

VOTING AGREEMENT AND OTHER COVENANTS

entered into by and among

PEDRO PAULO CHIAMULERA

VERÔNICA ALLENDE SERRA

INNOVA CAPITAL S.A.

BERNARDO CARVALHO LUSTOSA

RENATO KOCUBEJ SORIANO

**INNOVA GLOBAL TECH FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES
MULTIESTRATÉGIA**

MAURO BACK

RAFAEL DE SOUZA LOURENÇO

EXPERIAN PLC

CLEAR SALE S.A.

and

SERASA S.A.

dated as of October 3rd, 2024

VOTING AGREEMENT AND OTHER COVENANTS

This voting agreement and other covenants (the “**Voting Agreement**”) is entered into by and among:

- (1) **PEDRO PAULO CHIAMULERA**, Brazilian, married, computer scientist, bearer of identity card RG No. 65.904.199-6, issued by SSP/SP, enrolled with the CPF/MF under No. 541.534.179-04, with office in the City of Barueri, State of São Paulo, at Avenida Anápolis, No. 100, conjunto 2, pavimento 18, Bethaville 1, Zip Code 06404- (“**Pedro**”);
- (2) **VERÔNICA ALLENDE SERRA**, Brazilian, divorced, entrepreneur, bearer of identity card RG No. 19.370.001, issued by SSP/SP, enrolled with the CPF/MF under No. 173.338.218-62, with office in the City of São Paulo, State of São Paulo, at Rua Doutor Renato Paes de Barros, No. 1.017, 15th floor, Itaim Bibi, Zip Code 04530-001 (“**Verônica**”);
- (3) **INNOVA CAPITAL S.A.**, a corporation (*sociedade anônima*) duly organized and existing under the laws of Brazil, enrolled with CNPJ/MF under No. 10.995.138/0001-21, with its head office in the City of São Paulo, State of São Paulo, at Rua Doutor Renato Paes de Barros, No. 1.017, 15th floor, Itaim Bibi, Zip Code 04530-001 (“**Innova**”);
- (4) **BERNARDO CARVALHO LUSTOSA**, Brazilian, married, statistician, bearer of identity card RG No. 52.024.922-7, issued by SSP/SP, enrolled with the CPF/MF under No. 975.386.806-59, resident in the City of São Paulo, State of São Paulo, at Rua Ernesto de Oliveira, n. 40, Ap. 153, Vila Mariana, Zip Code 04116-170 (“**Bernardo**”);
- (5) **RENATO KOCUBEJ SORIANO**, Brazilian, divorced, engineer, bearer of identity card RG No. 9.879.067, issued by SSP/SP, enrolled with the CPF/MF under No. 116.210.168-70, with office in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, No. 1.663, 12th floor, room 10, Jardim Paulistano, Zip Code 01452-001 (“**Renato**”);
- (6) **INNOVA GLOBAL TECH FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES MULTISTRATÉGICA**, an investment fund, registered with CNPJ/MF under No. 29.085.416/0001-31, hereby represented by its manager **Innova Capital Gestora de Recursos Ltda.**, a limited liability company registered with CNPJ/MF under No. 14.555.955/0001-10, headquartered in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, No. 2.179, 7th floor, conj. 71, Zip Code 01452-000, represented in the form of its articles of association (“**Innova FIP**”);
- (7) **MAURO BACK**, Brazilian, married, engineer, bearer of identity card RG No. 01.047.897-9, issued by SSP/PR, enrolled with the CPF/MF under No. 354.268.459-72, resident in the City of São Paulo, State of São Paulo, at Rua Oscar Freire, n. 2.371, Ap. 71, Pinheiros, Zip Code 05401-011 (“**Mauro**”);
- (8) **RAFAEL DE SOUZA LOURENÇO**, Brazilian, single, statistician, bearer of identity card RG No. 44.097.771-X, issued by SSP/SP, enrolled with the CPF/MF under No. 351.460.508-48, resident in the City of Miami, State of Florida, in the United States of America, at 2209 1/2 NE 123rd ST, North (“**Rafael**” and, jointly with Pedro, Verônica, Innova, Bernardo, Renato, Innova FIP and Mauro, the “**Controlling Shareholders**”);
- (9) **EXPERIAN PLC**, a publicly-held company duly organized and existing under the laws of Jersey, with its registered office at 22 Grenville Street, St Helier, Jersey, JE4 8PX, Channel Islands, herein legally represented in accordance with its corporate documents (“**Experian**”, and jointly with the Controlling Shareholders, the “**Voting Shareholders**”);
- (10) **CLEAR SALE S.A.**, a publicly-held company, headquartered in the city of Barueri, State of São Paulo, at Avenida Marcos Penteado de Ulhoa Rodrigues, No. 939, Jacarandá, 3rd floor,

Alphaville Industria, Zip Code 06460-040, registered with CNPJ/MF under No. 03.802.115/0001-98, herein legally represented in accordance with its bylaws (“**Clear Sale**”); and

- (11) **SERASA S.A.**, a corporation duly organized under the laws of Brazil, with head office in the city of São Paulo, State of São Paulo, at Avenida das Nações Unidas, 14401, torre C-1, conjuntos 201, 202, 211, 212, 222, 231, 241 and 242, Zip Code 04794-000, enrolled with CNPJ/MF under No. 62.173.620/0001-80, herein legally represented in accordance with its bylaws (“**Serasa**”).

(The Controlling Shareholders, Experian, Clear Sale and Serasa are individually referred to as “**Party**” and jointly referred to as “**Parties**”).

WHEREAS:

- (A) The Controlling Shareholders are, on the date hereof, holders of record of 131,839,195 common shares of Clear Sale, representing 70,15% of the total issued and outstanding common shares of Clear Sale, on a fully diluted basis, distributed as follows among the Controlling Shareholders (“**Controlling Shareholders’ Shares**”):

Controlling Shareholder	No. of Common Shares	% of Capital Stock
Pedro	66,326,498	35,29%
Verônica	16,979,831	9,03%
Innova	16,669,831	8,87%
Bernardo	16,359,136	8,70%
Renato	6,499,981	3,45%
Innova FIP	4,699,339	2,50%
Mauro	2,367,886	1,26%
Rafael	1,936,693	1,03%
Total	131,839,195	70,15%

- (B) Experian is, on the date hereof, the indirect holder of common shares of Serasa, representing more than ninety-nine percent (99%) of the total issued and outstanding common shares of Serasa, on a fully diluted basis (“**Experian Serasa Shares**”);
- (C) On the date hereof, Clear Sale and Serasa have executed the “*Merger Agreement and Other Covenants*” (“**Merger Agreement**”), wherein, subject to the terms thereof, Clear Sale and Serasa agreed to implement a business combination of Clear Sale and Serasa by means of the stock-for-stock merger of all of Clear Sale’s shares (*i.e., incorporacão de ações*) into Serasa, pursuant to Articles 224, 225 and 252 of the Brazilian Corporate Law (“**Merger of Shares**”), which will result in: (i) each of Clear Sale’s shares being exchanged for one new mandatorily redeemable preferred share of Serasa, with no par value (“**Serasa Redeemable Shares**”), according to the alternative chosen by each shareholder for each of its Clear Sale’s shares, as provided in the Merger Agreement; (ii) Clear Sale becoming a wholly-owned subsidiary of Serasa, and (iii) the the compulsory and automatic redemption of all

Serasa Redeemable Shares, with the consequent and immediate cancellation of all Serasa Redeemable Shares (“**Redemption of Shares**” and, the steps listed above, together with the implementation of the transactions contemplated in the Merger Agreement, the “**Transaction**”);

- (D) On the date hereof, (i) Clear Sale, Serasa, the Controlling Shareholders and Experian, have executed the “*Framework Agreement and Other Covenants*”, regulating certain rights, obligations, terms and conditions, and the relevant cooperation related to the Transaction, as provided therein; and (ii) Pedro and Experian have entered into the “*Non-Compete and Ambassadorship Agreement and Other Covenants*”, stipulating the provisions applicable to Pedro's activities in Experian upon the occurrence of the Closing, as well as Pedro's respective non-compete obligations;
- (E) The Voting Shareholders intend to stipulate their respective obligations and voting rights in relation to the Transaction;
- (F) The Parties agree to enter into this Voting Agreement, which shall be governed by and construed in accordance with the following terms and conditions.

1 Definitions and Interpretation

1.1 Definitions. Capitalized words used in this Voting Agreement and not expressly defined herein shall have the meanings assigned to them in the Merger Agreement.

1.2 Interpretation. The legal interpretation of the terms contained in this Voting Agreement shall follow the rules of construction stated in Section 1.2 of the Merger Agreement, as applicable.

2 Voting Agreement

2.1 Controlling Shareholders.

2.1.1 Voting Shares. The Controlling Shareholders irrevocably and unconditionally undertake to exercise the voting rights to which (i) all Controlling Shareholders Shares; (ii) all additional shares of Clear Sale of which any of the Controlling Shareholders acquires ownership during the Pre-Closing Period; and (iii) all Shares that may be held by an Affiliate of the Controlling Shareholders, after a Permitted Transfer, pursuant to Section 2.1.4; all securities into which any of the shares of Clear Sale described in items “(i)” or “(ii)” above are exchanged or converted, including by subscription, acquisition, exchange, reverse split, distribution of bonuses, distribution of dividends with payment in shares or in natura, capitalization of profits or other reserves or otherwise, *minus* (iv) all shares of Clear Sale that are transferred by the Controlling Shareholders to Third Parties during the Pre-Closing Period with due regard to Section 2.1.4 below (“**Controlling Shareholders’ Securities**”) are entitled under the terms set forth herein and to be bound by the restrictions on the Transfer of the Controlling Shareholders’ Securities and other covenants provided herein.

2.1.2 Votes and Transfer. Each Controlling Shareholder acknowledges that Clear Sale shall, and they shall cause Clear Sale to: (i) compute the votes of the Controlling Shareholders, disregarding votes that are in breach of any of the provisions under this Voting Agreement; and (ii) not register any Transfer of the Controlling Shareholders’ Securities that are in breach of any of the provisions under this Voting Agreement.

- 2.1.3 Rights of Controlling Shareholders' Securities. Any and all rights inherent to the Controlling Shareholders' Securities, or arising from their ownership, may not be exercised unless in accordance with this Voting Agreement, under penalty of nullity, without prejudice to other legal effects and specific penalties provided for in this Voting Agreement and/or in the Merger Agreement.
- 2.1.4 Restriction on Transfer of Controlling Shareholders' Securities. Until the occurrence of the Company EGM, as set forth in Section 2.5.1 of the Merger Agreement, the Controlling Shareholders shall not, directly or indirectly, cause or permit any Transfer of any of the Controlling Shareholders' Securities or any rights related thereto to be effected which would result in the Controlling Shareholders holding, directly or indirectly, less than fifty percent (50%) of Clear Sale's total and voting capital stock plus one (1) share of Clear Sale ("**Controlling Shareholders Limit**"), except for (a) the Transfer by a Controlling Shareholder of any or all of its Controlling Shareholders' Securities to an Affiliate of such Controlling Shareholder (provided before such Transfer such Affiliate adheres in writing to this Voting Agreement, undertaking of the obligation related to the transferring Controlling Shareholder); and (b) the indirect Transfer of equity interest by the quotaholders of Innova FIP ("**Permitted Transfers**"). Without limiting the generality of the foregoing, until the occurrence of the Company EGM, the Controlling Shareholders shall not tender, agree to tender or permit to be tendered any of the Controlling Shareholders' Securities in response to or otherwise in connection with any tender or exchange offer.
- 2.1.5 Restriction on Transfer of Voting Rights. Until the occurrence of the Company EGM, each Controlling Shareholder shall ensure that: (i) none of the Controlling Shareholders' Securities is deposited into a voting trust; and (ii) no proxy is granted, and no voting agreement or similar agreement is entered into, with respect to any of the Controlling Shareholder' Securities, without prejudice to the Controlling Shareholders' ability to Transfer Controlling Shareholders' Securities up to the Controlling Shareholders Limit, in accordance with Section 2.1.4.
- 2.1.6 Voting For Provision. Each Controlling Shareholder hereby agrees that, during the Pre-Closing Period, the Controlling Shareholders shall cause (a) their respective Controlling Shareholder' Securities to be voted in favor of: (i) the Merger of Shares in accordance with this Merger Agreement; (ii) the Transaction; (iii) each of the other actions contemplated by the Merger Agreement; and (iv) any action in furtherance of any of the foregoing; and (b) the Board of Directors of the Company to approve the actions necessary to consummate the Transaction.
- 2.1.7 Voting Restrictions. For the avoidance of doubt, nothing in this Section 2.1 shall be construed as to force the Controlling Shareholders to vote in favor of any matter in which they are prevented from voting by any Order from a competent court or other Governmental Authority.
- 2.1.8 Waiver of Withdrawal Rights. Each Controlling Shareholder hereby irrevocably and unconditionally waives and agrees to cause to be waived and to prevent the exercise of any rights of withdrawal and any similar rights relating to the Merger of Shares or any related transaction that any Controlling Shareholder may have by virtue of, or with respect to, any shares of Clear Sale owned by them.

2.2 Experian.

- 2.2.1 Voting Shares. Experian irrevocably and unconditionally undertakes to exercise the voting rights to which (i) all Experian Serasa Shares; (ii) all additional shares of Serasa of which Experian acquires ownership during the Pre-Closing Period; and (iii) all securities into which any of the shares of Serasa described in items “(i)” or “(ii)” above are exchanged or converted, including by subscription, acquisition, exchange, reverse split, distribution of bonuses, distribution of dividends with payment in shares or in natura, capitalization of profits or other reserves or otherwise, (“**Experian’s Securities**”) are entitled under the terms set forth herein and to be bound by the restrictions on the Transfer of the Experian’s Securities and other covenants provided herein.
- 2.2.2 Votes and Transfer. Experian acknowledges that Serasa shall, and Experian shall cause Serasa to: (i) compute the votes of Experian, disregarding votes that are in breach of any of the provisions under this Voting Agreement; and (ii) not register any Transfer of the Experian’s Securities that are in breach of any of the provisions under this Voting Agreement.
- 2.2.3 Rights of Experian’s Securities. Any and all rights inherent to the Experian’s Securities, or arising from their ownership, may not be exercised unless in accordance with this Voting Agreement, under penalty of nullity, without prejudice to other legal effects and specific penalties provided for in this Voting Agreement and/or in the Merger Agreement.
- 2.2.4 Restriction on Transfer of Experian’s Securities. Until the Merger of Shares is concluded or the Merger Agreement is terminated, Experian shall not, directly or indirectly, cause or permit any Transfer of any of Experian’s Securities, or any rights related thereto, to be effected, which corresponds to the amount currently held.
- 2.2.5 Restriction on Transfer of Voting Rights. Until the occurrence of the Serasa EGM, Experian shall ensure that: (i) none of Experian’s Securities is deposited into a voting trust; and (ii) no proxy is granted, and no voting agreement or similar agreement is entered into, with respect to any of Experian’s Securities.
- 2.2.6 Voting For Provision. Experian hereby agrees that, during the Pre-Closing Period, Experian shall cause the Experian’s Securities to be voted in favor of: (i) the Merger of Shares in accordance with the Merger Agreement; (ii) the Transaction; (iii) each of the other actions contemplated by the Merger Agreement; and (iv) any action in furtherance of any of the foregoing. Furthermore, Experian shall take all actions necessary for the issuance of the Experian BDRs.
- 2.2.7 Authorizations. Experian hereby represents and warrants that, on the date hereof, Experian holds all the corporate authorizations necessary for (i) the performance and fulfilment of the obligations of the Merger Agreement and this Voting Agreement; and (ii) the implementation of the Transaction, including, but not limited to, the issuance of the Experian BDRs. There are no further corporate authorizations required in relation to the Transaction, except for the mere formalization of the number of Experian BDRs to be issued.
- 2.2.8 BDRs. Experian hereby undertakes to (i) cause the requisite number of Experian Ordinary Shares issued in order to establish the BDR Program (as defined below) to be admitted to the Equity Shares (Commercial Companies) listing category of the

Official List and to trading on the London Stock Exchange's main market for listed securities, respectively; (ii) prepare and file for the registration of a Level 1 BDR program before CVM and B3 with underlying Experian Ordinary Shares ("**BDR Program**") within forty-five (45) calendar days from the date hereof; (iii) diligently respond to any requests made by CVM and/or B3 within reasonable time; (iv) cause the BDR Program to become effective as promptly as reasonably practicable after the obtainment of the Company Corporate Approval and Serasa Corporate Approval, as defined in the Merger Agreement (it being understood that, at Experian's or Serasa's request, Clear Sale shall reasonably cooperate with Experian in connection with the registrations of the BDR Program); and (v) transfer to Serasa as many Experian BDRs as necessary to fulfil the Redemption of Shares obligations provided for in this Agreement.

2.3 Other Actions. During the Pre-Closing Period, the Voting Shareholders shall: (i) further perform any and all other necessary or advisable actions, and cooperate with the performance of all necessary actions by Serasa and Clear Sale, to give effect to the Transaction and the terms of the Merger Agreement and to approve and consummate the Transaction, including attending any shareholders meetings or board meetings of Serasa and Clear Sale, as applicable to each Voting Shareholder, deliberating on the approval of the Merger of Shares or on the approval of other resolutions that may otherwise be necessary or advisable for the consummation of the Transaction; and (ii) take all other actions reasonably requested by Serasa and Clear Sale, as applicable to each Voting Shareholder, exclusively in furtherance of the transactions contemplated by the Merger Agreement.

2.4 Interdependence of Acts and Remedies. The corporate resolutions to be taken for the approval of the Transaction and the related obligations to perform set forth in the Merger Agreement are all interdependent and necessary for the implementation of the Transaction, and therefore the non-approval of any of the matters on the agenda of a resolution included in the definition of "Transaction" pursuant to the Merger Protocol implies the non-approval, invalidation or ineffectiveness, as the case may be, of all other resolutions, as provided in the Merger Agreement.

2.4.1 The Voting Shareholders hereby acknowledge that the Company Corporate Approval and the Serasa Corporate Approval (as defined in the Merger Agreement) are Conditions Precedent to the Closing, and, therefore, the failure to fulfill them shall constitute cases of termination of the Merger Agreement, subject to the following dispositions set forth in Sections 2.4.2 and 2.4.3 below.

2.4.2 Controlling Shareholders' Breach Penalty. In the event of termination of the Merger Agreement due to an willful act or omission of any of the Controlling Shareholders in breach of the covenants set forth in this Voting Agreement, the breaching Controlling Shareholder(s) shall be subject, individually, and not severally, to a non-compensatory penalty in an amount corresponding to R\$ 100,000,000.00 to be paid in favor of Serasa ("**Controlling Shareholders' Breach Penalty**").

(i) The Controlling Shareholders' Breach Penalty, if due, shall be paid (a) within 20 (twenty) days from the delivery of the respective notice sent by Serasa to this effect; and (b) according to the proportions held by the breaching Controlling Shareholder(s) in the capital stock of Clear Sale on the date of the delivery of the respective notice mentioned in item "a" above.

- (ii) Under no circumstances shall (a) the Controlling Shareholders' Breach Penalty and the Breach Penalty (as defined in the Merger Agreement) be paid cumulatively, even if Serasa may exercise the right of termination of the Merger Agreement on the basis of more than one of the events provided for in Section 10.2 of the Merger Agreement; (b) the Controlling Shareholders' Breach Penalty be paid in case the Breach Penalty (as defined in the Merger Agreement) has been previously paid (and vice-versa), even if such penalties are due on the same grounds or ground of more than one of the hypotheses causing the penalty's payment as provided for in this Section.

2.4.3 Experian's Breach Penalty. In the event of termination of the Merger Agreement due to an willful act or omission of any of Experian in breach of the covenants set forth in this Voting Agreement, including but not limited to the provisions set forth in Section 2.2.8 above, Serasa shall be subject to a non-compensatory penalty in an amount corresponding to R\$ 100,000,000.00 to be paid in favor of Clear Sale ("**Experian's Breach Penalty**").

- (i) The Experian's Breach Penalty, if due, shall be paid within 20 (twenty) days from the delivery of the respective notice sent by Clear Sale to this effect.
- (ii) Under no circumstances shall (a) the Experian's Breach Penalty and the Breach Penalty (as defined in the Merger Agreement) be paid cumulatively , even if Clear Sale may exercise the right of termination of the Merger Agreement on the basis of more than one of the events provided for in Section 10.2 of the Merger Agreement; (b) the Experian's Breach Penalty be paid by Serasa in case the Breach Penalty (as defined in the Merger Agreement) has been previously paid by Serasa (and vice-versa), even if such penalties are due on the same grounds or ground of more than one of the hypotheses causing the penalty's payment as provided for in this Section. For the avoidance of doubt, Serasa shall be exclusively responsible for the payment of the Experian's Breach Penalty and the Breach Penalty (as defined in the Merger Agreement) that may be due from either Serasa or Experian, and under no circumstances Experian shall be responsible for any payment of the Experian's Breach Penalty and the Breach Penalty (as defined in the Merger Agreement).

3 Additional Obligations

3.1 Further Assurances. During the Pre-Closing Period, each of the Voting Shareholders shall (i) practice, and cause to be practiced, any actions that are required to be practiced prior to Closing Date, as provided in the Merger Agreement and in this Voting Agreement, and such other actions that reasonably required for the satisfaction of the Conditions Precedent; and (ii) refrain from taking any actions that would reasonably be expected to prejudice, impair, delay or impede the Closing. Following the Closing Date, each of the Voting Shareholders shall execute and deliver, or shall cause to be executed and delivered, such documents and other papers and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of the Merger Agreement and give effect to the Transaction.

3.2 Further Assurances from the Controlling Shareholders. Except for Pedro, all the Controlling Shareholders expressly commit, unconditionally, irrevocably, individually, and

not severally, with regards to all of their own respective Controlling Shareholders' Securities, to make the election for Option 1 for the purposes of the Merger of Shares.

- 3.3 Cooperation at the Closing.** The Voting Shareholders undertake to perform all other acts and sign all other documents at the Closing that are necessary or advisable for the valid and adequate formalization and implementation of the Transaction at Closing.
- 3.4 Updates of Records.** The Voting Shareholders undertake to sign and deliver all such instruments and documents as may be necessary to give full effect to the consummation of the Transaction and the covenants stipulated in the Merger Agreement, and it is provided that the Voting Shareholders shall cooperate with each other to implement all measures necessary or appropriate with respect to annotations, filings, recordings, and updates vis-à-vis Governmental Authorities that are required to complete the Closing.
- 3.5 Exclusivity.** In view of the binding effects of this Voting Agreement, following the date hereof and until the Closing or the termination of the Merger Agreement, the Controlling Shareholders hereby covenant not to provide information with respect to, engage in negotiations or discussions, or enter into memorandum of understanding, letter of intent, or any type of agreement, whether binding or not, concerning the possibility of the direct or indirect sale merger or other combination of Clear Sale, its assets or the Business with any other Person other than Serasa. The Controlling Shareholders shall cause each of their respective Affiliates, Related Parties and Representatives to immediately terminate any discussions or negotiations with any person that may be ongoing with respect to any transaction of similar nature and/or purpose as the Transaction, conflicting and/or competing with or against the Transaction ("**Competing Transaction**") and the Controlling Shareholders shall not, and shall cause their Representatives not to, directly or indirectly, solicit, facilitate, seek, contact or engage in negotiations with (whether through an auction process to sell Clear Sale or otherwise), provide confidential information to, or enter into any agreement with any potential acquirer other than Serasa for a Competing Transaction. Notwithstanding the above, following the date hereof and until the Closing or the termination of the Merger Agreement, each Controlling Shareholder hereby agrees that the Controlling Shareholders shall cause the Controlling Shareholder' Securities to be voted to reject any Competing Transaction.
- 3.6 Controlling Shareholders - Non-Solicitation.** Subject to the occurrence of the Closing, and during a period of three (3) years beginning as of the Closing Date, the Controlling Shareholders, except for Pedro, shall not, and shall procure that each of its Affiliates do not, directly or indirectly (through one or more intermediary Persons or through contractual or other legal or beneficial arrangements), in Brazil, solicit, divert, hire, engage or otherwise take away any of the individuals indicated in the disclosure letter delivered to and accepted by the Parties simultaneously with the execution of this Voting Agreement ("**Voting Letter**"); *provided*, however, that this Section 3.6 shall not prohibit (i) any bona fide advertisement or general solicitation that is not specifically directed at the employees or consultants of Clear Sale; (ii) soliciting, recruiting, hiring, employing or otherwise engaging any such person whose employment with Clear Sale has been involuntarily terminated by Clear Sale more than twelve (12) months prior to such solicitation, recruiting, hiring, employing or engagement; and (iii) soliciting, recruiting, hiring, employing or otherwise engaging any such person who has voluntarily terminated his or her employment or consultancy with Clear Sale, as the case may be, without any direct or indirect involvement of the Controlling Shareholders and more than twelve (12) months prior to such solicitation, recruiting, hiring, employing or engagement.

3.6.1 Reasonability. The Controlling Shareholders agree that the provisions of Section 3.6 are necessary and reasonable to protect Serasa and Clear Sale in the conduct of Clear Sale's activities after the Closing. If any restriction contained in Section 3.6 shall be deemed to be invalid, illegal, or unenforceable by reason of the extent, duration, or geographical scope thereof, or otherwise, then the court or arbitration making such determination shall have the right to reduce such extent, duration, geographical scope, or other provisions hereof, and in its reduced form such restriction shall then be enforceable in the manner contemplated hereby.

3.6.2 Specific Performance. Serasa and Clear Sale shall be entitled to seek specific performance with respect to the non-solicitation obligations pursuant to Section 3.6.

3.6.3 Penalty. In the event of a breach to the non-solicitation obligations set forth in Section 3.6, the breaching party, individually, not jointly and severally and independent of each other, shall pay to Clear Sale a compensatory penalty in the amount of 2 times the yearly compensation of the employee, service provider, officer, board member, staff member or consultant, in any case without limiting the Serasa's right to, strictly as provided for in this Voting Agreement, seek indemnification and other remedies resulting from such breach.

3.7 Efforts. Each Voting Shareholder shall use its commercially reasonable efforts to take, or cause to be taken, all actions reasonably necessary to consummate the Transaction on a timely basis.

4 Term and Termination

4.1 Term. This Voting Agreement shall enter into force on the date of its execution and shall remain in force until the earlier of (a) the period necessary to fulfill all obligations hereunder; or (b) the termination of the Merger Agreement.

4.2 Effect of Termination. If this Voting Agreement is terminated, it shall be of no further force or effect without any liability or obligation on the part of the Voting Shareholders or any of their respective shareholders or representatives; *provided, however*, that (a) Section 1 (Definitions and Interpretation), Section 2.4 (Interdependence of Acts and Remedies), this Section 4.2 (Effect of Termination), Section 5 (Governing Law and Arbitration) and Section 6 (Miscellaneous) shall survive termination and remain in full force and effect.

5 Governing Law and Arbitration

5.1 Applicable Law. This Voting Agreement shall be governed by and construed in accordance with the Laws of the Federative Republic of Brazil.

5.2 Arbitration. Any and all doubts, issues, disputes, controversies and claims arising out of, relating to or in connection with this Voting Agreement, including any question concerning its existence, validity, interpretation, enforceability, performance and termination, shall be finally settled by arbitration, subject to the provisions set forth in this Section 5.2.

5.2.1 The arbitration shall be settled under the Rules of Arbitration ("**Rules of Arbitration**") of CAM-B3 – Câmara de Arbitragem do Mercado ("**Arbitration Chamber**"), in accordance with Law 9,307/96. The provisions regarding "Emergency Arbitrator", established in the Rules of Arbitration, shall not apply.

5.2.2 The arbitral tribunal shall be composed by three (3) arbitrators. The first arbitrator shall be appointed by the claimant(s). The second arbitrator shall be appointed by

the respondent(s). The third arbitrator (who shall act as chairman) shall be appointed by the two (2) party-appointed arbitrators, within fifteen (15) calendar days from the date of confirmation of the second party-appointed arbitrator (“**Arbitral Tribunal**”). If any party fails to appoint an arbitrator within the required period, or if the two arbitrators cannot reach an agreement with respect to the third arbitrator within the applicable term, the appointment shall be made by the Arbitration Chamber pursuant to the Rules of Arbitration. The decisions shall be taken by majority of votes.

- 5.2.3** The Parties agree that the Arbitration Chamber, prior to the constitution of the arbitral tribunal, may, upon the request of the parties of simultaneous arbitrations, consolidate arbitrations involving this Voting Agreement or other related contracts, save that (i) the arbitration clauses are compatible; (ii) the object or cause of action of the proceedings is the same; and (iii) there is no loss to one of the parties to the consolidated arbitrations. The first arbitral tribunal constituted shall be empowered to separate the consolidation from simultaneous arbitrations and its decision shall be final and binding to all parties to the consolidated arbitrations.
- 5.2.4** The seat of arbitration shall be the city of São Paulo, State of São Paulo, Brazil, where the arbitral award shall be rendered. However, if the parties or the Arbitral Tribunal deem necessary the practice of acts (such as taking of evidence or conduction of hearings) in a different place than the seat of arbitration, the Arbitral Tribunal shall determine, with justification, the practice of acts in other locations.
- 5.2.5** The language of the arbitration and all filings shall be in English, but supporting documents may be submitted in English or Portuguese, without the need for translation.
- 5.2.6** The arbitration award shall be rendered in accordance the laws of Federative Republic of Brazil and not *ex aequo et bono*. The final award shall be rendered in writing and shall be definitive and binding between the parties, their successors and assignees.
- 5.2.7** Without prejudice to the validity of this arbitration clause, the Parties hereby exclusively elect the courts in the Judicial District of São Paulo, State of São Paulo (“**São Paulo Court**”) to settle any preparatory, precautionary or emergency measures prior to the constitution of the arbitral tribunal. Also, the Parties exclusively elect the São Paulo Court to if and when necessary: (i) ensure the institution and/ or the useful result of the arbitration; (ii) obtain urgent measures to protect or safeguard rights prior to the institution of the arbitral tribunal, without this being considered a waiver of arbitration; (iii) request measures to enforce the arbitration award or to comply with other obligations; (iv) request measures to the production of evidence or other similar measure regarding an urgent requirement, pursuant to Articles 190 and 381, I of the Civil Procedure Code; and (v) request any other measure provided in Law No. 9.307/96. Any provisional or urgent measure granted by the São Paulo Court must be immediately notified to the Arbitration Chamber and the Arbitral Tribunal by the party which requested such measure. After its constitution, the Arbitral Tribunal may review the matter analysed by the São Paulo Court and issue a new decision maintaining or revoking the provisional measure granted. It is

excluded from the jurisdiction of the Arbitral Tribunal the review of (i) procedural issues decided and (ii) fees granted by the São Paulo Court.

5.2.8 The arbitral proceeding (including its existence, the statements of the parties, the statements of third parties, the evidence and documents presented, the arbitral award or any other decision rendered by the Arbitral Tribunal) shall be confidential, unless required by law, in which case may only be disclosed the Arbitral Tribunal, the parties and its lawyers.

5.2.9 The arbitration costs (including the administrative costs of the Arbitration Chamber, the arbitrator's fees and the experts' fees, if applicable) shall be borne by each party of the arbitration pursuant to the Rules of Arbitration. The arbitral award shall establish the reimbursement of the arbitration costs to the winning party in addition to lawyers and experts' contractual fees in reasonable amount, proportionally to its victory, as well as order the losing party to pay the succumbence fees (*honorários de sucumbência*) to the winning party, pursuant to Article 85, paragraph 2, of the Civil Procedure Code.

5.3 Specific Performance. The Parties hereby acknowledge that (i) this Voting Agreement shall be an extrajudicial execution instrument for all purposes and effects of Article 784, III of the Code of Civil Procedure; and (ii) proof of receipt of notice, along with the underlying documents, shall be enough to substantiate the request for specific performance of the obligation. The obligations to act or refrain from acting set forth in this Voting Agreement shall be enforceable within three (3) Business Days from receipt of the notice that puts the respective signatory in default, being the relevant party authorized to take the necessary actions (a) to enforce or pursue specific performance of the obligation, pursuant to the terms of Articles 497, 498, 501, and 815 of the Code of Civil Procedure; or (b) to secure an equivalent practical result by means of the remedies referred to in Paragraph 1 of Article 536 of the Code of Civil Procedure. The Parties hereby represent that any specific performance of the Voting Agreement shall be the sole remedy applicable, and no indemnification from one Party to the other shall be due under this Voting Agreement.

6 Miscellaneous

6.1 Penalty. In case of default by the relevant Party of its obligations with respect to any payments due as provided for in this Voting Agreement, the amount owed and unpaid shall be subject to indexation in accordance with the variation of the CDI, calculated *pro rata die*, from the date on which the amount became due and payable to the date on which the amount is actually paid plus a non-compensatory late-payment fine of 5% of the amount owed.

6.2 Losses. Except by any remedies for the specific performance of the obligations by Experian, under no circumstances Experian shall be responsible for any payment of losses, damages or similar amounts arising from or related to this Voting Agreement, which shall be undertaken exclusively by Serasa, even if the obligations were assumed by Experian.

6.3 General Provisions. The provisions set forth in Section 13 of the Merger Agreement are hereby incorporated by reference to this Voting Agreement, *mutatis mutandis*.

6.4 Notices. All notices, requests, claims, and other communications under this Voting Agreement shall be made in writing, in English, hand-delivered or sent by e-mail or registered mail (always with confirmation of receipt or confirmation of delivery in the case of e-mail) to the addresses below, to the attention of the Persons below, or as otherwise specified by the relevant signatory to the other signatories by written notice:

(i) If to Controlling Shareholders, to the addresses and Persons indicated in the Voting Letter.

(ii) If to Experian:

Experian PLC

Address: 2 Cumberland Place, Fenian Street, Dublin 2, D02 HY05, Ireland

Attn.: Mr Charles Brown

Email: charlie.brown@experian.com

With a copy (which shall not constitute notice) to:

Linklaters LLP

Address: One Silk Street, London EC2Y 8HQ, England

Attn.: Iain Fenn and Rupert Cheyne

Email: iain.fenn@linklaters.com and rupert.cheyne@linklaters.com

(iii) If to Clear Sale, prior to the Closing Date:

Clear Sale S.A.

Address: Avenida Marcos Penteado de Ulhoa Rodrigues, No. 939, Jacarandá, 3rd floor, Alphaville Industria, 06460-040, Barueri, SP, Brazil.

Attn.: Maria Isabel Tavares and Renan Shigueo Ikemoto

Email: maria.tavares@clear.sale and renan.ikemoto@clear.sale

With a copy (which shall not constitute notice) to:

Stocche, Forbes, Filizzola, Clápis, Passaro e Meyer Advogados Associados

Address: Brigadeiro Faria Lima Street, 4.100, 10º floor, Itaim Bibi, São Paulo/SP – ZIP Code 04.538 132

Attn.: Fabiano Milani and Luciana Stracieri

E-mail: fmilani@stoccheforbes.com.br and lstracieri@stoccheforbes.com.br

(iv) If to Serasa or, after Closing Date, to Clear Sale:

Serasa S.A.

Address: Avenida das Nações Unidas, 14.401, torre C-1, Complexo Parque da Cidade, suites 191, 192, 201, 292, 211, 212, 221, 222, 231, 232, 241 and 242, Chácara Santo Antônio, 04794-000, São Paulo, SP, Brazil.

Attn.: Eric Dhaese, Fabrini Fontes and Fernando Rodrigues

Email: eric.dhaese@br.experian.com, fabrini.fontes@br.experian.com and fernando.rodrigues@br.experian.com

With a copy (which shall not constitute notice) to:

Lefosse Advogados

Address: Rua Tabapuã, 1227, 14th floor, São Paulo, SP – ZIP Code 04533-014

Attn.: Sérgio Machado, Leonardo Batista and João Pedro Pizarro

E-mail: sergio.machado@lefosse.com, leonardo.batista@lefosse.com and joao.pizarro@lefosse.com

6.4.1 All notices sent in accordance with this Section shall be deemed delivered on the date it is received by the addressee at the correct address (return receipt requested), except in the event of notices received out of normal working hours, which shall be deemed received on the next Business Day. Any changes to the addresses above

shall be informed to the other signatories by the signatory whose address was changed.

6.5 Filing and Registration. This Voting Agreement may be filed, at any time, at the request of any of the Voting Shareholders, at the registered offices of Clear Sale and Serasa for the purposes of the provisions of Article 118 of the Brazilian Corporate Law.

6.6 Electronic Signature. The Parties acknowledge and agree that this Voting Agreement may be signed electronically by the Parties and witnesses, strictly producing the same legal effects as the physically signed copy, under the terms of Law No. 13,874/2019 and Decree No. 10,278/2020, and agree not to contest its validity, content, authenticity and integrity. The Parties also agree that this document may be signed by handwriting, electronically, or both, indistinctly, even if by means of any electronic signature platform (such as DocuSign) and without a digital signature certificate accredited by Brazilian Public Key Infrastructure (ICP-Brasil), under the terms of Article 10, §2nd, of Provisional Measure No. 2,200-2, dated August 24th, 2001. This Voting Agreement is (i) effective and in force for the Parties as of the date herein, regardless of one or more Parties signing on a later date; and (ii) is deemed to be executed in the City of São Paulo, State of São Paulo, regardless of one of the Parties signing this Voting Agreement elsewhere.

IN WITNESS WHEREOF, the Parties execute this instrument on the date and in the place first above written, in the presence of the undersigned witnesses.

[Signature page follows]

(Signature page of the Voting Agreement and Other Covenants, executed by and among, Pedro Paulo Chiamulera, Verônica Allende Serra, Innova Capital S.A., Bernardo Carvalho Lustosa, Renato Kocubej Soriano, Innova Global Tech Fundo de Investimento em Participações Multiestratégia, Mauro Back, Rafael De Souza Lourenço, Experian PLC, Clear Sale S.A. and Serasa S.A. on October 3rd, 2024)

Pedro Paulo Chiamulera

Verônica Allende Serra

Renato Kocubej Soriano

Bernardo Carvalho Lustosa

Innova Capital S.A.
By: Marina Sá and Pedro Wagner Pereira
Coelho

Innova Global Tech Fundo de Investimento
em Participações Multiestratégia
By: Verônica Allende Serra and Marcel Vítor
Santos

Mauro Back

Rafael De Souza Lourenço

EXPERIAN PLC

By: Darryl Gibson (Attorney-in-fact)

CLEAR SALE S.A.

By: Eduardo Ferraz de Campos Monaco and Alexandre Mafra Guimarães (Officers)

SERASA S.A.

By: Valdemir Bertolo and Tatiana Machado de Campos (Officers)

Witnesses:

Name: Renan Shigueo Ikemoto
CPF/MF: 363.859.898.52

Name: Mariana Turano Braga
CPF/MF: 095.779.737-01