

SHAREHOLDERS' AGREEMENT OF ROMI S.A.

EXECUTED BETWEEN

JULIANA GUIMARÃES CHITI, CARLOS GUIMARÃES CHITI, EUGÊNIO GUIMARÃES CHITI, AMÉRICO EMÍLIO ROMI NETO, JOSÉ CARLOS ROMI, MARIA PIA ROMI CAMPOS, ANDRÉ LUÍS ROMI, ROMEU ROMI, ANNA MARIA TOLEDO ROMI, SANDRA MARIA ROMI CHEIDA, FREDERICO ROMI, PAULO ROMI, PATRÍCIA ROMI CERVONE, ADRIANA ROMI AND FÊNIX EMPREENDIMENTOS S.A.

AS AGREEING SHAREHOLDERS AND

ROMI S.A.,

AS CONSENTING INTERVENING PARTY

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DATED November 1st, 2022

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## **SHAREHOLDERS' AGREEMENT OF ROMI S.A.**

By this private instrument and pursuant to the law, the parties:

**JULIANA GUIMARÃES CHITI**, Brazilian, divorced, industrialist, Identity Card RG n° 9.784.445-7, CPF/MF n° 016.341.138-70;

**CARLOS GUIMARÃES CHITI**, Brazilian, married, industrialist, Identity Card RG n° 12.396.588, CPF/MF n° 048.669.548-41;

**EUGÊNIO GUIMARÃES CHITI**, Brazilian, married, industrialist, Identity Card RG n° 12.396.587, CPF/MF n° 057.324.018-30;

**AMÉRICO EMÍLIO ROMI NETO**, Brazilian, married, industrialist, Identity Card RG No. 7.437.747-4, CPF/MF No. 016.334.888-02;

**JOSÉ CARLOS ROMI**, Brazilian, married, industrialist, Identity Card RG No. 9.036.088-6, CPF/MF No. 056.637.218-51;

**MARIA PIA ROMI CAMPOS**, Brazilian, married, architect, Identity Card RG No. 7.769.715-7, CPF/MF No. 057.324.458-89;

**ANDRÉ LUÍS ROMI**, Brazilian, married, industrialist, Identity Card RG n° 9.036.089, CPF/MF n° 089.555.168-35;

**ROMEU ROMI**, Brazilian, married, industrialist, Identity Card RG No. 1.142.197, CPF/MF No. 014.770.568-15;

**ANNA MARIA DE TOLEDO ROMI**, Brazilian, married, housewife, Identity Card RG No. 2.408.218-1, CPF/MF No. 262.179.248-03;

**SANDRA MARIA ROMI CHEIDA**, Brazilian, married, economist, Identity Card RG No. 9.036.179-9, CPF/MF No. 045.954.068-86;

**FREDERICO ROMI**, Brazilian, married, industrialist, Identity Card RG No. 9.036.174-X, CPF/MF No. 052.111.018.12;

**PAULO ROMI**, Brazilian, married, industrial, Identity Card RG No. 9.036.175-1, CPF/MF No. 082.401.568-19;

**PATRÍCIA ROMI CERVONE**, Brazilian, married, lawyer, Identity Card RG No. 9.036.176-3, CPF/MF No. 067.630.358-70;

**ADRIANA ROMI**, Brazilian, divorced, lawyer, Identity Card RG No. 9.036.178-7, CPF/MF No. 067.631.108-39;

all domiciled on Rodovia Luís de Queiroz (SP-304), km 141.5, in Santa Bárbara d'Oeste, State of São Paulo,

and

**FÊNIX EMPREENDIMENTOS S.A.**, CNPJ No. 51.319.358/0001-12, by its legal representatives, headquartered at Rodovia Luís de Queiroz (SP-304), km 141.5 – Sala 2, in Santa Bárbara d'Oeste, State of São Paulo (“Fênix”);

jointly referred to as **AGREEING SHAREHOLDERS**; and

**ROMI S.A.**, a publicly-held corporation, enrolled with the CNPJ/MF under No.: 56.720.428/0014-88, holder of CVM Code no. 7510, headquartered at Rodovia Luís de Queiroz (SP-304), km 141.5, in the City of Santa Bárbara d'Oeste, State of São Paulo, and a branch in the same city, registered with the CNPJ/MF under No. 56 56.720.428/0001-63, herein represented in the form of its bylaws (“Romi”, “Company”), as **CONSENTING INTERVENING PARTY**.

**WHEREAS** the Agreeing Shareholders expressed their interest in, through this Shareholders' Agreement (“Agreement”), regulating the conditions for exercising their voting rights relating to the shares issued by Romi of which they are holders and other covenants.

The Agreeing Shareholders sign this Agreement, which they do in accordance with the following clauses and conditions.

## **CLAUSE ONE**

The Agreeing Shareholders execute this Agreement in order to regulate the exercise of their rights inherent to the ownership of the Shares (as defined in Clause Two below).

## **CLAUSE TWO**

The Agreeing Shareholders declare themselves owners, on the effective date of the Agreement, of common shares constituting the capital of Romi, issued in book-entry form and kept in a deposit account at Banco Bradesco S.A., in the amounts listed in Annex I (“Shares”).

**FIRST PARAGRAPH** - This Agreement binds the Agreeing Shareholders, in order to encompass all the Shares listed in Annex I hereto, as well as all shares resulting from acquisitions, subscriptions, the exercise of the preemptive right related to the Shares or, also, from the conversion or exchange into Shares, as well as from splits, reverse splits, mergers, spin-offs, incorporations, bonuses, dividends, capitalization of profits or monetary restatement, or, also, securities with subscription rights or that are convertible into shares, arising in any way from the Shares, as well as arising from the situations provided for in Clause Three, and Annex I must also be updated on the occasion of any of these transactions. To this end, the Agreeing Shareholder who becomes the holder of shares by any of the above-described modalities must notify the

Secretary of the Agreement, so that he can promote the addition of the number of Shares and the respective change in Annex I.

### **CLAUSE THREE**

The Agreeing Shareholders agree that this Agreement shall also cover: (i) the Shares held by Fênix, linked to the Fênix shareholders' agreement, which may be transferred by Fênix to any of its shareholders by virtue of a corporate resolution aimed at withdrawing or reducing this shareholder's interest in Fênix's share capital through the receipt of Romi Shares; or (ii) the Shares that may be transferred by any of the Agreeing Shareholders (a) to ascendants, descendants or spouse, or even in case of "causa mortis" succession; or (b) the Agreeing Shareholders themselves.

**FIRST PARAGRAPH** - If the shareholder of Fênix (hypothesis 'i' of Clause Three above), or the ascendant, descendant, spouse or heir of any of the Agreeing Shareholders (hypothesis 'ii' of Clause Three above) who receives the Shares is not one of the Agreeing Shareholders, they will be obliged to adhere hereto by signing the Term of Adhesion to the Shareholders' Agreement as set out in Annex II.

**SECOND PARAGRAPH** - Whenever any transfer occurs within the scope of Clause Three hereof, the Secretary of the Agreement, as elected under the terms of the Tenth Paragraph of Clause Four, must provide the addition of the number of Shares contained in Annex I.

### **CLAUSE FOUR**

The Agreeing Shareholders expressly recognize the advantages of creating mechanisms to ensure their homogeneous position in Romi's capital stock, especially in the unison relationship with the other Romi shareholders, aiming to maintain the integrity of the block of Shares that assures the Agreeing Shareholders the joint exercise of the political power held in Romi.

**First Paragraph** - The Agreeing Shareholders agree, under these conditions, that, during the term hereof, the Agreeing Shareholders will regulate the way in which the matters within the competence of the general meeting of Romi's shareholders will be approved.

**SECOND PARAGRAPH** - To ensure the implementation of the provisions of the First Paragraph, above, it is expressly stipulated that, if a general meeting of Romi's shareholders is called, the Agreeing Shareholders shall meet in a Preliminary Meeting to consider, discuss and deliberate on the matters on the respective agenda, by means of a call to be sent by any of the Agreeing Shareholders or by the Secretary of the Agreement, as provided in the Tenth Paragraph, below ("Preliminary Meeting").

**THIRD PARAGRAPH** - The Preliminary Meeting will also be held to guide the vote of the Agreeing Shareholders on the inclusion of items and information in the Call Notice, Distance Voting Bulletin and Romi Management Proposal, when applicable, referring to their Ordinary and/or Extraordinary Shareholders' Meetings.

**FOURTH PARAGRAPH** - The Preliminary Meeting must be called at least 7 (seven) days in advance of its holding and held at least 3 (three) days in advance of the date of Romi's shareholders' meeting, when applicable.

**FIFTH PARAGRAPH** - The Preliminary Meeting on first call will be held with the presence of Agreeing Shareholders representing at least 50% (fifty percent) plus 1 (one) share of all Shares. If the minimum quorum of 50% (fifty percent) plus 1 (one) share of the totality of Shares is not reached on the first call, a new Preliminary Meeting will be automatically convened to be held on the day following the one on which the Preliminary Meeting should have been held, in which case the Preliminary Meeting is installed with any quorum present.

**SIXTH PARAGRAPH** - The resolutions of the Agreeing Shareholders will be taken by majority vote of those present at the Preliminary Meeting, considering the number of Shares held by those present, provided, however, that, once approved, the majority position will be binding on all the Agreeing Shareholders, even if any of them was absent from the aforementioned Preliminary Meeting, and regardless of the specific vote that, at that meeting, he/she had cast.

**SEVENTH PARAGRAPH** - Representation at Preliminary Meetings by an attorney-in-fact is permitted, with special powers expressly provided for this purpose, provided that the nominated person is one of the other Agreeing Shareholders signatory hereto, and participation via videoconference, telephone call, electronic mail or other means that allow the participant to express their wishes.

**EIGHTH PARAGRAPH** - For the purposes hereof, the Agreeing Shareholders undertake and commit to attend all Romi's general meetings, exercising the right to vote only in the manner that has been resolved at the Preliminary Meeting specially convened with the purpose of deciding how the Agreeing Shareholders will exercise their right to vote at the respective shareholders' meeting of Romi.

**NINTH PARAGRAPH** - The Agreeing Shareholders hereby grant powers to the Secretary of the Agreement to, on their behalf, at the end of each Preliminary Meeting, delegate powers to one or more attorneys, so that, acting in isolation, they appear to Romi's shareholders' meetings and vote on behalf of each Agreeing Shareholder, as agreed in the Preliminary Meeting. Such attorney must necessarily be one of the other Agreeing Shareholders, one of Romi's managers or a lawyer, and the power of attorney must contain the voting instructions and be specific for each act to be performed, in accordance with the provisions of the first paragraph of article 126 of law 6.404/76, noting that the minutes of the Preliminary Meeting may contain such mandate.

**TENTH PARAGRAPH** - The obligations contracted herein may not be invoked by the Agreeing Shareholders to exempt any of the Agreeing Shareholders from their legal responsibility in exercising the right to vote.

**ELEVENTH PARAGRAPH** - The Agreeing Shareholders representing at least 50% (fifty percent) plus 1 (one) share of the totality of Shares shall appoint a secretary for the Agreement ("Secretary of the Agreement"), whose term of office shall remain in force until his/her successor takes office, with the specific function of informing the Agreeing Shareholders about the matters to be dealt with on the agenda of the Preliminary Meetings, calling such Preliminary Meetings, recording the resolutions, as well as ensuring compliance herewith. The Act of Election of the Secretary of the Agreement shall stipulate the duties and responsibilities of the Secretary.

**TWELFTH PARAGRAPH** - At any time, the Agreeing Shareholders representing at least 50% (fifty percent) plus 1 (one) share of the totality of Shares may dismiss the Secretary of the Agreement, and, in this case, a new Agreement Secretary shall be immediately appointed.

#### **CLAUSE FIVE**

The Agreeing Shareholders are obliged to comply, and to ensure compliance, in full, everything that is agreed between them herein, for which they recognize and affirm to be null and ineffective, between them, before Romi and before third parties, any attitude and/or measure that they take in disagreement with the provision agreed hereby and/or that represent a violation of the obligations assumed.

**FIRST PARAGRAPH** - All obligations assumed herein by the Agreeing Shareholders are irrevocable and irreversible.

**SECOND PARAGRAPH** - The obligations assumed herein will be specifically performed by any of the Agreeing Shareholders, pursuant to Article 118, Third Paragraph, of the Corporations Law. The Agreeing Shareholders do not waive any action or measure (including collection of damages) to which they are entitled at any time. The Agreeing Shareholders expressly admit and undertake the specific fulfillment of their obligations and to accept court orders, when applicable, and arbitration decisions.

**THIRD PARAGRAPH** - In order to preserve, promote and maximize the value of the Shares, the Agreeing Shareholders undertake to ensure and enforce the good image of Romi and its Management, before all related parties, in particular, but not limited to, shareholders, investors, financiers, customers, suppliers, employees, community, constituted authorities, government, press, social networks, internet, among others.

**FOURTH PARAGRAPH** - Without prejudice to the obligation to compensate for losses and damages, the Agreeing Shareholder who breaches this Agreement will be subject, for the duration of the breach, to a daily fine from the date of the breach, in the amount equivalent to 0.1% (zero point one percent) on the totality of its Shares, at the market value of the Share, as listed on the stock exchange, according to the average, weighted by volume, of the last 30 (thirty) trading sessions in which shares have been traded from Romi. In any case, the total amount of any fine will be limited, per event, to 10% (ten percent) of such participation.

#### **CLAUSE SIX**

This Agreement is equally binding on the successors and assigns of the Agreeing Shareholders, at any time and in any capacity.

#### **CLAUSE SEVEN**

The Agreeing Shareholder who wishes to sell all or part of its Shares ("Selling Party"), must offer to the other Agreeing Shareholders, in writing ("Offer"), together with a copy of the purchase proposal by third parties, if any, and the Offer must mandatorily include (i) the name of such third party and its direct and indirect partners, (ii) the number of Shares offered, (iii) the price to be

paid, (iv) the payment terms and other relevant conditions, and such third party must be informed of the preemptive right provided herein.

**FIRST PARAGRAPH** - The price of each share to be fixed by the Selling Party for the sale of its Shares, shall not, under any circumstances, be lower than the weighted average price of the Company's shares, traded in the last 30 (thirty) trading sessions of B3 S.A. - Brasil, Bolsa, Balcão (“B3”), as of the communication of the Selling Party. If the Selling Party's intention is to sell all or part of its Shares on the stock exchange, the price must be included in the Offer, which must be the arithmetic average between the maximum and minimum prices as disclosed by B3 of the Shares on the trading sessions of the two business days immediately prior to the date of delivery of the Offer and payment must be made in cash upon transfer of the shares.

**SECOND PARAGRAPH** - The other Agreeing Shareholders will have a period of 30 (thirty) days, counting from the receipt of the Offer to third parties, or 10 (ten) days, counting from the receipt of the Offer on the stock exchange, to express their opinion on the acquisition or not of the Shares offered, in proportion to the Shares that each one has, related hereto, not including those of the Selling Party, under conditions equal to or better than those presented by the Selling Party (price, payment term and other conditions), as well as inform his/her interest in the eventual apportionment of unsubscribed shares.

**THIRD PARAGRAPH** - The Agreeing Shareholders who manifest themselves by exercising the preemptive right will be obliged to acquire the Shares within 30 (thirty) days from the date on which the Selling Party has received the expression of interest in exercising the preemptive right, under the conditions expressed in said manifestation.

**FOURTH PARAGRAPH** - Once the period mentioned in the First Paragraph has expired, without the express manifestation of the interest of the other Agreeing Shareholders, the Selling Party will be released to sell to third parties, for a price and other payment conditions not lower than those proposed to the other Agreeing Shareholders, within the immediately subsequent 60 (sixty) days, after which the offer made to the other Agreeing Shareholders must be renewed if the sale does not take place. For the purposes of this Paragraph, the Selling Party shall prove that the sale of the Shares was effectively carried out, at least under the same conditions offered to the other Agreeing Shareholders.

**FIFTH PARAGRAPH** - If there are any leftovers, the other Agreeing Shareholders are assured the exercise of the preemptive right in proportion to the Shares that each one holds, linked hereto, not counting those of the Selling Party. If any Agreeing party to the offer does not express its interest in the acquisition, the other Agreeing Shareholders who have formulated such intention in the form of the Second Paragraph of this clause, will have ensured the right of first refusal in the acquisition of such leftovers, which will be apportioned in the same proportion established in this paragraph, among those who expressed interest in the apportionment, always under the same conditions of price and payment term.

**SIXTH PARAGRAPH** - If the other Agreeing Shareholders do not wish to exercise the preemptive right over the unsubscribed shares under the terms of the Fifth Paragraph of this clause, the Selling Party may sell such unsubscribed shares to third parties, obliging itself to renew the offer to the Agreeing Parties if this does not occur the disposal within the immediately subsequent 60 (sixty) days, in accordance with the rules described in the Fifth Paragraph of this clause.

**SEVENTH PARAGRAPH** - Except for the cases provided for in Clause Three, the Disposal of Shares to third parties does not give rise to the adhesion of these third parties hereto, and the Agreement Secretary must provide the addition of the number of Shares contained in Annex I, in order to exclude such Agreement Shares.

**EIGHTH PARAGRAPH** - For purposes hereof, the term "Sale" (as well as the word "Sell") means to sell, exchange, donate, lend or otherwise assign (including assigning the preemptive right and subscription rights), sell or transfer the possession or ownership of the Shares, or economic rights derived therefrom, in any capacity, directly or indirectly, voluntarily or involuntarily, free of charge or for consideration, or, even, promise to practice any one of the aforementioned acts, or give as a pledge, guarantee, fiduciary sale or any other form of guarantee, or usufruct with assignment of political rights over the shares, for whatever reason.

**NINTH PARAGRAPH** - For the purposes hereof, a Sale will not be considered as the one carried out to ascendants, descendants, conjugal partners, legal heirs and legal entities composed entirely by them and/or by the Agreeing Shareholder itself, as long as such legal entity maintains this condition. Any sale to third parties of interest in a legal entity that becomes part of the Agreement, under the terms of this paragraph, will be equivalent to the Sale of Shares, applying the rules of preemptive right in proportion to the interest sold in relation to the Shares held by such legal entity.

**TENTH PARAGRAPH** – The Agreeing Shareholder who, in any case, Disposes of all of his/her Shares, will be automatically disconnected from this Agreement.

**ELEVENTH PARAGRAPH** – Withdrawals from this Agreement will not be allowed in the 30 (thirty) days before or in the 30 (thirty) days after the date of a Romi Shareholders' Meeting.

**TWELFTH PARAGRAPH** – Except when the Sale implies transfer of ownership of the Shares, under the terms hereof, the Agreeing Shareholders may not assign or transfer the voting rights of the Shares to third parties not bound hereby, and the instruments entered into in disagreement with the provisions of this paragraph shall be null and void, and the Company shall refrain from registering them. Thus, the Agreeing Shareholders stipulate that, in case of encumbrance of the Shares, the Agreeing Shareholder must necessarily preserve the voting right of the encumbered Shares; and in the event of leasing the Shares, the lessee of these Shares will be obliged to exercise the right to vote in accordance with the provisions of the Agreeing Parties, in a Preliminary Meeting.

**THIRTEENTH PARAGRAPH** – The Sales of Shares made in disagreement with the provisions of this clause shall not be valid, and the Secretary of the Agreement and the Company shall refrain from registering them.

## **CLAUSE EIGHT**

The Agreeing Shareholders are obliged to arrange for the filing of this Agreement, as well as any amendments or additions thereto, including its Annex I, at the Company's headquarters, which undertakes to strictly observe it in all terms and conditions, which is why it signs it as a consenting intervening party.



**FIRST PARAGRAPH** - Each of the Agreeing Shareholders shall have the right to request the Chairman of the Romi Shareholders' Meeting to declare the invalidity of the vote cast against the express provision herein.

**CLAUSE NINE**

This Agreement will be in force as of November 5, 2022 for a period of 5 (five) years, automatically renewable for an equal period, unless any of the Agreeing Parties manifests itself against its renewal, with up to 6 (six) months in advance of the expiration date.

**CLAUSE TEN**

If any provision contained herein is considered invalid, illegal or unenforceable in any manner, the validity, legality or enforceability of the other provisions contained herein will not be affected or impaired in any manner.

**CLAUSE ELEVEN**

This Agreement establishes the entire agreement between the parties in relation to its purpose, superseding any other agreement, contract, promise, convention, communication or declaration, verbal or in writing, previously entered into by either party in relation to the subject hereof.

**CLAUSE TWELVE.**

The Agreeing Shareholders shall use their best efforts to try to amicably settle all controversies and disputes arising from this Agreement, including with respect to the application of penalties and/or indemnities. In the event of any dispute, any of the Agreeing Shareholders involved in it shall forward to the other Agreeing Shareholder or to the other Agreeing Shareholders involved in the dispute written notice with the purpose of maintaining friendly negotiations and in good faith in order to resolve it within 30 (thirty) days from receipt of the notification. The Agreeing Shareholders agree that in the event of failure to resolve disputes amicably, the disputes shall be resolved exclusively by arbitration, which will be final, conclusive and binding on the Agreeing Shareholders, their successors and assigns.

**FIRST PARAGRAPH** - The arbitration will be conducted in Portuguese, in the city of São Paulo, State of São Paulo, in a place to be defined by the arbitration court, which will decide in accordance with the laws of Brazil, in a process initiated and conducted in accordance with the Market Arbitration Chamber Regulation (“Market Arbitration Regulation”) in force on the effective date hereof. If the procedural rules of the Market Arbitration Regulation are silent in any procedural aspect, these rules will be supplemented by the provisions of Law No. 9.307, of September 23, 1996.

**SECOND PARAGRAPH** - The arbitral tribunal shall resolve all disputes relating to the dispute, including those of an incidental, precautionary, coercive or interlocutory and/or declaratory nature, the arbitrators being prohibited from deciding in equity.

**THIRD PARAGRAPH** – The arbitral tribunal shall be composed of 3 (three) arbitrators, each of the Agreeing Shareholders in dispute having the right to appoint 1 (one) arbitrator each. If there is

more than one plaintiff or more than one defendant, the plaintiffs or defendants shall jointly appoint their respective arbitrator. The third arbitrator, who will also be the chairman of the arbitration panel, will be chosen jointly by the arbitrators appointed by the Agreeing Shareholders. In the event that any of the Agreeing Shareholders fails to appoint its arbitrator, or that the arbitrators appointed by the Agreeing Shareholders of the controversy do not reach a consensus on the third arbitrator, the arbitrator shall be appointed according to the rules of the Market Arbitration Regulation, within a maximum period of 10 (ten) days from the date on which there is a deadlock.

**FOURTH PARAGRAPH** - The arbitration decision will be given in writing and will be duly substantiated, with a summary description of the facts taken into consideration for the decision and the indication of its legal basis. The arbitration decision will be final and immediately enforceable under the terms of the law in force.

**FIFTH PARAGRAPH** - Each Agreeing Shareholder shall be responsible, prior to the rendering of the arbitration award, for their respective costs and expenses incurred during the arbitration (which includes, without limitation, attorneys' fees and expenses). Once the arbitration decision is rendered, the costs must be borne by the losing party.

**SIXTH PARAGRAPH** - The arbitration procedure, as well as documents and information submitted to the arbitration, will be considered confidential, and no publicity will be admitted, except to the extent required by current law.

**SEVENTH PARAGRAPH** - The arbitral award to be rendered by the arbitral tribunal may be taken to any competent court to determine its execution, which will be considered final and definitive, obliging the parties to the dispute, which expressly waive any appeal, with exception of the request for clarification provided for in Article 30 of Law No. 9.307, dated September 23, 1996.

**EIGHTH PARAGRAPH** - Notwithstanding the provisions contained in this clause, the Agreeing Shareholders are not prevented from appealing to the Judiciary to: (i) obtaining injunctive measures (or any other remedy that cannot be obtained under Brazilian arbitration legislation), for the protection of rights prior to the institution of the arbitration, which will prevail only until they are reconsidered by the arbitral tribunal, provided that any procedure in this regard will not be considered as an act of waiver of arbitration as the only means of conflict resolution chosen by the parties to the dispute; (ii) ensure the institution of arbitration; (iii) execute any decision of the arbitral tribunal, including the arbitral award, and (iv) eventually claim the nullity of the arbitration award, as provided by law. For the measures provided herein, the jurisdiction of the city of Santa Bárbara d'Oeste, State of São Paulo, is hereby elected, to the exclusion of any other, however privileged it may be. The need to file any injunctive relief or any other remedy set forth in this clause before a judicial authority shall not be deemed incompatible with the election of arbitration nor shall it represent a waiver by any party of any provisions of this clause. Any requests or measures implemented by the judicial authority shall be notified without delay to the arbitral tribunal, if already constituted, by the party requesting such measure.

## **CLAUSE THIRTEEN**

The documents related to this Agreement may be signed by the Agreeing Shareholders by digital means, including the minutes of previous meetings, proxies, notifications and statements, recognizing the Agreeing Shareholders as a valid expression of consent to their signature in

electronic format and/or by means of electronic certificates (advanced electronic signature and/or qualified electronic signature), including those using certificates not issued by ICP-Brasil, within the limits of current legislation. The links for signing such documents must be sent to the email address of each Agreeing Shareholder, noting that any email changes must be communicated by the Agreeing Shareholder to the Agreement Secretary.

In witness whereof, the Parties sign this Agreement, in 02 (two) counterparts of equal content and form, in the presence of two witnesses.

Santa Bárbara d'Oeste, SP, November 1, 2022

**Carlos Guimarães Chiti**

**Juliana Guimarães Chiti**

**Eugênio Guimarães Chiti**

**Américo Emílio Romi Neto**

**José Carlos Romi**

**Maria Pia Romi Campos**

**André Luís Romi**

**Romeo Romi**

**Anna Maria Toledo Romi**

**Sandra Maria Romi Cheida**

**Frederico Romi**

**Paulo Romi**

**Patricia Romi Cervone**

**Adriana Romi**

**Fênix Empreendimentos S.A**

**Carlos Guimarães Chiti José Carlos Romi**

**ROMI S.A.  
CONSENTING INTERVENING PARTY**

**Luiz Cassiano Rando Rosolen Fábio Barbanti Taiar**

Witnesses:

Name: Daniel Antonelli  
Identity Card No.: 27.288.395-5

Name: Daiane Aparecida de Oliveira Santos  
Identity Card No.: 43.144.994-6

Annex I

Shareholders' Agreement of ROMI S.A.  
entered into on November 1, 2022

Number of Shares Linked to the Agreement

<b>AGREEING SHAREHOLDERS</b>	<b>COMMON SHARES</b>
Carlos Guimarães Chiti	2.486.462
Eugenio Guimarães Chiti	2.486.463
Juliana Guimarães Chiti	2.486.463
Américo Emílio Romi Neto	1.964.026
André Luís Romi	1.964.028
José Carlos Romi	1.964.028
Maria Pia Romi Campos	1.964.028
Romeo Romi	1.633.210
Anna Maria de Toledo Romi	204.560
Sandra Maria Romi Cheida	1.197.997
Frederico Romi	1.197.997
Patrícia Romi Cervone	1.197.997
Paulo Romi	1.197.997
Adriana Romi	1.197.996
Fênix Empreendimentos S.A.	14.329.958

Annex II – Participation Agreement to the Shareholders' Agreement of ROMI S.A. [Model]

By this instrument, [insert name of the adhering third party], [insert description], hereinafter referred to simply as "Declarant", hereby, by means of this Participation Agreement to the Shareholders' Agreement of ROMI S.A., signed on \_\_\_\_\_, 2022 ("Agreement"), adhere, in full and without any reservations, to the Agreement and expressly and personally assume responsibility for complying with the rules contained in said Agreement, whose terms the Declarant declares to be fully aware of, and undertakes to base his actions on the Company always in compliance with such rules, being also subject to the fines and penalties applicable under the terms of said Agreement for non-compliance. The Declarant undertakes both for the obligations directly attributable thereto, and to ensure that the Company fulfills the duties established in the Agreement.

The Declarant signs this Term in 2 (two) copies of equal content and content, in the presence of the 2 (two) undersigned witnesses.

[insert place and date of signature]

[insert name of Declarant(s)]

Witnesses:

1.

Name:

ID card:

2.

Name:

ID Card: