plan and Awards and the Participant’s participation in the Plan, the Company and its subsidiaries may each transfer the Data to any third parties assisting the Company in the implementation, administration, and management of the Plan and Awards and the Participant’s participation in the Plan. Recipients of the Data may be located in the Participant’s country or elsewhere, and the Participant’s country and any given recipient’s country may have different data privacy laws and protections. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain, and transfer the Data, in electronic or other form, for the purposes of assisting the Company in the implementation, administration, and management of the Plan and Awards and the Participant’s participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Company or the Participant may elect to deposit any Stock. The Data related to a Participant will be held only as long as is necessary to implement, administer, and manage the Plan and Awards and the Participant’s participation in the Plan. A Participant may, at any time, view the Data held by the Company with respect to such Participant, request additional information about the storage and processing of the Data with respect to such Participant, recommend any necessary corrections to the Data with respect to the Participant, or refuse or withdraw the consents herein in writing, in any case without cost, by contacting his or her local human resources representative. The Company may cancel the Participant’s eligibility to participate in the Plan, and in the Committee’s discretion, the Participant may forfeit any outstanding Awards if the Participant refuses or withdraws the consents described herein. For more information on the consequences of refusal to consent or withdrawal of consent, Participants may contact their local human resources representative.

(f) Participants Outside of the United States. The Committee may modify the terms of any Award under the Plan made to or held by a Participant who is then a resident, or is primarily employed or providing services, outside of the United States in any manner deemed by the Committee to be necessary or appropriate in order that such Award shall conform to laws, regulations, and customs of the country in which the Participant is then a resident or primarily employed or providing services, or so that the value and other benefits of the Award to the Participant, as affected by non-U.S. tax laws and other restrictions applicable as a result of the Participant's residence, employment, or providing services abroad, shall be comparable to the value of such Award to a Participant who is a resident, or is primarily employed or providing services, in the United States. An Award may be modified under this Section 20(f) in a manner that is inconsistent with the express terms of the Plan, so long as such modifications will not contravene any applicable law or regulation. Additionally, the Committee may adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Eligible Persons who are non-U.S. nationals or are primarily employed or providing services outside the United States.

(g) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company or any of its subsidiaries is reduced (for example, and without limitation, if the Participant is an employee of the Company and the employee has a change in status from a full-time employee to a part-time employee) after the date of grant of any Award to the Participant, the Committee has the right in its sole discretion to (i) make a corresponding reduction in the number of Stock subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(h) No Liability of Committee Members. Neither any member of the Committee nor any of the Committee's permitted delegates shall be liable personally by reason of any contract or other instrument executed by such member or on his or her behalf in his or her capacity as a member of the Committee or for any mistake of judgment made in good faith, and the Company shall indemnify and hold harmless each member of the Committee and each other employee, officer, or director of the Company to whom any duty or power relating to the administration or interpretation of the Plan may be allocated or delegated, against all costs and expenses (including counsel fees) and liabilities (including sums paid in settlement of a claim) arising out of any act or omission to act in connection with the Plan, unless arising out of such Person's own fraud or willful misconduct; *provided, however*, that approval of the Board shall be required for the payment of any amount in settlement of a claim against any such Person. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such Persons may be entitled under the Company's certificate or articles of incorporation or by-laws, each as may be amended from time to time, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

(i) Payments Following Accidents or Illness. If the Committee shall find that any Person to whom any amount is payable under the Plan is unable to care for his or her affairs because of illness or accident, or is a minor, or has died, then any payment due to such Person or his or her estate (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Committee so directs the Company, be paid to his or her spouse, child, relative, an institution maintaining or having custody of such Person, or any other Person deemed by the Committee to be a proper recipient on behalf of such Person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Committee and the Company therefor.

(j) Governing Law. The Plan shall be governed by and construed in accordance with the laws of the State of New York, without reference to the principles of conflicts of laws thereof.

(k) Electronic Delivery. Any reference herein to a “written” agreement or document or “writing” will include any agreement or document delivered electronically or posted on the Company’s intranet (or other shared electronic medium controlled or authorized by the Company to which the Participant has access) to the extent permitted by applicable law.

(l) Statute of Limitations. A Participant or any other person filing a claim for benefits under the Plan must file the claim within one (1) year of the date the Participant or other person knew or should have known of the facts giving rise to the claim. This one-year statute of limitations will apply in any forum where a Participant or any other person may file a claim and, unless the Company waives the time limits set forth above in its sole discretion, any claim not brought within the time periods specified shall be waived and forever barred.

(m) Funding. No provision of the Plan shall require the Company, for the purpose of satisfying any obligations under the Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made or otherwise to segregate any assets, nor shall the Company be required to maintain separate bank accounts, books, records, or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the Plan other than as unsecured general creditors of the Company, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other employees and service providers under general law.



(n) Reliance on Reports. Each member of the Committee and each member of the Board shall be fully justified in relying, acting, or failing to act, and shall not be liable for having so relied, acted, or failed to act in good faith, upon any report made by the independent public accountant of the Company and its Affiliates and upon any other information furnished in connection with the Plan by any Person or Persons other than such member.

(o) Titles and Headings. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

\* \* \*

ADOPTED BY THE BOARD OF DIRECTORS: MAY 31, 2022

APPROVED BY THE SHAREHOLDERS: JUNE 30, 2022

TERMINATION DATE: JUNE 30, 2032

## CI&amp;T Inc.

## 2º PLANO DE OPÇÕES DE COMPRA DE AÇÕES

Aprovado em Reunião do Conselho de Administração da CI&T Inc., empresa isenta das Ilhas Cayman, com sede 630 Freedom Business Center, 3rd Floor, 181, King of Prussia, PA 19406 (“Companhia”) ocorrida em 9 de junho de 2022 (“2º Plano”).

## 1. Objetivo do 2º Plano

1.1. Objetivo. Este 2º Plano tem por objetivo conceder aos Participantes (conforme definição na Cláusula 2 abaixo) o direito de se tornarem acionistas da Companhia mediante o exercício de opções de compra de ações de emissão da Companhia (“Opções” ou, individualmente, “Opção”). Este direito poderá estar sujeito a determinadas condições a serem impostas pela Companhia e visa : (a) estimular a expansão, o êxito e a consecução do objeto social da Companhia e suas Controladas; e (b) alinhar os interesses dos acionistas da Companhia ao dos Participantes.

1.1.1. Para os fins deste 2º Plano, serão consideradas “Controladas” todas e quaisquer sociedades nas quais a Companhia detenha ou venha a deter, direta ou indiretamente, direitos de sócia que lhe assegurem, de modo permanente, preponderância nas deliberações sociais e/ou o poder de eleger a maioria dos administradores das referidas sociedades.

## 2. Participantes

2.1. Participantes. Poderão participar deste 2º Plano os profissionais selecionados a exclusivo critério do Conselho de Administração ou do Comitê de Pessoas (“Comitê”), dentre os Administradores, Executivos, Empregados e Prestadores de Serviços da Companhia e de suas Controladas.

2.1.1. Para os fins deste 2º Plano:

(a) “Administrador” significa membro do Conselho de Administração e/ou da Diretoria da Companhia ou de suas Controladas;

(b) “Executivo” significa empregado sênior da Companhia ou de suas Controladas;

(c) “Empregado” significa profissional que desempenha determinadas atividades e/ou funções para a Companhia ou suas Controladas com vínculo empregatício; e

(d) “Prestador de Serviços” significa profissional que desempenha determinadas atividades e/ou funções para a Companhia ou suas Controladas sem possuir vínculo empregatício ou estatutário com referidas sociedades.

## CI&amp;T Inc.

2<sup>nd</sup> STOCK OPTION PLAN

Approved by CI&T Inc., a Cayman Islands exempted company, with its principal office at 630 Freedom Business Center, 3rd Floor, 181, King of Prussia, PA 19406 (“Company”)’s Board of Directors meeting held on June 9, 2022 (“Plan”).

1. Purpose of the 2<sup>nd</sup> Plan

1.1. Purpose. The purpose of this 2<sup>nd</sup> Plan is to grant to the Participants (as defined in Clause 2 below) the right to become shareholders of the Company through the exercise of stock options issued by the Company (“Options”, or, individually, “Option”). Such right may be subject to certain conditions to be imposed by the Company and aims at (a) stimulating the expansion, success and achievement of the corporate purpose of the Company and its Subsidiaries; and (b) aligning the interests of the Company’s shareholders with those of the Participants.

1.1.1. For the purposes of this 2<sup>nd</sup> Plan, “Subsidiaries” are deemed to be any and all entities in which the Company holds or shall hold, directly or indirectly, equity interest ensuring prevalence, on a permanent basis, in corporate resolutions and/or the power to elect the majority of the managers of such entities.

## 2. Participants

2.1. Participants. Professionals selected at the exclusive discretion of the Board of Directors among the Managers, Executives, Employees and Service Providers of the Company and its Subsidiaries may participate in this 2<sup>nd</sup> Plan.

2.1.1. For the purposes of this 2<sup>nd</sup> Plan:

(a) “Manager” means member of the Company’s or its Subsidiaries’ Board of Directors and/or Officers;

(b) “Executive” means senior employee of the Company or its Subsidiaries;

(c) “Employee” means professional who performs certain activities and/or functions for the Company or its Subsidiaries under an employment relationship; and

(d) “Service Provider” means professional who performs certain activities and/or functions for the Company or its Subsidiaries without having an employment or statutory relationship with such companies.

2.1.2. Serão considerados participantes deste 2º Plano os Administradores, Executivos, Empregados e Prestadores de Serviços em favor dos quais a Companhia outorgue uma ou mais Opções (“Participantes”).

2.2. Tratamentos Diferenciados. O Conselho de Administração ou o Comitê poderão tratar de maneira diferenciada Participantes que se encontrem em situação similar, não estando obrigado, por qualquer regra de isonomia ou analogia, a estender a outros Participantes, qualquer condição, benefício ou deliberação que entenda aplicável apenas a determinados Participantes. O Conselho de Administração ou o Comitê poderá, ainda, estabelecer um tratamento especial para casos excepcionais, durante a eficácia de cada direito de Opção, desde que não sejam afetados os direitos concedidos aos demais Participantes nem os princípios básicos deste 2º Plano. Tal disciplina excepcional não constituirá precedente invocável por outros Participantes.

2.3. Permanência no Emprego ou Cargo. Nenhuma disposição deste 2º Plano, assim como sua simples existência, conferirá aos Participantes garantia de manutenção do vínculo empregatício, estatutário ou contratual com a Companhia ou suas Controladas ou interferirá de qualquer modo no direito da Companhia e de suas Controladas, sujeito às condições legais e àquelas do contrato de trabalho ou do contrato de prestação de serviços, conforme o caso, de rescindir a qualquer tempo o relacionamento com o Participante. Adicionalmente, nenhuma disposição deste 2º Plano conferirá a qualquer Administrador titular de uma Opção direitos concernentes à sua permanência até o término do seu mandato ou interferirá de qualquer modo no direito da Companhia ou de suas Controladas em destituí-lo, nem assegurará o direito à sua reeleição para o cargo.

2.4. Ausência de Caráter Remuneratório. Este 2º Plano constitui negócio oneroso de natureza exclusivamente civil e não cria qualquer obrigação de natureza trabalhista ou previdenciária entre a Companhia ou suas Controladas e os Participantes, sejam eles Administradores, estatutários ou não, ou empregados. Nesse sentido, a participação do Administrador, Executivo, Empregado ou Prestador de Serviços da Companhia ou de suas Controladas neste 2º Plano não interfere em sua remuneração fixa ou variável.

2.1.2. Managers, Executives, Employees and Service Providers in favor of which the Company grants one or more Options shall be considered participants of this 2<sup>nd</sup> Plan (“Participants”).

2.2. Differentiated Treatments. The Board of Directors may treat Participants in similar situations differently and shall not be bound, by any rule of isonomy or analogy, to extend to other Participants any condition, benefit or resolution that deemed applicable to certain Participants only. The Board of Directors may also establish special treatment for exceptional cases during the effectiveness of each Option, provided that the rights granted to Participants and the basic principles of the 2<sup>nd</sup> Plan are not affected. Such exceptional discipline shall not constitute a precedent invocable by other Participants.

2.3. Permanence in Employment or Office. No provision of this 2<sup>nd</sup> Plan, or its mere existence, shall confer to the Participants any assurance of maintenance of the employment, statutory or contractual relationship with the Company or its Subsidiaries or in any way interfere with the rights of the Company and its Subsidiaries, with due regard to legal conditions and those of the employment or service provision agreement, as the case may be, to terminate at any time the relationship with the Participant. Additionally, no provision of this 2<sup>nd</sup> Plan shall confer to any Manager holding an Option rights regarding his permanence until expiration of his term of office or shall in any way interfere with the right of the Company or its Subsidiaries to remove him from office or ensure to him the right to re-election to the office.

2.4. No Compensation Nature. This 2<sup>nd</sup> Plan constitutes an onerous transaction of an exclusively civil nature and does not create any labor or social security obligation between the Company or its Subsidiaries and the Participants, being them statutory or non-statutory managers or employees. In this sense, the participation of the Manager, Executive, Employee or Service Provider of the Company or its Subsidiaries in this 2<sup>nd</sup> Plan does not interfere with their compensation, both fixed and variable.

### 3. Administração do 2º Plano

3.1. Administração. Este 2º Plano será administrado pelo Conselho de Administração da Companhia e/ou pelo Comitê constituído e nomeado pelo Conselho de Administração para a administração do 2º Plano, conforme disposto no contrato social da Companhia.

3.2. Competências. O Conselho de Administração e o Comitê estarão sujeitos aos limites estabelecidos na lei, no contrato social da Companhia atualizado e eventuais regulamentações aplicáveis.

3.2.1. O Conselho de Administração e/ou o Comitê terão amplos poderes para implementar este 2º Plano e para tomar todas as medidas necessárias e adequadas para a sua administração. As deliberações do Conselho de Administração e do Comitê vinculam a Companhia no que diz respeito a todas as matérias relacionadas a este Plano.

3.2.2. Dentre os poderes atribuídos ao Comitê para a administração deste 2º Plano encontram-se os seguintes:

- (a) selecionar os Participantes dentre os profissionais elegíveis, nos termos da Cláusula 2.1, podendo estabelecer parâmetros e critérios objetivos para tanto;
- (b) criar e aplicar normas gerais relativas à outorga de Opções, nos termos deste 2º Plano, e solucionar eventuais dúvidas de interpretação deste 2º Plano;
- (c) estabelecer quantidade, datas e preços de exercício, bem como as demais características das Opções a serem outorgadas aos Participantes;
- (d) a criação, alteração e/ou cancelamento de Programas (definidos adiante), conforme previsto neste 2º Plano;
- (e) estabelecer regras complementares a este 2º Plano;
- (f) estabelecer prazos de carência diferentes daqueles previstos neste 2º Plano, assim como antecipar os referidos prazos de carência;
- (g) alterar o prazo de exercício das Opções;
- (h) deliberar a emissão de novas Ações (conforme definido na Cláusula 6.1) para satisfazer o exercício de Opções, nos termos deste 2º Plano;

### 3. Management of the 2<sup>nd</sup> Plan

3.1. Management. This 2<sup>nd</sup> Plan shall be managed by the Company's Board of Directors and/or by the committee created and indicated by the Board of Directors for the management of the 2<sup>nd</sup> Plan ("Committee"), in compliance with the provisions of the Company's Memorandum and Articles of Association.

3.2. Attributions. The Board of Directors and the Committee shall be subject to the limits established by law, by the Company's Memorandum and Articles of Association (as amended from time to time) and by the applicable regulations.

3.2.1. The Board of Directors and/or the Committee shall have broad powers to implement this 2<sup>nd</sup> Plan and to take all necessary and appropriate measures for its management. The Board of Directors' and Committee's resolutions shall be binding upon the Company in respect of all matters related to this 2<sup>nd</sup> Plan.

3.2.2. The following powers are attributed to the Committee for the management of this 2<sup>nd</sup> Plan:

- (a) select the Participants among the eligible professionals, pursuant to Clause 2.1 above, and establish parameters and objective criteria to do so;
- (b) create and apply general rules regarding the granting of Options, in accordance with this 2<sup>nd</sup> Plan, and to clarify any interpretation issues with this 2<sup>nd</sup> Plan;
- (c) establish the number, dates and exercise prices as well as the other characteristics of the Options that shall be granted to the Participants;
- (d) the creation, alteration and/or cancellation of Programs (as defined below), as provided for in this 2<sup>nd</sup> Plan;
- (e) establish complementary rules to this 2<sup>nd</sup> Plan;
- (f) establish vesting periods different from those provided for in this 2<sup>nd</sup> Plan, as well as accelerate such vesting periods;
- (g) change the exercise period of the Options;
- (h) resolve on the issuance of new Shares (as defined in Clause 6.1), issuable upon, and in order to satisfy, the exercise of the Options, in accordance with this 2<sup>nd</sup> Plan;

(i) decidir sobre a emissão de novas Ações, outorga de Ações mantidas em tesouraria (se houver) ou realização de liquidação em dinheiro, para a realização do exercício da Opção;

(j) impor restrições à transferência das Ações adquiridas por meio do exercício das Opções, podendo também atribuir para a Companhia opções de recompra ou direitos de preferência em caso de alienação pelo Participante dessas mesmas Ações, até o término do prazo e/ou cumprimento das condições que venham a ser fixados; e

(k) estabelecer requisitos para o exercício das Opções.

3.2.3. O Conselho de Administração ou o Comitê não poderá alterar os prazos de exercício das opções previstas nos Contratos de Opção, exceto se acordado pelo respectivo Participante.

#### 4. Programas

4.1. Programas. O Conselho de Administração ou o Comitê selecionará os Participantes deste 2º Plano e determinará como a quantidade de Opções que serão outorgadas a cada Participante, bem como os demais termos condições aplicáveis por meio de “Programas”.

4.2. 1º Programa. Exceto se disposto de forma distinta pelo Comitê, a Data de Outorga das Opções a serem outorgadas no 1º Programa a ser aprovado pelo Conselho de Administração ou pelo Comitê deverá ser considerada 1º de abril de 2022 para fins do cálculo do Preço de Exercício, nos termos da Cláusula 8.

4.2.1. O Conselho de Administração ou o Comitê deverão estabelecer para cada um dos Programas, observados os critérios gerais fixados neste 2º Plano e o disposto no contrato social da Companhia:

(a) os prazos e condições para que as Opções se tornem exercíveis;

(b) o preço de exercício das Opções e eventuais critérios para ajuste, tais como sua redução por dividendos, o índice de correção do preço até a data do exercício das Opções (automaticamente aplicável na menor periodicidade prevista em lei), entre outros;

(i) decide on whether, in order to exercise the Option, the Company shall issue new Shares, grant Shares held in treasury (if any), or settle in cash;

(j) impose restrictions on the transfer of the Shares acquired through the exercise of the Options, as well as to grant to the Company repurchase options or rights of first refusal in the event of disposal by the Participant of those same Shares, until expiration of the term and/or compliance with the conditions that shall be imposed; and

(k) establish requirements for the exercise of the Options.

3.2.3. The Board of Directors or the Committee may not modify the terms of exercise of the options provided for in the Option Agreements, except if agreed by the respective Participant.

#### 4. Programs

4.1. Programs. The Board of Directors or the Committee shall select the Participants of this 2<sup>nd</sup> Plan and determine the number of Options that shall be granted to each Participant and other applicable terms and conditions through “Programs”.

4.2. 1<sup>st</sup> Program. Except if established otherwise by the Committee, the Grant Date for the Options to be granted under the 1st Program to be approved by the Board of Directors or the Committee shall be deemed to be April 1, 2022, for the purpose of calculation of the Exercise Price pursuant to Clause 8.

4.2.1. Board of Directors or the Committee shall establish for each of the Programs, in compliance with the general criteria established in this 2<sup>nd</sup> Plan and the provisions of the Company’s Memorandum and Articles of Association:

(a) the terms and conditions for the vesting of the Options;

(b) the exercise price of the Options and eventual adjustment criteria, such as its reduction by dividends, the index for monetary updating of the price up to the date of exercise of the Options (automatically applicable within the shortest intervals permitted by law), among others;

(c) o prazo máximo para o exercício das Opções, o qual poderá estar sujeito a janelas de exercício, ou os critérios para a sua determinação;

(d) quaisquer restrições à negociação das Ações subscritas ou adquiridas em razão do exercício das Opções; e

(e) eventuais penalidades.

4.3. Interpretação dos Programas. As Opções concedidas de acordo com qualquer Programa ficam sujeitas a todos os termos e condições estabelecidos neste 2º Plano. A concessão de Opções sob um Programa a qualquer Participante não enseja a obrigação por parte da Companhia de conceder Opções adicionais ao mesmo Participante, em Programas futuros. Observado o disposto na Cláusula 15.4 abaixo, no caso de conflito entre este 2º Plano e as disposições dos Programas ou de qualquer instrumento ou contrato firmado em decorrência deste 2º Plano, prevalecerão as disposições contidas neste 2º Plano, exceto se o Programa ou Contrato de Opção (conforme definido abaixo) expressamente prever que a regra nele prevista prevalecerá sobre este 2º Plano.

4.4. Contrato de Opção. Cada Participante deverá aderir expressamente a este 2º Plano e ao respectivo Programa, concomitante mediante assinatura de Contrato de Opção de Compra de Ações (“Contrato de Opção”), obrigando-se, sem qualquer ressalva, ao cumprimento de todos os dispositivos estabelecidos neste 2º Plano e no respectivo Programa e no Contrato de Opções.

4.4.1. O Contrato de Opção deverá especificar, sem prejuízo de outras condições a serem determinadas pelo Conselho de Administração ou Comitê: (a) a quantidade de Opções outorgadas; (b) todos os termos e condições para aquisição do direito ao exercício das Opções; (c) o prazo final para exercício das Opções; e (d) o preço de exercício das Opções taxa de câmbio (quando aplicável), e condições, datas e prazos de pagamento.

4.4.2. O Contrato de Opção poderá subordinar o exercício das Opções a determinadas condições, bem como impor novas restrições à transferência das Ações adquiridas por meio do exercício das Opções, podendo também reservar para a Companhia opções de recompra e/ou direitos de preferência em caso de transferência das Ações pelo Participante, observado o disposto na Cláusula 3.2.3 acima.

4.5. Termos e Condições da Opção. As Opções a serem alienadas aos Participantes, estarão sujeitas aos termos e condições estabelecidos neste 2º Plano, nos Programas e no Contrato de Opção assinado pelo Participante.

(c) the maximum term for exercising the Options, which may be subject to exercise windows, or the criteria for its determination;

(d) any restrictions on trading of the Shares subscribed for or acquired due to the exercise of the Options; and

(e) potential penalties.

4.3. Interpretation of the Programs. Options granted under any Program are subject to all terms and conditions set forth in this 2<sup>nd</sup> Plan. The grant of Options under a Program to any Participant does not entail the Company’s obligation to grant additional Options to the same Participant in future Programs. Subject to the provisions of Clause 15.4 below, in the event of conflict between this 2<sup>nd</sup> Plan and the provisions of the Programs or of any instrument or agreement entered into as a result of this 2<sup>nd</sup> Plan, the provisions contained in this 2<sup>nd</sup> Plan shall prevail, unless the Program or Option Agreement (as defined below) expressly provides that the rule therein shall prevail over this 2<sup>nd</sup> Plan.

4.4. Option Agreement. Each Participant shall expressly adhere to this 2<sup>nd</sup> Plan and the respective Program by executing a Stock Option Agreement (“Option Agreement”), undertaking, without any reservations, to comply with all provisions established in this 2<sup>nd</sup> Plan and the respective Program.

4.4.1. The Option Agreements shall specify, without prejudice to other conditions to be determined by the Board of Directors: (a) the number of granted Options; (b) the terms and conditions for the vesting of the Options; (c) the deadline for exercise of the Options; and (d) the exercise price of the Options and payment conditions.

4.4.2. The Option Agreement may subordinate the exercise of the Options to certain conditions, as well as impose new restrictions on the transfer of the Shares acquired through the exercise of the Options, and may also reserve for the Company repurchase options and/or right of first refusal in the event of transfer of Shares by the Participant, in compliance with the provisions of Clause 3.2.3 above.

4.5. Terms and Conditions of the Option. Options to be granted to Participants shall be subject to the terms and conditions set forth in this 2<sup>nd</sup> Plan, the Programs and the Option Agreement executed by the Participant.

4.6. Extinção. Sem prejuízo de qualquer disposição adicional ou em contrário prevista neste 2º Plano ou nos Programas, as Opções extinguir-se-ão parcialmente ou em todo e automaticamente, cessando todos os seus efeitos de pleno direito, nos seguintes casos:

- (a) mediante o exercício integral das Opções;
- (b) após o decurso do Prazo de Exercício das Opções (conforme definido na Cláusula 7 abaixo);
- (c) se a Companhia for dissolvida, liquidada, tiver sua falência decretada ou tiver aprovado plano de recuperação judicial ou extrajudicial; e
- (d) nas hipóteses previstas na Cláusula 11 deste 2º Plano.

## 5. Exercício da Opção

5.1. Prazo de Carência. O Conselho de Administração ou o Comitê definirão, em cada Programa, o prazo a partir do qual a Opção concedida aos Participantes tornar-se-á potencialmente apta a exercício (“Prazo de Carência”). O Conselho de Administração ou o Comitê poderão definir em cada Programa as hipóteses de antecipação do Prazo de Carência.

5.1.1. Para fins deste 2º Plano, as Opções cujo Prazo de Carência já tenha decorrido ou sido antecipado serão denominadas “Opções Vestidas”, enquanto que as Opções cujo Prazo de Carência não tenha decorrido ou sido antecipado serão denominadas “Opções Não-Vestidas”.

5.2. Exercício das Opções. O Conselho de Administração ou o Comitê definirá em cada Programa os termos e condições para o exercício das Opções Vestidas.

5.3. Direitos de Acionista. Nenhum Participante terá quaisquer dos direitos e privilégios de acionista da Companhia até que as Opções sejam devidamente exercidas, sendo cumprida, inclusive todas as etapas de exercício e as Ações objeto das Opções sejam subscritas ou adquiridas pelo Participante.

4.6. Termination. Without prejudice to any provision to the contrary or additional contained in this 2<sup>nd</sup> Plan or Programs, the Options shall automatically terminate, with full cessation of all their effects as a matter of law, in the following cases:

- (a) upon full exercise of the Options;
- (b) after the expiration of the Term of Exercise of the Options (as defined in Clause 7 below);
- (c) if the Company is dissolved, liquidated, has its bankruptcy declared or has approved or if a judicial or extrajudicial recovery program plan is approved; and
- (d) in the events described in Clause 11 of this 2<sup>nd</sup> Plan.

## 5. Exercise of the Option

5.1. Vesting Period. The Board of Directors or the Committee shall define, in each Program, the term after which the Option granted to Participants shall become potentially exercisable (“Vesting Period”). The Board of Directors or the Committee may define in each Program the events of acceleration of the Vesting Period.

5.1.1. For the purposes of this 2<sup>nd</sup> Plan, Options in which the relevant Vesting Period has already elapsed or been accelerated shall be referred to as “Vested Options”, while Options in which the Vesting Period has not elapsed or been accelerated shall be referred to as “Non-Vested Options”.

5.2. Exercise of Options. The Board of Directors or the Committee shall set forth in each Program the terms and conditions for the exercise of the Vested Options.

5.3. Shareholder Rights. No Participant shall have any of the rights and privileges of a shareholder of the Company until the Options are duly exercised and the Shares subject to the Options are subscribed for or acquired by the Participant.

## 6. Ações Incluídas no 2º Plano

6.1. Quantidade de Ações Incluídas no 2º Plano. Cada Opção dará direito ao Participante de adquirir 1 (uma) ação ordinária Classe A de emissão da Companhia (“Ação”), sujeito aos termos e condições estabelecidos no respectivo Contrato de Opção. As Opções que poderão ser outorgadas no âmbito deste 2º Plano deverão conferir direitos sobre um número de Ações que não exceda, a qualquer tempo, o montante máximo e cumulativo de 1.264.628 (um milhão, duzentos e sessenta e quatro mil, seiscentas e vinte e oito) ações ordinárias classe A da Companhia. O limite de opções que poderão ser outorgadas no âmbito deste 2º Plano deverá ser considerado em conjunto com as ações e/ou opções outorgadas pela Companhia no âmbito do *2022 U.S. Equity Incentive 2º Plan*, sendo que as ações ou opções outorgadas no âmbito do *2022 U.S. Equity Incentive 2º Plan* terão o efeito de reduzir a quantidade de opções disponíveis para outorga no âmbito deste 2º Plano, observado o limite total.

6.2. Direitos das Ações Incluídas no 2º Plano. As Ações outorgadas segundo este 2º Plano conferirão aos seus titulares os direitos previstos na legislação aplicável e no contrato social da Companhia.

6.3. Ajustes. De modo a manter os direitos econômicos dos Participantes, se a quantidade de ações que compõem o capital social da Companhia for aumentada ou diminuída, incluindo em razão de bonificações, desdobramentos, grupamentos, resgate ou conversão de ações de uma espécie ou classe em outra ou conversão em ações de outros valores mobiliários emitidos pela Companhia, o Conselho de Administração e/ou o Comitê deverá efetuar os ajustes apropriados no número, espécie e classe das ações a serem emitidas de acordo com as Opções que foram exercidas e com as que não tenham sido exercidas, exceto se a alteração do número de ações que compõem o capital social da Companhia for em decorrência de emissão de novas ações em virtude de aumentos de capital, ocasião em que não serão realizados ajustes no número das ações a serem emitidas de acordo com as Opções. Os ajustes mencionados nesta Cláusula não poderão modificar o preço total de exercício das Opções não exercidas. Nenhuma fração de Ação será emitida segundo este 2º Plano ou em virtude de qualquer dos ajustes previstos nesta Cláusula.

## 7. Prazo de Exercício

7.1. Prazo de Exercício. As Opções deverão ser exercidas pelos Participantes no prazo definido em cada um dos Programas (“Prazo de Exercício”).

## 6. Shares Included in the 2<sup>nd</sup> Plan

6.1. Number of Shares Included in the 2<sup>nd</sup> Plan. Each Option shall entitle the Participant to acquire one (1) Class A common share issued by the Company (“Share”), with due regard to the terms and conditions established in the respective Option Agreement. Options that may be granted under this 2<sup>nd</sup> Plan shall confer rights over a number of Shares that shall not exceed, at any time, the maximum and cumulative amount of one million, two hundred and sixty-four thousand, six hundred and twenty-eight (1,264,628) class A common shares of the Company. The limit of Options that may be granted under this 2<sup>nd</sup> Plan shall be considered together with the shares and/or options granted by the Company under the 2022 U.S. Equity Incentive 2<sup>nd</sup> Plan, provided that the shares and/or options granted under the 2022 U.S. Equity Incentive 2<sup>nd</sup> Plan will have the effect of reducing the number of options available for grant under this 2<sup>nd</sup> Plan, subject to the total limit.

6.2. Rights of the Shares Included in the 2<sup>nd</sup> Plan. Shares granted under this 2<sup>nd</sup> Plan shall confer onto their holders the rights provided for in the applicable laws and in the Company’s Memorandum and Articles of Association.

6.3. Adjustments. In order to preserve the economic rights of the Participants, if the number of shares that compose the Company’s share capital is increased or reduced, including by reason of stock bonuses, splits, reverse splits, redemption 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 and/or the Committee shall make the appropriate adjustments in the number, type and class of shares to be issued according to the Options that have been exercised and those that have not been exercised, except where the change in the number of shares composing the Company’s share capital is resulted from the issuance of new shares under capital increases, in which event no adjustment shall be made to the number of shares to be issued according to the Options. The adjustments mentioned in this Clause may not modify the aggregate exercise price of the Options not exercised. No fraction of the Shares shall be issued under this 2<sup>nd</sup> Plan or as a result of any of the adjustments referred to in this Clause.

## 7. Term of Exercise

7.1. Term of Exercise. Options shall be exercised by Participants within the term defined in each of the Programs (“Term of Exercise”).



7.1.1. As Opções que não forem exercidas pelos respectivos Participantes no Prazo de Exercício serão automaticamente canceladas, de pleno direito, independentemente de aviso prévio, não sendo devida qualquer indenização ao Participante que não exerceu a Opção, ficando o Participante ciente de que, a menos que de outra forma regulada neste 2º Plano, perderá o investimento realizado na aquisição das Opções.

## 8. Preço de Exercício da Opção e Pagamento

8.1. Preço de Exercício da Opção. Para o exercício das Opções, os Participantes deverão pagar um preço de exercício por Opção, o qual corresponderá ao preço de emissão ou de aquisição da Ação (“Preço de Exercício”).

8.1.1. O Preço de Exercício será fixado pelo Conselho de Administração e/ou pelo Comitê quando da aprovação do respectivo Programa e será equivalente à média de cotação das ações da Companhia na *New York Stock Exchange* – NYSE em determinado período anterior à data de outorga das Opções ao Participante (“Data de Outorga”), conforme definido pelo Conselho de Administração ou pelo Comitê, e ajustado com base nos Critérios para Ajuste previstos na Cláusula 8.2 abaixo. O Conselho de Administração poderá estabelecer no Contrato de Opção o índice de correção do Preço de Exercício.

8.2. Critérios para Ajuste. “Critérios para Ajuste” significam os valores por ação distribuídos pela Companhia a seus acionistas a partir de determinada data prevista no Programa e/ou no Contrato de Opção, a título de dividendos e juros sobre o capital próprio, corrigidos desde a data de cada efetiva distribuição, o qual será subtraído do Preço de Exercício definido nos respectivos Programas.

8.3. Dividendos. As Ações adquiridas em razão do exercício das Opções farão jus a dividendos declarados após a subscrição ou aquisição da Ação decorrente do exercício da Opção.

8.4. Forma de Pagamento. O Preço de Exercício deverá ser pago à vista pelo Participante, simultaneamente à formalização da subscrição ou aquisição, conforme o caso, da Ação objeto da Opção pelo Participante.

## 9. Entrega das Ações

9.1. Entrega das Ações. Nenhuma Ação será entregue ao Participante em decorrência do exercício das Opções, a não ser

7.1.1. Options not exercised by the respective Participants within the Term of Exercise shall automatically lapse and be cancelled, regardless of prior notice, and no indemnification shall be due and payable to the Participant that did not exercise the Option, and the Participant is hereby made aware that, unless otherwise regulated in this 2<sup>nd</sup> Plan, he/she shall lose the investment made in the acquisition of the Options.

## 8. Option Exercise Price and Payment

8.1. Option Exercise Price. For the exercise of the Options, Participants shall pay an exercise price per Option, which shall correspond to the issuance or acquisition price of the Share. (“Exercise Price”).

8.1.1. The Exercise Price shall be established by the Board of Directors and/or by the Committee upon approval of the respective Program and shall be will be equivalent to the average quotation of the Company’s shares on the New York Stock Exchange – NYSE in a certain period prior to the date the Options are granted to the Participant (“Grant Date”), as determined by the Board of Directors or by the Committee, and adjusted based on the Adjustment Criteria set forth in the Clause 8.2 below. The Board of Directors may establish in the Option Agreement the index for monetary adjustment of the Exercise Price.

8.2. Adjustment Criteria. “Adjustment Criteria” means the amounts per share distributed by the Company to its shareholders from a certain date to be established in the Program and/or the Option Agreement, as dividends and interest on equity, adjusted from the date of each effective distribution, which will be subtracted from the Exercise Price defined in the respective Programs.

8.3. Dividends. Shares acquired due to the exercise of Options shall be entitled to dividends declared after the subscription for or acquisition of Shares resulting from the exercise of the Option.

8.4. Form of Payment. The Exercise Price shall be paid on demand by the Participant simultaneously with the formalization of the subscription for or acquisition of, as the case may be, the Shares subject of the Option by the Participant.

## 9. Delivery of Shares

9.1. Delivery of the Shares. No Shares shall be delivered to the Participant due to the exercise of the Options, unless all legal,

que todas as exigências legais, regulamentares e estatutárias decorrentes deste 2º Plano e do Programa tenham sido integralmente cumpridas. regulatory and statutory requirements arising from this 2<sup>nd</sup> Plan and the Program have been fully complied with.

## 10. Restrições a Alienação das Ações Objeto das Opções

10.1. Restrição a Alienação das Ações. O Conselho de Administração, a seu exclusivo critério, poderá eventualmente estabelecer, se assim determinar quando da aprovação de cada Programa, que o Participante apenas poderá vender, onerar, transferir ou, de qualquer outra forma, alienar parte ou a totalidade das Ações da Companhia adquiridas no âmbito deste 2º Plano, após um período mínimo de indisponibilidade (*lock up*) estabelecido em cada Programa o qual não será superior a 6 (seis) meses a contar da data da aquisição das Ações.

## 11. Desligamento

11.1. Desligamento. Para os fins deste 2º Plano, “Desligamento” significa o término da relação jurídica de Administrador, Executivo, Empregado ou Prestador de Serviço entre o Participante e a Companhia ou suas Controladas, por qualquer motivo, incluindo sem limitação renúncia, destituição, substituição ou término do mandato sem reeleição ao cargo de Administrador, pedido de demissão voluntária ou demissão, com ou sem justa causa, rescisão de contrato de prestação de serviços, aposentadoria estabelecida de comum acordo, invalidez permanente ou falecimento. Para maior clareza, fica estabelecido que eventual desligamento do Participante do cargo de Administrador, Executivo, Empregado ou Prestador de Serviços da Companhia ou de suas Controladas seguido de eleição e investidura ou contratação de tal Participante para outro cargo como Administrador, Executivo, Empregado ou Prestador de Serviços da Companhia ou de suas Controladas não caracteriza Desligamento, para fins deste 2º Plano.

11.1.1. Exceto se estabelecido de forma diversa no Programa e/ou Contrato de Opção, se, a qualquer tempo, o Participante:

## 10. Restrictions on the Transfer of Shares Subject of the Options

10.1. Restriction on the Transfer of Shares. The Board of Directors, at its sole discretion, may establish, if it so determines upon approving each Program, that the Participant may only sell, encumber, transfer or otherwise dispose part or all of the Company's Shares acquired under this 2<sup>nd</sup> Plan after a minimum period of lock-up established in each Program, which shall not exceed six (6) months] counted from the date of the acquisition of the Shares.

## 11. Termination

11.1. Termination. For purposes of this 2<sup>nd</sup> Plan, “Termination” means the termination of the legal relationship of Manager, Executive, Employee or Service Provider between the Participant and the Company or its Subsidiaries, for whatsoever reason, including without limitation resignation, removal, replacement or expiration of the term of office without re-election to the office of Manager, request for voluntary departure or dismissal, with or without cause, termination of a services agreement, retirement established by mutual agreement, permanent disability or death. For the sake of clarity, it is hereby established that the eventual departure of a Participant from the position of Manager, Executive, Employee or Service Provider of the Company or its Subsidiaries followed by election and investiture or hiring of such Participant in another position as Manager, Executive, Employee or Service Provider of the Company or its Subsidiaries does not characterize Termination for the purposes of this 2<sup>nd</sup> Plan.

11.1.1. Unless otherwise provided for in the Program and/or in the Option Agreement if, at any time, the Participant:

(a) por vontade própria, desligar-se da Companhia ou de suas Controladas, conforme o caso, mediante demissão, renúncia ou término do seu contrato de prestação de serviços: (i) as Opções Não-Vestidas na data do seu Desligamento serão consideradas automaticamente canceladas, sem direito a qualquer indenização e/ou pagamento ao Participante; e (ii) as Opções Vestidas na data do seu Desligamento poderão ser exercidas no prazo máximo de 30 (trinta) dias contados do Desligamento, após o que as mesmas restarão automaticamente canceladas, sem direito a qualquer indenização e/ou pagamento ao Participante;

(a) at his/her own initiative, departs from the Company and/or its Subsidiaries, as the case may be, by means of dismissal, resignation or expiration of his/her service agreement: (i) Non-Vested Options as of the date of his Termination shall be deemed automatically lapsed and cancelled, without any indemnification and/or payment to the Participant; and (ii) Vested Options as of the date of his/her Termination may be exercised within thirty (30) days as of the Termination, after which they shall automatically lapse and be cancelled, without any indemnification and/or payment to the Participant;

(b) por vontade da Companhia ou de suas Controladas, conforme o caso, for desligado desta por Justa Causa, mediante demissão, destituição, não reeleição ao cargo ou rescisão do contrato de prestação de serviços, todas as Opções Vestidas e Opções Não-Vestidas que não tiverem sido exercidas pelo Participante até a data do Desligamento serão consideradas automaticamente canceladas, sem direito a qualquer indenização e/ou pagamento ao Participante;

(c) (i) por vontade da Companhia ou de suas Controladas, conforme o caso, for desligado desta sem Justa Causa, mediante demissão, destituição, não reeleição ao cargo ou rescisão do contrato de prestação de serviços; ou (ii) desligar-se da Companhia por aposentadoria acordada com a Companhia ou invalidez permanente:

(X) as Opções Não-Vestidas na data do seu Desligamento serão consideradas automaticamente canceladas, sem direito a qualquer indenização e/ou pagamento ao Participante; e (Y) as Opções Vestidas na data do seu Desligamento poderão ser exercidas no prazo máximo de 30 (trinta) dias contados do Desligamento, após o que as mesmas restarão automaticamente canceladas, sem direito a qualquer indenização e/ou pagamento ao Participante;

(d) em virtude do seu falecimento, for desligado da Companhia ou de suas Controladas, todas as Opções Vestidas e Opções Não-Vestidas que não tiverem sido exercidas pelo Participante até a data do Desligamento serão automaticamente canceladas, independentemente de qualquer aviso ou notificação. Em contrapartida, a Companhia indenizará os herdeiros e sucessores legais do Participante em decorrência do cancelamento das Opções, sendo que o valor de referida indenização será calculado pelo Conselho de Administração ou Comitê da Companhia e corresponderá ao valor resultante da média da cotação da Ação da Companhia nos últimos 30 (trinta) pregões anteriores ao Desligamento *vezes* a quantidade de opções canceladas do Participante *menos* o Preço de Exercício de todas as Opções canceladas. O montante da indenização devido pela Companhia corresponderá ao valor bruto da quantia em moeda corrente que os herdeiros e sucessores legais do Participante terão direito a receber, sobre o qual incidirão todas as retenções de tributos nos termos da legislação aplicável, ficando a Companhia desde já autorizada a realizar as referidas deduções e descontos legais aplicáveis.

(b) at the Company's or its Subsidiaries' initiative, as the case may be, is terminated for Cause, by means of dismissal, removal from office, non-re-election to office or termination of the service agreement, all Vested and Non-Vested Options that were not exercised by the Participant before the date of Termination shall be automatically lapse and be cancelled, without any indemnification and/or payment to the Participant;

(c) (i) at the Company's or its Subsidiaries' initiative, as the case may be, is terminated without Cause, by means of dismissal, removal from office, non-re-election to office or termination of the service agreement; or (ii) departs from the Company due to retirement as agreed with the Company or permanent disability:

(X) Non-Vested Options as of the date of his Termination shall be deemed automatically lapsed and cancelled, without any indemnification and/or payment to the Participant; and (Y) Vested Options as of the date of his/her Termination may be exercised within thirty (30) days as of the Termination, after which they will lapse and forfeit, without any indemnification and/or payment to the Participant;

(d) as a result of his/her death, departs from the Company and/or its Subsidiaries, all Vested Options and Non-Vested Options that have not been exercised by the Participant by the date of Termination will be automatically forfeited, regardless of any notice. In consideration, the Company shall indemnify the Participant's legal heirs and successors as a result of the forfeiture of the Options, provided that the amount of such indemnity is to be calculated by the Company's Board of Directors and shall correspond to the amount resulting from the average of the Company's share price in the last thirty (30) trading sessions prior to the Termination *times* the number of cancelled Options of the Participant *minus* the Exercise Price of all the cancelled Options. The indemnity owed by the Company shall correspond to the gross amount in currency that the Participant's heirs and legal successors shall be entitled to receive, which will be subject to all tax withholdings under the terms of the applicable legislation, being the Company authorized to make such deductions and legal discounts.



11.1.2. Para os fins deste 2º Plano, “Justa Causa” significará (a) a demissão por justa causa do Participante contratado sob o regime da Consolidação das Leis Trabalhistas - CLT; (b) a rescisão motivada do contrato que regule o vínculo entre a Companhia e/ou suas Controladas e o Participante, por iniciativa da Companhia; e (c) a destituição do Participante do seu cargo por iniciativa da Companhia e/ou de suas Controladas decorrente da comprovada violação, pelo Participante, de quaisquer dos deveres e atribuições, incluindo, mas não se limitando, (1) os previstos nos arts. 153 a 157 da Lei das S.A.; (2) desídia do Participante no exercício das atribuições decorrentes do seu mandato de administrador; (3) condenação penal relacionada a crimes dolosos; (4) a prática comprovada, pelo Participante, de atos desonestos ou fraudulentos contra a Companhia e/ou suas Controladas; (5) qualquer ato ou omissão decorrente de culpa grave do Participante e que seja prejudicial aos negócios, imagem, ou situação financeira da Companhia, de seus acionistas, ou de suas Controladas; (6) violação do instrumento que regule o exercício do mandato de administrador estatutário celebrado pelo Participante com a Companhia e/ou com Controladas; (7) o descumprimento do contrato social da Companhia e/ou dos documentos constitutivos de suas Controladas e demais disposições societárias aplicáveis; terá o significado previsto no contrato que regule o vínculo entre a Companhia e o Participante, bem como, em qualquer hipótese; (C.8) a violação da legislação anticorrupção brasileira, da legislação contra a lavagem de dinheiro e, ainda, ao Foreign Corrupt Practices Act – FCPA ou ao Bribery Act do Reino Unido; e (9) violação grave do código de ética da Companhia ou de suas Subsidiárias.

11.1.3. Em qualquer das hipóteses de Desligamento, caso o Participante venha a figurar como prestador de serviços, consultor, administrador, executivo ou empregado de qualquer sociedade que desempenhe atividades concorrentes às desenvolvidas pela Companhia e/ou suas Controladas, as Opções ainda vigentes poderão ser canceladas e extintas em qualquer momento a partir da data do conhecimento por parte da Companhia do ingresso do Participante em tal sociedade concorrente, sem direito a qualquer indenização e/ou outro pagamento. A previsão contida nesta Cláusula é aplicável também para todas as hipóteses de infração, pelo Participante, de suas obrigações de não-concorrência assumidas junto à Companhia, caso aplicável.

11.1.2. For the purposes of this 2<sup>nd</sup> Plan, “Cause” shall mean (a) dismissal for cause of the Participant hired under the system established by the Brazilian Consolidation of Labor Laws - CLT; (b) justified termination of the agreement governing the relationship between the Company or Subsidiaries and the Participant, at the initiative of the Company and/or Subsidiaries; and (c) removal of the Participant from office at the initiative of the Company and/or Subsidiaries as a result of proven violation by the Participant of any of his duties and attributions including, but not limited to, (1) those set forth in articles 153 to 157 of the Corporation Law; (2) the Participant's negligence in exercising the duties arising from its office as a manager; (3) criminal conviction related to willful crimes; (4) the Participant's proven performance of dishonest or fraudulent acts against the Company and/or its Subsidiaries; (5) any act or omission resulting from gross negligence by the Participant and which is detrimental to the business, image or financial situation of the Company, its shareholders and/or its Subsidiaries; (6) violation of the instrument that regulates the exercise of the office of statutory manager entered into by the Participant with the Company and/or its Subsidiaries; (7) noncompliance with the Memorandum and Articles of Association of the Company and/or the constitutional documents of its Subsidiaries and other applicable corporate provisions; having the meaning foreseen in the agreement governing the relationship between the Company and/or Subsidiaries and the Participant, as well as, in any case; (8) violation of the Brazilian anti-corruption laws, of the laws against money laundering and, also, the Foreign Corrupt Practices Act - FCPA or the Bribery Act of the United Kingdom; and (9) the serious violation of the Code of Ethics of the Company or its Subsidiaries.

11.1.3. In any of the events of Termination, if the Participant becomes a service provider, consultant, manager, executive or employee of any company performing activities competing with those developed by the Company and/or its Subsidiaries, the Options still in force may be forfeited and cancelled, at any time from the date of the Company's knowledge of the Participant's joining such competing company, without any indemnification and/or other payment. The provision contained in this Clause is also applicable to all events of violation by the Participant of its non-compete obligations assumed to the Company and Subsidiaries, if applicable.

11.1.4. Durante a vigência do Contrato de Opção e pelo período de 1 (um) ano contado da data de Desligamento, o Participante não deverá: (i) aliciar, induzir ou encorajar qualquer diretor, empregado ou prestador de serviço da Companhia ou suas Controladas a deixar tal cargo, emprego ou relação de prestação de serviços, conforme for o caso, ou contratar, empregar ou de outra forma atrair qualquer destas pessoas; e (ii) induzir ou encorajar qualquer cliente, fornecedor, prestador de serviço ou licenciador da Companhia ou suas Controladas, atual ou potencial, ou qualquer outra pessoa que possua um relacionamento comercial significativo com a Companhia e suas Controladas, a rescindir ou modificar tal relacionamento atual ou potencial.

## 12. Regulamentação Aplicável

12.1. Regulamentação Aplicável. Este 2º Plano, cada Programa, as Opções adquiridas com base em tais instrumentos e a subscrição de novas Ações derivadas das Opções ou aquisição de Ações de emissão da Companhia mantidas em tesouraria, conforme o caso, deverão observar a regulamentação aplicável.

12.2. Direito de Preferência dos Acionistas. Os acionistas não terão direito de preferência na aquisição ou exercício das Opções segundo este 2º Plano.

12.3. Alterações. Salvo na hipótese da Cláusula 12.4 abaixo, quaisquer alterações a este 2º Plano somente serão aplicáveis para os Programas que vierem a ser aprovados pelo Conselho de Administração ou pelo Comitê após a data da respectiva alteração.

12.4. Superveniência Legal. Qualquer alteração legal significativa no tocante à regulamentação das sociedades por ações e/ou aos efeitos fiscais de um plano de opções de compra, poderá levar a revisão integral deste 2º Plano, observadas eventuais disposições previstas no Programa.

## 13. Reestruturação Societária

13.1. Reestruturação Societária. A aquisição de Opções nos termos deste 2º Plano não impedirá a Companhia de se envolver em operações de reorganização/reestruturação societária, tais como transformação, incorporação, fusão, cisão e qualquer outra forma de reestruturação societária (“Reestruturação”).

11.1.4. During the term of the Options Agreement and for a period of one (1) year from the Termination date, the Participant shall not: (i) entice, induce or encourage any director, employee or service provider of the Company or its Subsidiaries to leave such position, employment or service provision relationship, as the case may be, or hire, employ or otherwise attract any of these people; and (ii) induce or encourage any customer, supplier, service provider or licensor of the Company or its Subsidiaries, current or potential, or any other person who has a significant business relationship with the Company and its Subsidiaries, to terminate or modify such current or potential relationship.

## 12. Applicable Regulations

12.1. Applicable Regulations. This 2<sup>nd</sup> Plan, each Program, the Options acquired based on such instruments and the subscription for new Shares derived from the Options or acquisition of Shares issued by the Company held in treasury, as the case may be, shall comply with the applicable regulations.

12.2. Shareholders' Preemptive Right. Shareholders shall not have a preemptive right in the acquisition or exercise of Options under this 2<sup>nd</sup> Plan.

12.3. Amendments. Except in the event described in Clause 12.4 below, any amendments to this 2<sup>nd</sup> Plan shall only be applicable to Programs to be approved by the Board of Directors or by the Committee after the date of the respective amendment.

12.4. Supervening Legal Issues. Any significant amendment to legal provisions with respect to the regulation of corporations and/or the tax effects of a stock option plan may lead to a full revision of this 2<sup>nd</sup> Plan, with due regard to the provisions contained in the Program.

## 13. Corporate Restructuring

13.1. Corporate Restructuring. The acquisition of Options under this 2<sup>nd</sup> Plan shall not prevent the Company from engaging in corporate reorganization/restructuring transactions, such as transformation, merger, amalgamation, spin-off and any other form of corporate restructuring (“Restructuring”).



13.1.1. O Conselho de Administração da Companhia ou o Comitê e as sociedades envolvidas em operações de Reestruturação determinarão, a seu exclusivo critério, e sem prejuízo de outras medidas: (a) a substituição das Ações objeto das Opções por ações, quotas ou outros valores mobiliários de emissão da sociedade sucessora da Companhia, desde que o faça nos exatos termos e condições deste 2º Plano e Programas em vigor, sendo que caso a Reestruturação seja por meio de criação de holding que venha a abrir o capital ou seja o alvo da transferência de controle, as ações objeto das Opções serão substituídas por ações da referida sociedade *holding*, devendo assim fazer nos exatos termos e condições deste 2º Plano e Programas em vigor; (b) a antecipação da aquisição do direito ao exercício das Opções, de forma a assegurar a inclusão das ações correspondentes na operação em questão; e/ou (c) o pagamento em dinheiro da quantia a que o Participante faria jus caso tivesse exercido as Opções e alienado suas respectivas Ações, nos termos deste 2º Plano.

#### 14. Data de Vigência

14.1. Vigência. Este 2º Plano entrará em vigor na data de sua aprovação e expirará, a qualquer tempo, por decisão do Conselho de Administração. O término de vigência deste 2º Plano não afetará a eficácia das Opções ainda em vigor, anteriormente adquiridas.

#### 15. Disposições Complementares

15.1. Cessão. Os direitos e obrigações decorrentes deste 2º Plano, dos Programas, do Contrato de Opção e de quaisquer outros instrumentos firmados em decorrência de referidos documentos têm caráter personalíssimo e não poderão ser cedidos ou transferidos a terceiros, no todo ou em parte, nem dados em garantia de obrigações, sem a prévia anuência escrita da Companhia.

13.1.1. The Board of Directors of the Company or the Committee and the companies involved in Restructuring transactions shall determine, at their sole discretion and without prejudice to other action: (a) the replacement of the Shares subject of the Options with shares, quotas or other securities issued by the Company's successor entity, provided that they do so pursuant to the exact terms and conditions of this 2<sup>nd</sup> Plan and Programs then in effect, and provided further that, if the Restructuring is carried out by means of creation of a holding company that shall go public or be the subject of a transfer of control, the shares subject of the Options shall be replaced with shares of that holding company, such replacement being made according to the exact terms and conditions of this 2<sup>nd</sup> Plan and Programs then in effect; (b) acceleration of the vesting of the Options, so as to ensure the inclusion of the corresponding shares in the transaction in question; and/or (c) payment in cash of the amount to which the Participant would have been entitled if he had exercised the Options and disposed of its respective Shares, in accordance with this 2<sup>nd</sup> Plan.

#### 14. Effective Date

14.1. Effectiveness. This 2<sup>nd</sup> Plan shall be effective on the date of its approval and shall expire at any time by resolution of the Board of Directors. Expiration of this 2<sup>nd</sup> Plan shall not affect the effectiveness of previously acquired Options still in effect.

#### 15. Supplementary Provisions

15.1. Assignment. The rights and obligations arising from this 2<sup>nd</sup> Plan, Programs, Option Agreement and any other instruments executed as a result of the aforementioned instruments are of a very personal nature and cannot be assigned or transferred to third parties, in whole or in part, or pledged as collateral to obligations, without the prior written consent of the Company.

15.2. Lei Aplicável e Solução de Controvérsias. Este 2º Plano será regido e interpretado de acordo com as Leis da República Federativa do Brasil e quaisquer alegações ou controvérsias oriundas ou em conexão com este 2º Plano deverão ser solucionadas de forma definitiva por meio de arbitragem regida pelo Regulamento de Arbitragem (“Regulamento”) do Centro de Arbitragem e Mediação da Câmara de Comércio Brasil-Canadá (“CAM-CCBC”), e administrado pelo CAM-CCBC. O tribunal arbitral será composto por 3 (três) árbitros apontados de acordo com o Regulamento. O idioma da arbitragem será o português. A sede da arbitragem será a cidade de São Paulo - SP, Brasil. Quaisquer medidas judiciais previstas na Lei 9.307/96 poderão ser requeridas pelas partes, sendo de competência exclusiva o foro da comarca de São Paulo - SP, Brasil, sem qualquer renúncia à arbitragem. Os custos da arbitragem, incluindo honorários advocatícios da Parte vencedora serão arcados pela Parte perdedora, na forma da sentença arbitral.

15.2. Governing Law and Dispute Resolution. This 2<sup>nd</sup> Plan shall be governed by and interpreted in accordance with the Laws of the Federative Republic of Brazil and any claims or controversies arising out of or in connection with this 2<sup>nd</sup> Plan shall be definitively resolved by arbitration governed by the Arbitration Rules (“Rules”) of the Arbitration and Mediation Center of the Brazil-Canada Chamber of Commerce (“CAM-CCBC”), and administered by CAM-CCBC. The arbitral tribunal shall consist of three (3) arbitrators appointed in accordance with the Rules. The language of the arbitration shall be Portuguese. The seat of the arbitration shall be the city of São Paulo - SP, Brazil. Any judicial measures provided for in Law 9.307/96 may be requested by the parties, the exclusive jurisdiction for which shall lie with the district court of São Paulo - SP, Brazil, without any waiver of arbitration. The costs of the arbitration, including the winning Party's attorneys' fees, shall be borne by the losing Party, in accordance with the arbitration award.

15.3. Participantes Não Residentes no Brasil. Condições especiais relativas à jurisdição em que o Participante está localizado e/ou reside, que possam não estar estabelecidos neste 2º Plano ou no Contrato de Compra de Ações, poderão ser aplicáveis, conforme Apêndices a este 2º Plano arquivados na sede da Companhia ou outros que vierem a ser criados de tempos em tempos.

15.4. Conflito de Tradução. Este 2º Plano é aprovado concomitantemente nos idiomas português e inglês. Na hipótese de quaisquer questões ou conflitos relacionados a ambas as versões, a versão em português prevalecerá em relação aos Participantes residentes no Brasil e a versão em inglês prevalecerá para os Participantes não residentes no Brasil.

15.3. Participants Not Resident in Brazil. Specific conditions related to the jurisdiction in which the Participant is located and/or residing may apply, as per the Appendixes to this 2<sup>nd</sup> Plan archived in the Company's headquarters or other appendixes to be created from time to time.

15.4. Conflict of Translation. This translation is provided for convenience only and in the event of any conflict between the Portuguese and English translation, the Portuguese meaning shall prevail.

\* \* \* \* \*



Our ref: ADN/788828-000001/71584267v3

CI&T Inc  
PO Box 309, Ugland House  
Grand Cayman KY1-1104  
Cayman Islands

23 September 2022

Dear Sirs

**CI&T Inc**

We have acted as counsel as to Cayman Islands law to CI&T Inc (the "**Company**") in connection with the Company's registration statement on Form S-8, including all amendments or supplements thereto (the "**Form S-8**"), filed with the United States Securities and Exchange Commission (the "**Commission**") under the United States Securities Act of 1933 (the "**Act**"), as amended (the "**Registration Statement**") relating to the registration of up to 1,264,628 Class A common shares of US\$ 0.00005 par value each in the capital of the Company ("**Shares**").

## **1 Documents Reviewed**

We have reviewed originals, copies, drafts or conformed copies of the following documents:

- 1.1 The certificate of incorporation dated 7 June 2021 and the amended and restated memorandum and articles of association of the Company adopted by special resolution passed on 29 October 2021 (the "**Memorandum and Articles**").
  - 1.1 The written resolutions of the board of directors of the Company dated 31 May 2022, the written resolutions of the board of directors of the Company dated 9 June 2022 and the written resolutions of the board of directors of the Company dated 13 June 2022 (together, the "**Resolutions**") and the corporate records of the Company maintained at its registered office in the Cayman Islands.
  - 1.2 A certificate of good standing with respect to the Company issued by the Registrar of Companies dated 31 August 2022 (the "**Certificate of Good Standing**").
  - 1.3 A certificate from a director of the Company a copy of which is attached to this opinion letter (the "**Director's Certificate**").
  - 1.4 The CI&T Inc. 2022 U.S. Equity Incentive Plan (the "**US Plan**").
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- 1.5 The form of award agreement in connection with the US Plan to be executed by the Company and the participant referenced therein (the "**US Award Agreement**").
- 1.6 The CI&T Inc. 2<sup>nd</sup> Stock Option Plan and the First Program of such the CI&T Inc. 2<sup>nd</sup> Stock Option Plan (together the "**2<sup>nd</sup> Plan**", and together with the US Plan, the "**Incentive Plans**").
- 1.7 The form of award agreement in connection with the 2<sup>nd</sup> Plan to be executed by the Company and the participant referenced therein (the "**2<sup>nd</sup> Award Agreement**", and together with the US Award Agreement, the "**Award Agreements**").
- 1.8 The Registration Statement.

## **2 Assumptions**

The following opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the Cayman Islands which are in force on the date of this opinion letter. In giving the following opinions, we have relied (without further verification) upon the completeness and accuracy, as at the date of this opinion letter, of the Director's Certificate and the Certificate of Good Standing. We have also relied upon the following assumptions, which we have not independently verified:

- 2.1 Copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals, and translations of documents provided to us are complete and accurate.
- 2.2 All signatures, initials and seals are genuine.
- 2.3 There is no contractual or other prohibition or restriction (other than as arising under Cayman Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Registration Statement.
- 2.4 There is nothing under any law (other than the laws of the Cayman Islands) which would or might affect the opinions set out below. Specifically, we have made no independent investigation of the laws of the State of New York or Brazil.
- 2.5 The Company has received money or money's worth in consideration for the issue of the Shares, and none of the Shares were issued for less than par value.
- 2.6 The Shares that will be issued pursuant to the Incentive Plans will be duly registered, and will continue to be registered, in the Company's register of members (shareholders).
- 2.7 No invitation has been or will be made by or on behalf of the Company to the public in the Cayman Islands to subscribe for any of the Shares.

Save as aforesaid we have not been instructed to undertake and have not undertaken any further enquiry or due diligence in relation to the transaction the subject of this opinion letter.

## **3 Opinions**

Based upon, and subject to, the foregoing assumptions and the qualifications set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that:

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- 3.1 The Company has been duly incorporated as an exempted company with limited liability and is validly existing and in good standing with the Registrar of Companies under the laws of the Cayman Islands.
- 3.2 The Shares to be issued by the Company as contemplated by the Registration Statement have been duly authorised for issue and when such Shares are issued by the Company in accordance with the Memorandum and Articles and upon payment in full being made therefor as contemplated in the Registration Statement, the Incentive Plans and the relevant Award Agreements and such Shares being entered as fully-paid on the register of members of the Company, such Shares will be validly issued, fully-paid and non-assessable. As a matter of Cayman Islands law, a share is only issued when it has been entered in the register of members (shareholders).

#### 4 Qualifications

The opinions expressed above are subject to the following qualifications:

- 4.1 To maintain the Company in good standing with the Registrar of Companies under the laws of the Cayman Islands, annual filing fees must be paid and returns made to the Registrar of Companies within the time frame prescribed by law.
- 4.2 Under Cayman Islands law, the register of members (shareholders) is *prima facie* evidence of title to shares and this register would not record a third party interest in such shares. However, there are certain limited circumstances where an application may be made to a Cayman Islands court for a determination on whether the register of members reflects the correct legal position. Further, the Cayman Islands court has the power to order that the register of members maintained by a company should be rectified where it considers that the register of members does not reflect the correct legal position. As far as we are aware, such applications are rarely made in the Cayman Islands and there are no circumstances or matters of fact known to us on the date of this opinion letter which would properly form the basis for an application for an order for rectification of the register of members of the Company, but if such an application were made in respect of the Shares, then the validity of such shares may be subject to re-examination by a Cayman Islands court.
- 4.3 In this opinion letter, the phrase "non-assessable" means, with respect to shares in the Company, that a shareholder shall not, solely by virtue of its status as a shareholder, be liable for additional assessments or calls on the shares by the Company or its creditors (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).
- 4.4 We express no opinion as to the meaning, validity or effect of any references to foreign (i.e. non-Cayman Islands) statutes, rules, regulations, codes, judicial authority or any other promulgations and any references to them in the Registration Statement.

We express no view as to the commercial terms of the Registration Statement or whether such terms represent the intentions of the parties and make no comment with regard to warranties or representations that may be made by the Company.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the prospectus included in the Registration Statement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the SEC thereunder.

The opinions in this opinion letter are strictly limited to the matters contained in the opinions section above and do not extend to any other matters. We have not been asked to review and we therefore have not reviewed any of the ancillary documents relating to the Shares and express no opinion or observation upon the terms of any such document.

Yours faithfully

/s/ Maples and Calder (Cayman) LLP

Maples and Calder (Cayman) LLP

CI&T Inc  
PO Box 309, Ugland House  
Grand Cayman KY1-1104  
Cayman Islands

23 September 2022

To: Maples and Calder (Cayman) LLP  
PO Box 309, Ugland House  
Grand Cayman  
KY1-1104  
Cayman Islands

Dear Sirs

**CI&T Inc (the "Company")**

I, the undersigned, being a director of the Company, am aware that you are being asked to provide an opinion letter (the "**Opinion**") in relation to certain aspects of Cayman Islands law. Unless otherwise defined herein, capitalised terms used in this certificate have the respective meanings given to them in the Opinion. I hereby certify that:

- 1 The Memorandum and Articles remain in full force and effect and are unamended.
- 2 The Company has not entered into any mortgages or charges over its property or assets other than those entered in the register of mortgages and charges of the Company.
- 3 The Resolutions were duly passed in the manner prescribed in the Company's memorandum and articles of association in effect at the time (including, without limitation, with respect to the disclosure of interests (if any) by directors of the Company) and have not been amended, varied or revoked in any respect.
- 4 The shareholders of the Company (the "**Shareholders**") have not restricted the powers of the directors of the Company in any way.
- 5 There is no contractual or other prohibition or restriction (other than as arising under Cayman Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Registration Statement.
- 6 The directors of the Company at the date of the Resolutions were as follows: Fernando Matt Borges Martins, Brenno Raiko de Souza, Cesar Nivaldo Gon, Patrice Philippe Nogueira Baptista Etlin, Silvio Romero de Lemos Meira, Maria Helena dos Santos Fernandes de Santana and Eduardo Campozana Gouveia.
- 7 The directors of the Company at the date of this certificate are as follows: Fernando Matt Borges Martins, Brenno Raiko de Souza, Cesar Nivaldo Gon, Patrice Philippe Nogueira Baptista Etlin, Silvio Romero de Lemos Meira, Maria Helena dos Santos Fernandes de Santana, Eduardo Campozana Gouveia and Carla Alessandra Trematore.
- 8 The authorised share capital of the Company is US\$50,000 divided into 1,000,000,000 shares of a nominal or par value of US\$0.00005 each which, at the date the Memorandum and Articles became effective, comprise (i) 500,000,000 Class A Common Shares; and (ii) 250,000,000 Class B Common Shares (which Class B Common Shares may be converted into Class A Common Shares in the manner contemplated in the Articles of Association of the Company); and (iii) 250,000,000 shares of such class or classes (howsoever designated) and having the rights as the board of directors of the Company may determine from time to time in accordance with Article 4 of the Articles of Association of the Company.

- 9 The issued share capital of the Company is 19,776,713 Class A Common Shares of a par value of US\$0.00005 each and 113,845,201 Class B Common Shares of a par value of US\$0.00005 each, which have been issued as fully paid and non assessable.
- 10 The minute book and corporate records of the Company as maintained at its registered office in the Cayman Islands and made available to you are complete and accurate in all material respects, and all minutes and resolutions filed therein represent a complete and accurate record of all meetings of the Shareholders and directors (or any committee thereof) of the Company (duly convened in accordance with the Memorandum and Articles) and all resolutions passed at the meetings or passed by written resolution or consent, as the case may be.
- 11 Prior to, at the time of, and immediately following the approval of the transactions the subject of the Registration Statement the Company was, or will be, able to pay its debts as they fell, or fall, due and has entered, or will enter, into the transactions the subject of the Registration Statement for proper value and not with an intention to defraud or wilfully defeat an obligation owed to any creditor or with a view to giving a creditor a preference.
- 12 The Company has received or will receive money or money's worth in consideration for the issue of the Shares and none of the Shares will be issued for less than par value.
- 13 To the best of my knowledge and belief, having made due inquiry, the Company is not the subject of legal, arbitral, administrative or other proceedings in any jurisdiction. Nor have the directors or Shareholders taken any steps to have the Company struck off or placed in liquidation, nor have any steps been taken to wind up the Company. Nor has any receiver been appointed over any of the Company's property or assets.

I confirm that you may continue to rely on this certificate as being true and correct on the day that you issue the Opinion unless I shall have previously notified you in writing personally to the contrary.

Signature: /s/ Fernando Matt Borges Martins  
Name: Fernando Matt Borges Martins  
Title: Director



**Consent of Independent Registered Public Accounting Firm**

We consent to the use of our report dated April 22, 2022, with respect to the consolidated financial statements of CI&T, Inc. incorporated herein by reference.

Campinas

September 23 , 2022

/s/ KPMG Auditores Independentes Ltda.

KPMG Auditores Independentes Ltda.

## CALCULATION OF FILING FEE TABLES

### Form S-8

(Form Type)

### CI&T Inc

(Exact name of Registrant as specified in its charter)

Table 1: Newly Registered Securities

| Security Type          | Security Class Title  | Fee Calculation Rule | Amount Registered (1) | Proposed Maximum Offering Price Per Unit (2) | Maximum Aggregate Offering Price (2) | Fee Rate | Amount of Registration Fee |
|------------------------|---|----------------------|-----------------------|--|--------------------------------------|----------|----------------------------|
| Equity                 | Class A common shares, reserved for issuance pursuant to the CI&T Inc 2022 U.S. Equity Incentive Plan | Other (2)            | 596,157.00            | US\$9.03                                     | US\$5,383,297.71                     | .0000927 | US\$499.03                 |
| Equity                 | Class A common shares, reserved for issuance pursuant to the CI&T Inc. 2nd Stock Option Plan          | Other (2)            | 668,471.00            | US\$9.03                                     | US\$6,036,293.13                     | .0000927 | US\$559.56                 |
| Total Offering Amounts |   |                      |                       |  | US\$11,419,590.84                    |          | US\$1,058.59               |
| Total Fee Offsets      |   |                      |                       |  |                                      |          | N/A                        |
| Net Fee Due            |   |                      |                       |  |                                      |          | US\$1,058.59               |

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement on Form S-8 (the “Registration Statement”) shall also cover any additional shares of Class A common shares of CI&T Inc (the “Registrant”) as may become available for issuance pursuant to the CI&T Inc 2022 U.S. Equity Incentive Plan and the CI&T Inc. 2<sup>nd</sup> Stock Option Plan (together, the “Plans”) by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration that results in an increase in the number of the Registrant’s outstanding shares of Class A common shares.

(2) The Proposed Maximum Offering Price Per Unit of Class A common shares has been estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee based on the exercise price of stock options awards outstanding under the Plans as of the date of this Registration Statement converted from Brazilian reais to U.S. dollars using an exchange rate of R\$0.191 to US\$1.00, the commercial selling rate for U.S. dollars as of September 16, 2022, as reported by the Brazilian Central Bank.