

LUPATECH S.A.

CNPJ nº 89.463.822/0001-12

NIRE 35.3.0045756-1

Publicly-held Company with Authorized Capital - B3 Novo Mercado

NOTICE TO SHAREHOLDERS**Extension of the Exercise Period for the 4th Bonus Issuance**

Nova Odessa, August 09, 2024 - Lupatech S.A. (B3: **LUPA3**) (B3:**LUPA14**) ("Lupatech" or "Company"), in compliance with current legislation and regulations and in continuity with what was approved at the meeting of the Board of Directors 025/2023 held on July 6, 2023 ("RCA 025/2023") that dealt with the 4th issuance of Subscription Bonus, in Single and Onerous Series, for private placement, of Lupatech S. A. ("Subscription Bonus" and "4th Bonus Issuance"), as well as other meetings of the Board of Directors and Notices to Shareholders disclosed in connection with the 4th Subscription Bonus Issuance, hereby informs the Shareholders and the market that:

The Company informs that the Subscription Bonus of the 4th Bonus Issuance, admitted to trading on B3 S.A. - Brasil, Bolsa, Balcão ("B3"), through the ticker LUPA14, had their exercise period extended to February 15, 2025, by the Company's Board of Directors, as provided for in item O.1 of RCA 025/2023, for a period of 180 (one hundred and eighty) days, due to the occurrence of the situation/hypothesis (a) indicated in said item. Thus, the new maximum period for exercising the Subscription Bonus of the 4th Bonus Issuance is now February 15, 2025. A new schedule of the fortnightly exercise windows will be announced by the Company shortly.

In addition, the 4th Bonus Issuance has 53 (fifty-three) Subscription Bonus not yet exercised, maintaining the other characteristics of the issuance, according to RCA 025/2023 and other meetings of the Board of Directors and Notices to Shareholders related to the 4th Bonus Issuance, except for the new maximum exercise period. To wit:

- A. Issuance Number:** the Issuance represents the 04th (fourth) Bond Issuance of the Issuer.
- B. Quantity and Series:** 6,920 (six thousand nine hundred and twenty) Subscription Bonus, issued in a single series. With only 53 (fifty-three) Subscription Bonus not yet exercised.
- C. Number of Shares to be Subscribed per Bonus:** Each 1 (one) Bonus grants the right to subscribe and pay up, on the date of exercise of the Bonus, 1,000 (one thousand) common shares issued by the Issuer, registered, book-entry shares with no par value ("Number of Shares per Bonus").
- D. Total Value of the Issuance:** R\$ 5,605,200.00 (five million, six hundred and five thousand, two hundred reais), equivalent to the Issuance Price multiplied by the total quantity of the Issuance, 6,920 (six thousand, nine hundred and twenty) Subscription Bonus, on the Issuance Date (as defined below), observing the possibility of a Partial Placement (as defined below) ("Total Amount of the Issuance").

The minimum amount of the Issuance, which must be subscribed and paid in, shall be R\$ 560,520.00 (five hundred and sixty thousand, five hundred and twenty reais), equivalent to 692 (six hundred and ninety-two) Bonds ("Minimum Issuance Amount").

In the event that the Minimum Issuance Amount is not reached, the procedure set out in item K below shall be applied.

E. Issuance Date: For all legal purposes, the issuance date of the Subscription Subscription Bonus shall be July 6, 2023 ("Issuance Date").

Issuance Price and Nominal Unit Value of the Subscription Bonus: The nominal unit value of the Subscription Bonus, on the Issuance Date, will be the Quantity of Shares per Subscription Bonus times the value of R\$ 0.81 (eighty-one cents), defined as 25% of the volume-weighted average price of the Company's shares in the last 10 trading sessions of B3, prior to the Issuance, i.e. R\$ 810.00 (eight hundred and ten reais) per Subscription Bonus ("Issuance Price", "Nominal Unit Value" and "VWAP", respectively).

F. Reverse Stock Split or Share Bonus: The Issuance will be simultaneously and proportionally adjusted (i) to capital increases through the capitalization of reserves which result in Share bonuses; and (ii) to reverse stock splits and reverse stock splits, on any basis, which may occur as from the Issuance Date, without any burden on the holders of the Bonds. Accordingly, (i) in the event of a reverse stock split, the Exercise Price shall be multiplied by the same ratio as for the reverse stock split of the Issuer; and (ii) in the event of a reverse stock split or bonus, the Exercise Price shall be divided by the same ratio as for the reverse stock split of the shares issued by the Issuer or by the same ratio used for the bonus, and shall be the subject of an amendment to this Issuance.

G. Subscription Bonus Rights: The Subscription Bonus is a security distinct from the Issuer's shares, conferring on its holders, under the conditions approved herein, only the right to subscribe and pay up the Issuer's ordinary shares, as provided for herein. Ownership of the Bonus, in itself, does not guarantee its holder any right to dividends, interest on equity or any other income or political rights. Only upon actual receipt of the shares resulting from the exercise of the Subscription Bonus will the same rights pertaining to the Issuer's Shares be enjoyed.

H. Form, Custody and Trading: The Subscription Bonus will be book-entry, nominative and held in custody at the Company's bookkeeping bank and at B3, through the brokers/distributors linked to B3, and will be admitted to trading at B3.

I. Subscription and Payment of the Subscription Bonus: The Subscription Bonus must be subscribed for and paid in, within the scope of the brokerage houses/distributors linked to B3, directly to the bookkeeping bank or to the Company, at the subscription price corresponding to their Nominal Unit Value, without monetary restatement, interest or other charges.

a. The Subscription Bonus must be paid in cash, or in credits derived from pro-labore remuneration and/or legal fees, or in credits arising from loans and/or advances made in connection with the Transaction held against the Company. All credits must be validated with the Company, as well as being liquid, certain, recognized and not subject to litigation, with credits subject to judicial recovery being expressly excluded.

b. The payment of the Subscription Bonus s by the shareholders within the scope of the exercise of pre-emptive rights and/or the apportionment period of the leftovers must take place within 5 (five) business days of the end of the subscription period and/or apportionment period of the leftovers, as the case may be ("Payment Date").

c. The payment of the Bonds when the investment is made by the Proponents, in compliance with the Proposal accepted by the Company, must take place within 180 (one hundred and eighty) days of the subscription of said Bonds.

d. Subscription Bonus that are not subscribed, as well as subscribed Subscription Bonus that are not paid in under the terms and conditions established in these minutes, may, at the Issuer's discretion, be cancelled, and the cancellation of Subscription Bonus must be approved at a meeting of the Issuer's Board of Directors to be held after the Payment Date and disclosed to the market.

J. Partial Placement: partial placement of the Bonds will be permitted, provided that the placement reaches the Minimum Issuance Amount, and unsubscribed Bonds may be canceled ("Partial Placement").

a. Subscribers may, when signing their subscription forms: (i) condition the subscription of the Subscription Bonus on the placement of the Total Issuance Amount; or (ii) condition the subscription of the Subscription Bonus on the achievement of the Minimum Issuance Amount. If the subscriber has opted to establish the condition set out in sub-item (ii) above, he/she must indicate whether, once the Minimum Issuance Amount has been reached, he/she wishes to acquire: (a) the totality of the Bonds to which he/she would be entitled; or (b) a quantity equivalent to the proportion between the quantity of Bonds actually issued and the quantity of Bonds originally offered.

b. In the absence of an express statement in the subscription form, the subscriber's interest in maintaining its subscription decision in full shall be presumed. In addition, in the event of a Partial Placement, there will be no time limit for withdrawing or modifying the subscription forms.

c. In the event of a Partial Placement and the subscriber ticks sub-item (i) of item L.1, (a) above, their respective subscription form will be automatically canceled, as well as in the event of non-payment and non-placement of the Minimum Issuance Amount and any amounts paid will be refunded to the subscribers, in compliance with the deadlines set by B3 and the book-keeper.

K. Preemptive Right: Shareholders of the Issuer, holding shares issued by the Issuer on July 11, 2023 ("Shareholder Proof Deadline"), will be granted preemptive rights to subscribe for the Bonds, pursuant to §1, paragraph "b" of article 171 of the Brazilian Corporation Law, in the proportion of 0.02130727654578749% of its shareholding, i.e. each share will entitle its holder to subscribe for 0.0002130727654578749 Subscription Bonus. Shares acquired from the business day following the Shareholder Proof Deadline will not be entitled to the pre-emptive right to subscribe for Subscription Bonus. The period for exercising pre-emptive rights will be 30 (thirty) calendar days from the issuance of the Subscription Bonus, starting on July 12, 2023 and ending on August 11, 2023.

L.1 Exercise or Assignment of Preemptive Rights: Shareholders are guaranteed the right to subscribe to as many Subscription Bonus as corresponds to maintaining the proportion of shares held. Shareholders who wish to subscribe for Subscription Bonus by exercising their Preemptive Right, under the terms of the item above, may only do so with the Securities Distributors or Brokers linked to B3, with the bookkeeping bank or with the Company, by means of the Subscription Bulletin, and may not do so by any other means.

L. Subscription Deadline for Proponents: The Proponents will have 3 (three) business days to subscribe for the Bonds, following the publication of a Notice to the Company's Shareholders indicating the end of the period for exercising pre-emptive rights and the number of Bonds subscribed for by the shareholders at this stage ("Proponents' Subscription Period").

M. Apportionment of Leftovers: The Subscription Bonus not subscribed by the shareholders with pre-emptive rights and/or by the Proponents will be offered to the subscribing shareholders who have indicated their interest in the leftovers on the subscription form, in proportion to their subscription. In this case, a Notice to Shareholders will be published, announcing (i) the total number of Bonds subscribed during the period for shareholders to exercise their Preemptive Rights and the Subscription Period for Tender Offerors; and (ii) the period for subscribing to the leftovers. If there are still leftovers after the first offering of leftovers, the Company, at the sole discretion of its Board of Directors, may dispose of the leftovers and make new apportionments, pursuant to §7 of article 171 of Law 6,404/1976.

N. Bonus Exercise Period: Observing the deadlines and procedures established by B3 and the bookkeeping bank, as well as the schedule and information that will be disclosed by the Company by means of a Notice to Shareholders, the Subscription Bonus will be exercisable in fortnightly windows, and the exercise may be carried out at the discretion of the holder of the Subscription Bonus within each fortnightly window, within the period for exercising the Subscription Bonus, which shall be up to 365 (three hundred and sixty-five) days, counting from the end of (i) the exercise of the pre-emptive right or (ii) the subscription by the Proponents or (iii) the apportionment of surpluses, whichever occurs last ("Exercise Period"), as follows:

i. the holders of Subscription Bonus held in custody at the Central Securities Depository of B3 ("Central Depository") shall exercise the right conferred by the Subscription Bonus by means of an exercise request to be made by their custody agent to B3, in compliance with the deadlines stipulated by B3, fortnightly windows and the Exercise Price to be disclosed by the Company; or

ii. the holders of Subscription Bonus held in custody at the bookkeeping bank must exercise the rights conferred by the Subscription Bonus by means of an exercise request made in writing to the Issuer, by going to any bookkeeping bank agency and filling in the corresponding form or by means of an exercise notification and payment directly with the Company, in compliance with the deadlines and fortnightly windows and the Exercise Price that will be disclosed by the Company.

O1. The Exercise Period may be extended: (i) for 180 (one hundred and eighty) days at the Company's discretion, and/or (ii) for 180 (one hundred and eighty) days in the event of a substantial change in market conditions for the share, characterized by the occurrence of one of the following situations in 40 (forty) or more trading sessions during the final 180 (one hundred and eighty) days of the Exercise Period: (a) trading of the share with a weighted average price of less than 70% (seventy percent) of the current price of R\$ 3.47, or (b) daily traded volume of the shares of less than 420.000 (four hundred and twenty thousand) shares per day. In the event of an extension, the Company will disclose the information by means of a Notice to Shareholders.

O. Option to Exercise the Bonus: The exercise of the Bonus is optional, and the Bonus will expire if not exercised within the Exercise Period, without any compensation being due to the subscriber for its expiry.

P. Exercise Price of the Subscription Bonus: This will correspond to multiplying the Quantity of Shares per Bonus (1,000) by 90% (ninety percent) of the VWAP of the respective fixing date, less the Issuance Price of the Subscription Bonus (R\$ 810.00). The Exercise Price will be determined for fortnightly windows corresponding to the first (1 to 15) and second (16 to the last day of the month)

fortnights of each month and will be set according to the VWAP of the last business day prior to each window. The Exercise Price will be disclosed by means of a Notice to Shareholders.

Q.1 The Exercise Price of the Subscription Bonus must be paid in cash, or in credits derived from pro-labore remuneration and/or legal fees, or in credits arising from loans and/or advances made in connection with the Transaction held against the Company. All credits must be validated with the Company, as well as being liquid, certain, recognized and not subject to litigation, with credits subject to judicial recovery being expressly excluded.

Q. Deadline for Payment of the Exercise Price of the Subscription Bonus held in custody at B3: Subject to the deadlines and procedures established by B3, brokerage firms/distributors linked to B3, as well as the information and schedule(s) that will be disclosed by the Company by means of a Notice to Shareholders, the holders of Subscription Bonus held in custody at the Central Depository of B3 must pay the Exercise Price within 7 (seven) business days from the last day of the fortnightly window in which the exercise of the Bonus was requested, with payment being made by means of brokerage firms/distributors linked to B3.

R. Deadline for Payment of the Exercise Price of Subscription Bonus held in custody at bookkeeping bank: Holders of Bonus held in custody at the bookkeeping bank must pay the Exercise Price directly to the Issuer within 30 (thirty) days of notification of exercise of the Bonus.

S. Justification for Setting the Exercise Price of the Subscription Bonus: The Issuance is justified by the need for the Company to obtain additional resources to carry out its business plan. The value of the shares to be issued upon exercise of the Subscription Bonus is defined on the basis of the current market value, subject to a discount of 10% (ten percent) offered as an incentive to subscribers and compensation for the time taken for operating procedures until the shares are actually received.

T. Accounting allocation of the issuance and exercise price of the Subscription Bonus: The amounts received in respect of the issuance price of the Subscription Bonus must be allocated to the capital reserve and the exercise price must be allocated to the company's share capital.

U. Rights of the shares arising from the exercise of the Subscription Bonus: The shares issued at the meetings of the Board of Directors for the capital increase arising from the exercise of the Subscription Bonus will participate fully in any distribution of dividends or interest on equity that may be declared by the company after the corresponding meeting.

V. Partial Approval: The Company may carry out partial approval of the Issuance once the Minimum Amount has been reached and shall carry out further partial approvals when the periods for pre-emptive rights and apportionment of surpluses, if any, have ended and as a result of the payment of the Subscription Bonus. The final approval of the Issuance will take place once the subscriptions and payments for the Bonds have been completed.

W. Meetings of the Board of Directors for Approval of the Issuance and Verification of Exercised Bonus: Observing the deadlines and procedures established by B3 and the bookkeeping bank, as well as the schedule and information that will be disclosed by the Company by means of a Notice to Shareholders, the Issuer's Board of Directors: (i) will meet within 3 (three) days after the end of each subscription period to verify the number of subscribed Bonds, and will confirm the homologations of the Issuance; and (ii) meet every two (2) business days after the last day of each two-week window to verify the number of Subscription Bonus exercised in the respective two-week window and confirm the number of Common Shares that will be issued in exchange for the exercise of such Subscription Bonus, the last of which

will be held in the week following the end of the Exercise Period ("Board of Directors' Meetings for Capital Increase").

X. Delivery of the Subscription Bonus: The Bonus, issued at the Board of Directors Meetings, will be delivered to the subscribers within 30 (thirty) calendar days of the Board of Directors Meeting that carries out the partial homologation, respecting the deadlines and procedures established by B3 and the bookkeeping bank.

Y. Delivery of shares arising from the exercise of Subscription Bonus: The shares arising from the Subscription Bonus, issued at the Board of Directors' Meetings for the Capital Increase, will be delivered to the subscribers within thirty (30) calendar days of the Board of Directors' Meeting for the Capital Increase, respecting the deadlines and procedures established by B3 and the bookkeeping bank.

Z. Potential Dilution of Bonus: The potential dilution of the current shareholder base is: 17.5647142962154%, considering the Maximum Issuance Amount and the exercise of all the Subscription Bonus, which indicates a potential issuance of 6,920,000 (six million nine hundred and twenty thousand) shares arising from the exercise of 6,920 (six thousand nine hundred and twenty) Subscription Bonus.

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