

STEC PARTICIPAÇÕES S.A.
CNPJ/MF No. 29.739.460/0001-18
NIRE 35.300.513.916

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS

HELD ON JANUARY 23, 2026

DATE, TIME AND LOCATION: On January 23, 2026, at 2:00 p.m., at the headquarters of **STEC PARTICIPAÇÕES S.A.**, located at Rua Abrahão Vinhas, No. 242, part, Concórdia II, ZIP Code 16.013-337, in the city of Araçatuba, State of São Paulo, Brazil (the “**Company**”).

CALL NOTICE: The formalities for convening the meeting were waived due to the presence of all members of the Board of Directors.

QUORUM AND ATTENDANCE: The meeting was duly installed with the attendance of all members of the Board of Directors of the Company.

CHAIR: Chairman: Britaldo Hernandez; Secretary: Anselmo Del Toro.

AGENDA: To examine, discuss, and resolve on the granting of the right to a bonus to the Company’s employee Denis Arroyo Alves, that currently sits in the management position of Global Vice President.


RESOLUTIONS: By unanimous vote of those present, the members of the Board of Directors resolved to approve the granting of the right to a bonus to Denis Arroyo Alves, subject to a specific event, pursuant to the draft agreement attached to these minutes.

CLOSING: There being no further matters to be discussed and no additional statements made, the Chairman declared the meeting closed. These minutes were then drawn up, read, approved, and signed by all members of the Board of Directors. Signatures: Chair: Chairman: Britaldo Hernández; Secretary: Anselmo del Toro; Members of the Board of Directors: Britaldo Hernández, Anselmo del Toro, Patricia de Moraes, Roel Win Collier, Sanjay Joseph Wagle, and Fábio Almeida Abrahão.

Araçatuba, January 23, 2026.

Chair:

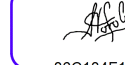
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Britaldo Hernández
President

Signed by:



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Anselmo del Toro
Secretary

Board Members:

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Britaldo Hernández

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Anselmo del Toro

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Roel Collier

DocuSigned by:

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Patrícia de Moraes

DocuSigned by:

B89324E76AAC403...

Sanjay Wagle

Assinado por:

FF9600AE706C46C...

Fábio Abrahão

ACORDO DE PREMIAÇÃO

BONUS AGREEMENT

De um lado:

- 1) **TECSOIL AUTOMAÇÃO E SISTEMAS S.A.**, com sede em Araçatuba, na Avenida Brasília, nº 2121, Jardim Nova Yorque, 22º andar, CEP: 16.018-000, inscrita no CNPJ/MF sob o 12.456.606/0001-15, neste ato representada por seus representantes legais, denominada “**Solinftec**” ou “**Companhia**”;

E, do outro lado:

- 2) **DENIS ARROYO ALVES**, brasileiro, inscrito no CPF/MF sob o nº 25770165812, residente e domiciliado na Rua Eng. Mahomed Cozac, 190 - CEP nº 14028775 – Ribeirão Preto – SP, doravante denominado “**Denis**”

Solinftec e o **Denis**, em conjunto denominadas “Partes” e isoladamente, “Parte”, resolvem celebrar o presente Acordo de Premiação (“Acordo”), mediante as cláusulas e condições abaixo descritas.

1. Por meio deste instrumento, a **Solinftec** outorga a **Denis** o direito a uma premiação no valor bruto total de R\$1.700.000,00 (um milhão e setecentos mil reais) em caso de Fechamento de um Transação até 31 de dezembro de 2026, conforme definição abaixo.
 - 1.1. Para fins desse instrumento, “Fechamento da Transação” significa o evento de transferência onerosa da totalidade ou de parcela substancial das ações representativas do capital social da **Solinftec** após a segregação da unidade de negócios Solix, ou seja, uma transação de transferência onerosa da unidade de negócio relacionada à softwares para agricultura (“Plataforma”) para um terceiro que não seja direta ou indiretamente acionista da **Companhia** (“Potencial Comprador”). A transferência de parcela substancial é incluída neste conceito para compreender eventual transação que seja negociada com a retenção ou manutenção de participação de acionistas estratégicos.
 - 1.2. Não integra a definição de Fechamento da Transação (i) qualquer reorganização societária feita entre a **Solinftec** e/ou sociedades do seu grupo econômico e

On one side:

- 1) **TECSOIL AUTOMAÇÃO E SISTEMAS S.A.**, a company with head offices located in Araçatuba, na Avenida Brasília, nº 2121, Jardim Nova Yorque, 22º andar, ZIP CODE: 16.018-00, enrolled with the National Roll for Legal Entities (CNPJ) under No. 12.456.606/0001-15, represented in accordance to its Articles of Association, hereinafter referred to as “**Solinftec**” or “**Company**”;

And, on the other side:

- 2) **DENIS ARROYO ALVES**, a Brazilian citizen, with Individual Taxpayer Identification Number (CPF) 25770165812, domiciled at Rua Eng. Mahomed Cozac, 190 – ZIP CODE nº 14028775 – Ribeirão Preto – SP, hereinafter referred to as “**Denis**”;

Solinftec and **Denis** jointly referred to as the “Parties” and individually as a “Party”, hereby enter into this Bonus Agreement (the “Agreement”), under the terms and conditions set forth below.

1. By means of this instrument, **Solinftec** hereby grants **Denis** the right to receive a bonus in the total gross amount of BRL 1,700,000.00 (one million seven hundred thousand Brazilian reais) in the event of the Closing of a Transaction by December 31, 2026, as defined below.
 - 1.1. For the purposes of this Agreement, “Closing of the Transaction” means the event of a paid transfer of all or a substantial portion of the shares representing the capital stock of **Solinftec** after the segregation of the Solix business unit, that is, a paid transfer transaction of the business unit related to agricultural software (“Platform”) to a third party that is not a direct or indirect shareholder of the **Company** (“Potential Buyer”). The transfer of a substantial portion is included in this concept to cover any transaction negotiated with the retention or maintenance of equity interest by strategic shareholders.
 - 1.2. The definition of Closing of the Transaction does not include: (i) any corporate reorganization carried out between **Solinftec** and/or companies of its economic group and

sociedades a serem constituídas e que sejam detidas, direta ou indiretamente, pelo grupo econômico da **Solinftec** ou pelos seus acionistas, incluindo mas não se limitando a qualquer operação realizada no contexto de um flip, isto é, uma transação (ou uma série de transações) pela qual a **Companhia** se torna uma afiliada de uma entidade cujo capital social seja detido pelos atuais acionistas diretos ou indiretos da **Companhia**; (ii) qualquer reorganização societária feita entre acionistas e eventuais subsidiárias integrais dos acionistas; (iii) qualquer transação de investimento na **Solinftec**, com ou sem emissão de novas ações de emissão da **Companhia**; (iv) a conversão de debêntures ou exercício de bônus de subscrição; (v) qualquer transferência de ações de emissão da **Companhia** ou de sociedades do seu grupo econômico que não represente a venda da totalidade da unidade de negócios Plataforma.

2. A outorga do direito aqui previsto está condicionada à ocorrência do Fechamento da Transação, um evento extraordinário que compreenderá uma performance acima da ordinariamente esperada por **Denis**.
3. A **Solinftec** deverá descontar os impostos e contribuições que, por força de lei, devam ser retidos pela **Companhia**. Além disso, **Denis** será responsável pelo recolhimento e pagamento de todos os impostos e contribuições que, por força de lei, sejam por ele devidos em virtude do recebimento da premiação.
4. Este Acordo será automaticamente extinto, independentemente de notificação ou formalização, em 31/12/2026 ou caso o contrato de trabalho entre Solinftec e Denis seja rescindido por qualquer motivo, seja por iniciativa de Denis ou em caso de demissão com ou sem justa causa.
5. As Partes concordam em manter este Acordo em estrita confidencialidade, não podendo divulgar sua existência ou seus termos e condições, salvo se exigido por lei, autoridade governamental ou para que não sejam prestadas declarações e garantias falsas, especialmente no contexto de negociação da Transação.

companies to be incorporated and that are directly or indirectly held by **Solinftec's** economic group or its shareholders, including but not limited to any transaction carried out in the context of a flip, that is, a transaction (or a series of transactions) through which the **Company** becomes an affiliate of an entity whose capital stock is held by the **Company's** current direct or indirect shareholders; (ii) any corporate reorganization carried out between shareholders and any wholly owned subsidiaries of such shareholders; (iii) any investment transaction in Solinftec, with or without issuance of new shares; and (iv) the conversion of debentures or exercise of subscription warrants; (v) any transfer of shares issued by the **Company** or by companies within its economic group that does not constitute the sale of the entire Platform business unit.

2. The granting of the right provided herein is conditional upon the occurrence of the Closing of the Transaction, an extraordinary event that reflects performance above that ordinarily expected from **Denis**.
3. **Solinftec** shall withhold any taxes and contributions that are required by law to be withheld by the **Company**. In addition, **Denis** shall be responsible for the collection and payment of any and all taxes and contributions that are legally due by him as a result of the receipt of the bonus.
4. This Agreement shall be automatically terminated, regardless of notice or formalities, on December 31, 2026, or if the employment agreement between **Solinftec** and **Denis** is terminated for any reason, whether at **Denis's** initiative or in the event of termination with or without cause.
5. The Parties agree to keep this Agreement in strict confidentiality and shall not disclose its existence or its terms and conditions, except as required by law or governmental authority, or to avoid making false representations and warranties, especially in the context of negotiations of the Transaction.

6. **Denis** não poderá ceder ou transferir seus direitos e obrigações aqui previstos, no todo ou em parte, visto o caráter personalíssimo do direito ora outorgado. A **Solinftec** poderá ceder ou transferir seus direitos e obrigações, no todo em parte, para qualquer terceiro.
 7. Eventuais aditamentos a este instrumento só serão válidos se celebrados por escrito pelas Partes.
 8. Este Acordo não substitui ou altera o contrato de trabalho havido entre **Denis** e a **Companhia**.
 9. Se alguma disposição deste instrumento for considerada inválida em virtude de qualquer lei aplicável ou por qualquer decisão transitada em julgado, tal invalidade não afetará outra disposição deste instrumento, a qual se possa dar eficácia independentemente da disposição inválida.
 10. Fica eleito o foro da cidade de São Paulo/SP, para resolver qualquer questão resultante deste Acordo.
 11. Este Contrato, sua elaboração, validade e efeitos serão governados pelas leis da República Federativa do Brasil.
 12. As Partes reconhecem que o presente Contrato é assinado em Português e em Inglês, prevalecendo, para todos os efeitos, a versão em Português.
6. **Denis** may not assign or transfer, in whole or in part, the rights and obligations provided herein, due to the personal nature of the right hereby granted. **Solinftec** may assign or transfer its rights and obligations, in whole or in part, to any third party.
 7. Any amendments to this instrument shall only be valid if executed in writing by the Parties.
 8. This Agreement does not replace or amend the employment agreement in force between **Denis** and the **Company**.
 9. If any provision of this instrument is deemed invalid under any applicable law or by any final and unappealable court decision, such invalidity shall not affect any other provision of this instrument, which may remain effective regardless of the invalid provision.
 10. The courts of the City of São Paulo, State of São Paulo, Brazil, are hereby elected to settle any matters arising from this Agreement.
 11. This Agreement, its draft, validity and effect shall be governed by the laws of Brazil.
 12. The Parties further acknowledge that this Agreement is executed in Portuguese and in English, prevailing, for all effects, the Portuguese version.

E, por estarem de acordo, após de lido e achado conforme, as Partes assinam o presente Acordo de Premiação na presença das testemunhas abaixo.

In witness whereof, the Parties sign this Bonus Agreement in the presence of undersigned witnesses.

Araçatuba, 23 de janeiro de 2026.

TECSOIL AUTOMAÇÃO E SERVIÇOS

DENIS ARROYO ALVES

Testemunha/witnesses:

Nome / Name:
Documento / Document:

Nome / Name:
Documento / Document:

Certificado de Conclusão

Identificação de envelope: 3A68808B-EAC0-46F6-9C22-520B17E9A7C2

Status: Concluído

Assunto: Complete com o Docusign: Tecsoil - Contrato Premiação-Bonus Agreement- Denis Arroyo.pdf, 2026....

Envelope fonte:

Documentar páginas: 5

Assinaturas: 8

Remetente do envelope:

Certificar páginas: 4

Rubrica: 0

Amanda Quideroli Luz

Assinatura guiada: Ativado

amanda.luz@solinftec.com

Selo com Envelopeld (ID do envelope): Ativado

Endereço IP: 186.0.144.179

Fuso horário: (UTC-03:00) Brasília

Rastreamento de registros

Status: Original

Portador: Amanda Quideroli Luz

Local: DocuSign

27/01/2026 11:11:39

amanda.luz@solinftec.com

Eventos do signatário

ANSELMO DEL TORO ARCE

anselmo.arce@solinftec.com.br

Diretor

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

Assinatura

Signed by:

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Registro de hora e data

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Assinado: 27/01/2026 12:38:09

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Assinado com o uso do celular

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Briticaldo Hernandez Fernandez

criticaldo.hernandez@solinftec.com.br

Diretor

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

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Fábio Abrahão

fabio.abrahao@yvy.capital

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

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Patrícia de Moraes

patricia.moraes@unboxcapital.com

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

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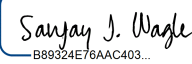
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Termos de Assinatura e Registro Eletrônico:

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Sanjay J. Wagle
sanjay.wagle@lightsmithgp.com
Managing Director
Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

DocuSigned by:

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Adoção de assinatura: Estilo pré-selecionado
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Eventos de entrega certificados	Status	Registro de hora e data
Eventos de cópia	Status	Registro de hora e data
Eventos com testemunhas	Assinatura	Registro de hora e data
Eventos do tabelião	Assinatura	Registro de hora e data
Eventos de resumo do envelope	Status	Carimbo de data/hora
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Concluído	Segurança verificada	19/03/2026 16:24:30
Eventos de pagamento	Status	Carimbo de data/hora
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