
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

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

Vinci Partners Investments Ltd.

(Exact name of registrant as specified in its charter)

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

Not Applicable
(I.R.S. Employer
Identification No.)

**Av. Bartolomeu Mitre, 336
Leblon – Rio de Janeiro
Brazil 22431-002
+55 (21) 2159-6240**

(Address of principal executive offices, including zip code)

Vinci Partners Investments Ltd. 2022 Restricted Share Unit Award Plan

(Full title of the plan)

**Vinci Partners USA, LLC
780 Third Avenue, 25th Floor
New York, NY 10017
(646) 559-8000**

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

Emerging growth company

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information

Omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”), and the Note to Part I of Form S-8.

Item 2. Registrant Information and Employee Plan Annual Information

Omitted from this Registration Statement in accordance with Rule 428 under the Securities Act, and the Note to Part I of Form S-8.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Securities and Exchange Commission (the “Commission”) are incorporated herein by reference:

- (a) The Registrant’s Annual Report on Form 20-F for the year ended December 31, 2020 (File No. 001-39938), as originally filed with the Commission on April 27, 2021 and subsequently amended by Form 20-F/A on May 24, 2021;
- (b) The Current Reports on Form 6-K filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) since December 31, 2020; and
- (c) The description of the Registrant’s share capital, contained in the Registrant’s Registration Statement on Form 8-A (Registration No. 001-39938), as filed with the Commission on January 25, 2021, including any amendments or supplements thereto.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold, or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in the Registration Statement and to be part thereof from the date of filing of such documents. The Registrant is not incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed “filed” with the Commission.

Any statement contained in this Registration Statement, in an amendment hereto or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Article 38.1 of the Registrant's Amended and Restated Articles of Association provides:

"Every Indemnified Person for the time being and from time to time of the Company and the personal representatives of the same shall be indemnified and secured harmless out of the assets and funds of the Company against all actions, proceedings, costs, charges, expenses, losses, damages, liabilities, judgments, fines, settlements and other amounts (including reasonable attorneys' fees and expenses and amounts paid in settlement and costs of investigation (collectively "Losses") incurred or sustained by him otherwise than by reason of his own dishonesty, willful default or fraud in or about the conduct of the Company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any Losses incurred by him in defending or investigating (whether successfully or otherwise) any civil, criminal, investigative and administrative proceedings concerning or in any way related to the Company or its affairs in any court whether in the Islands or elsewhere. Such Losses incurred in defending or investigating any such proceeding shall be paid by the Company as they are incurred upon receipt, in each case, of an undertaking by or on behalf of the Indemnified Person to repay such amounts if it is ultimately determined by a non-appealable order of a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification hereunder with respect thereto."

For purposes of the Registrant's Amended and Restated Articles of Association, "Indemnified Person" refers to every Director, alternate Director, Secretary or other officer for the time being or from time to time of the Company.

Article 38.2 of the Registrant's Amended and Restated Articles of Association provides:

"No such Indemnified Person of the Company and the personal representatives of the same shall be liable (i) for the acts, receipts, neglects, defaults or omissions of any other Director or officer or agent of the Company or (ii) by reason of his having joined in any receipt for money not received by him personally or in any other act to which he was not a direct party for conformity or (iii) for any loss on account of defect of title to any property of the Company or (iv) on account of the insufficiency of any security in or upon which any money of the Company shall be invested or (v) for any loss incurred through any bank, broker or other agent or any other party with whom any of the Company's property may be deposited or (vi) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities or discretions of his office or in relation thereto or (vii) for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or oversight on such Person's part, unless he has acted dishonestly, with wilful default or through fraud."

Article 38.3 of the Registrant's Amended and Restated Articles of Association provides:

"The Company hereby acknowledges that certain Indemnified Persons may have certain rights to indemnification, advancement of expenses and/or insurance from or against (other than directors' and officers' or similar insurance obtained or maintained by or on behalf of the Company or any of its subsidiaries, including any such insurance obtained or maintained pursuant to Article 38.4 hereof) Other Indemnitors. The Company hereby agrees that: (i) it is the indemnitor of first resort (i.e., its obligations to an Indemnified Person are primary and any obligation of any Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Indemnified Person are secondary); (ii) it shall be required to advance the full amount of expenses incurred by an Indemnified Person and shall be liable for the full amount of all Losses to the extent legally permitted and as required by the terms of these Articles (or any other agreement between the Company and an Indemnified Person) without regard to any rights an Indemnified Person may have against any Other Indemnitors; and (iii) it irrevocably waives, relinquishes and releases any Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any

kind in respect thereof. The Company further agrees that no advancement or payment by any Other Indemnitors on behalf of an Indemnified Person with respect to any claim for which such Indemnified Person has sought indemnification from the Company shall affect the foregoing, and without prejudice to Article 39 below, Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Indemnified Person against the Company. For the avoidance of doubt, no Person or entity providing Directors' or officers' or similar insurance obtained or maintained by or on behalf of the Company or any of its subsidiaries, including any Person providing such insurance obtained or maintained pursuant to Article 38.4 hereof, shall be an Other Indemnitor."

For purposes of the Registrant's Amended and Restated Articles of Association, "Other Indemnitors" refers to persons or entities other than the Company that may provide indemnification, advancement of expenses and/or insurance to the Indemnified Persons in connection with such Indemnified Persons' involvement in the management of the Company.

Article 38.4 of the Registrant's Amended and Restated Articles of Association provides:

"The Directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a Person who is or was (whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Article 38 or under applicable law): (a) a Director, alternate Director, Secretary or auditor of the Company or of a company which is or was a subsidiary of the Company or in which the Company has or had an interest (whether direct or indirect); or (b) the trustee of a retirement benefits scheme or other trust in which a person referred to in Article 38.1 is or has been interested, indemnifying him against any liability which may lawfully be insured against by the Company."

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number

4.1	Amended and Restated Memorandum and Articles of Association of Vinci Partners Investments Ltd. (incorporated by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form F-1, Amendment No. 1, filed with the Commission of January 19, 2021 (Registration No. 333-251871)).
5.1*	Opinion of Harney Westwood & Riegels, Cayman Islands Counsel of Vinci Partners Investments Ltd., as to the validity of the securities being registered.
23.1*	Consent of PricewaterhouseCoopers Auditores Independentes Ltda.
23.2*	Consent of Harney Westwood & Riegels, Cayman Islands Counsel of Vinci Partners Investments Ltd. (included in Exhibit 5.1).
24*	Power of Attorney (included on signature page).
99*	Vinci Partners Investments Ltd. 2022 Restricted Share Unit Award Plan
107*	Filing Fee Table

*Filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

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

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

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

(iii) To include any material information with respect to the Plans not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

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

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

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

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions referenced in Item 6 of this Registration Statement, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rio de Janeiro, Brazil, on this April 4, 2022.

Vinci Partners Investments Ltd.

By: /s/ Sergio Passos Ribeiro

Name: Sergio Passos Ribeiro

Title: Chief Operating Officer & Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below, constitutes and appoints Alessandro Monteiro Morgado Horta and Sergio Passos Ribeiro, and each of them, our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to do any and all acts and things and execute, in the name of the undersigned, any and all instruments which said attorneys-in-fact and agents may deem necessary or advisable in order to enable Vinci Partners Investments Ltd. to comply with the Securities Act of 1933, as amended, and any requirements of the Securities and Exchange Commission in respect thereof, in connection with the filing with the Securities and Exchange Commission of one or more registration statements on Form S-8 under the Securities Act of 1933, as amended, including, specifically, but without limitation, power and authority to sign the name of the undersigned to any such registration statement, and any amendments to any such registration statement (including post-effective amendments), and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, to sign any and all applications, registration statements, notices or other documents necessary or advisable to comply with applicable state securities laws, and to file the same, together with other documents in connection therewith with the appropriate state securities authorities, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and to perform each and every act and thing requisite or necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Alessandro Monteiro Morgado Horta</u> Alessandro Monteiro Morgado Horta	Chief Executive Officer and Director (principal executive officer)	April 4, 2022
<u>/s/ Sergio Passos Ribeiro</u> Sergio Passos Ribeiro	Chief Financial Officer and Chief Operating Officer (principal financial and accounting officer)	April 4, 2022
<u>/s/ Gilberto Sayao Da Silva</u> Gilberto Sayao Da Silva	Chairman	April 4, 2022
<u>/s/ Paulo Fernando Carvalho De Oliveira</u> Paulo Fernando Carvalho De Oliveira	Director	April 4, 2022
<u>/s/ Ana Marta Horta Veloso</u> Ana Marta Horta Veloso	Director	April 4, 2022
<u>/s/ Rogério Ladeira Furquim Werneck</u> Rogério Ladeira Furquim Werneck	Director	April 4, 2022
<u>/s/ Lywal Salles Filho</u> Lywal Salles Filho	Director	April 4, 2022
<u>/s/ Guilherme Stocco Filho</u> Guilherme Stocco Filho	Director	April 4, 2022
<u>/s/ Sonia Consiglio Favaretto</u> Sonia Consiglio Favaretto	Director	April 4, 2022
<u>/s/ Julya Wellisch</u> Julya Wellisch Attorney-in-Fact	Vinci Partners USA, LLC U.S. Duly Authorized Representative	April 4, 2022



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Tel: +1 345 949 8599
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April 4, 2022

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+1 345 815 2979
054655.0001/CFH

Vinci Partners Investments Ltd

Dear Sirs

Vinci Partners Investments Ltd. (the Company)

We are lawyers qualified to practise in the Cayman Islands and have been asked to provide this legal opinion to you with regard to the laws of the Cayman Islands in relation to the Company's preparation of a registration statement on Form S-8 under the United States Securities Act of 1933, as amended upon the exercise of share options granted under the Plan (as defined in Schedule 1).

For the purposes of giving this opinion, we have examined the Documents (as defined in Schedule 1). We have not examined any other documents, official or corporate records or external or internal registers and have not undertaken or been instructed to undertake any further enquiry or due diligence in relation to the transaction which is the subject of this opinion.

In giving this opinion, we have relied upon the assumptions set out in Schedule 2 which we have not verified.

Based solely upon the foregoing examinations and assumptions and having regard to legal considerations which we deem relevant, and subject to the qualifications set out in Schedule 3, we are of the opinion that under the laws of the Cayman Islands:

- 1 **Existence and Good Standing.** The Company is an exempted company duly incorporated with limited liability, and is validly existing and in good standing under the laws of the Cayman Islands. It is a separate legal entity and is subject to suit in its own name.
- 2 **Due Issuance.** The shares to be issued by the Company pursuant to the Plan (as defined in Schedule 1) have been duly authorised and when issued sold and paid for in the manner described in the Plan and in accordance with the resolutions adopted by the board of directors of the Company (or any director or committee to whom the board of directors have delegated their powers with respect to administration of the Plan) and when appropriate entries have been made in the Register of Members of the Company, will be duly and validly issued, fully paid and non-assessable.

A list of partners is available for inspection at our offices
Bermuda legal services provided through an association with Zuill & Co.
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This opinion is confined to the matters expressly opined on herein and given on the basis of the laws of the Cayman Islands as they are in force and applied by the Cayman Islands courts at the date of this opinion. We have made no investigation of, and express no opinion on, the laws of any other jurisdiction. We express no opinion as to matters of fact. Except as specifically stated herein, we make no comment with respect to any representations and warranties which may be made by or with respect to the Company in the Transaction Documents. We express no opinion with respect to the commercial terms of the transactions the subject of this opinion.

Yours faithfully

/s/ Harney Westwood & Riegels

Harney Westwood & Riegels

SCHEDULE 1

List of Documents Examined

- 1 the Certificate of Incorporation dated 21 September 2020 issued by the Registrar of Companies;
- 2 the Amended and Restated Memorandum and Articles of Association of the Company adopted by special resolution dated 15 January 2021 (the **Memorandum and Articles of Association**);
- 3 a Certificate of Good Standing in respect of the Company dated 1 April 2022, issued by the Registrar of Companies;
- 4 the Register of Directors and Officers, Register of Members and Register of Mortgages and Charges of the Company provided to us on 1 April 2022;

(1 - 4 above are the **Corporate Documents**), and

- 5 a draft of the Restricted Share Unit Award in the form filed as Exhibit 5.1 to the Registration Statement (the **Plan**); and
- 6 the updated Registration Statement to be filed with the Securities and Exchange Commission on 4 April 2022.

(5 - 6 above are the **Transaction Documents**).

The Corporate Documents and the Transaction Documents are collectively referred to in this opinion as the **Documents**.

SCHEDULE 2

Assumptions

- 1 **Authenticity of Documents.** All original Documents are authentic, all signatures, initials and seals are genuine, all copies of Documents are true and correct copies and conform in every material respect to the latest drafts of the same produced to us and, where the Transaction Documents have been provided to us in successive drafts marked-up to indicate changes to such documents, all such changes have been so indicated.
- 2 **Unseen Documents.** Save for the Documents provided to us there are no resolutions, agreements, documents or arrangements which materially affect, amend or vary the transactions envisaged in the Documents.
- 3 **Proceeds of Crime.** No monies paid to or for the account of any party under the Transaction Documents represent or will represent criminal property or terrorist property (as defined in the Proceeds of Crime Act (Revised) and the Terrorism Act (Revised), respectively).

SCHEDULE 3

Qualifications

- 1 **Foreign Statutes.** We express no opinion in relation to provisions making reference to foreign statutes in the Transaction Documents.
- 2 **Good Standing.** The Company shall be deemed to be in good standing at any time if all fees (including annual filing fees) and penalties under the Companies Act (Revised) have been paid and the Registrar of Companies has no knowledge that the Company is in default under the Companies Act (Revised).
- 3 **Statutory Powers.** Any provision in the Underwriting Agreement which purports to fetter a statutory power of the Company may not be enforceable under the common law rule in *Russell v Northern Bank Development Corp Ltd* [1992] 1 WLR 588 (HL).
- 4 **Conflict of Laws.** An expression of an opinion on a matter of Cayman Islands law in relation to a particular issue in this opinion should not necessarily be construed to imply that the Cayman Islands courts would treat Cayman Islands law as the proper law to determine that issue under its conflict of laws rules.
- 5 **Sanctions.** The obligations of the Company may be subject to restrictions pursuant to United Nations and European Union sanctions as implemented under the laws of the Cayman Islands.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form S-8 of Vinci Partners Investments Ltd. of our report dated March 5, 2021 relating to the financial statements of Vinci Partners Investments Ltd., which appears in the Form 20-F for the year ended December 31, 2020 of Vinci Partners Investments Ltd.

/s/ PricewaterhouseCoopers Auditores Independentes Ltda.

Rio de Janeiro, Brazil

April 4, 2022

VINCI PARTNERS INVESTMENTS, LTD.

VINCI PARTNERS INVESTMENTS, LTD.

2022 RESTRICTED SHARE UNIT AWARD PLANPLANO DE INCENTIVO DE AÇÕES RESTRITAS DE 2022**1. Purpose**

The purpose of this 2022 Restricted Share Unit Award Plan (“Plan”) is to provide the opportunity for officers, employees and service providers of VINCI PARTNERS INVESTMENTS, Ltd, a corporation incorporated under the laws of the Cayman Islands (“Company”) and its Subsidiaries, as elected by the Executive Compensation Committee, to receive restricted Shares (each share “RSU” and, collectively, “RSUs”, and “Beneficiary”, respectively). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Appendix of this Plan.

2. Administration

This Plan shall be administered by the Executive Compensation Committee (“Compensation Committee”) or by officer(s) of the Company to whom the Compensation Committee has delegated its authority and powers to act as Administrator, as provided below (“Administrator”).

The Compensation Committee shall have the power and authority to, in its sole discretion: (i) manage and implement the Plan; (ii) select the Beneficiaries and define the amount of RSUs to be granted to each Beneficiary; (iii) define the specific terms and conditions applicable to the grant of RSUs to each Beneficiary; (iv) create and implement distinct classes of RSUs; (v) determine all matters and rules related to the termination of the Beneficiary's employment with the Group Members, and promote adjustments, anticipations or postponements of the vesting or lock-up periods, according to the specific circumstances of each case, and waive and exempt the fulfillment of certain obligations related to this Plan; (vi) take any action it deems advisable to obtain approval or comply with Applicable Laws or regulations of any stock exchange or automated quotation system; (vii) interpret and resolve any inconsistency, correct any error and/or provide rules for situations omitted under this Plan and/or

1. Propósito

O propósito deste Plano de Incentivo de Ações Restritas de 2022 (“Plano”) é oferecer para administradores, empregados e prestadores de serviços da VINCI PARTNERS INVESTMENTS, Ltd, uma sociedade constituída sob as leis das Ilhas Cayman (“Companhia”) e suas Subsidiárias, conforme selecionados pelo Comitê Executivo de Remuneração, a oportunidade de receber Ações restritas (cada ação “RSU” e, coletivamente, “RSUs”, e “Beneficiário”, respectivamente). Os termos em maiúsculo utilizados, mas não definidos, terão os significados atribuídos a tais termos no Anexo deste Plano.

2. Administração

Este Plano deve ser administrado pelo Comitê Executivo de Remuneração (“Comitê de Remuneração”) ou por diretor(es) da Companhia a quem o Comitê de Remuneração tenha delegado sua competência e seus poderes para atuar como Administrador, conforme previsto abaixo (“Administrador”).

O Comitê de Remuneração terá o poder e competência para, a seu exclusivo critério: (i) administrar e implementar o Plano; (ii) selecionar os Beneficiários e definir a quantidade de RSUs a ser outorgada a cada Beneficiário; (iii) definir os termos e condições específicos aplicáveis à outorga de RSUs a cada Beneficiário; (iv) criar e implementar classes distintas de RSUs; (v) determinar todas as assuntos e as regras relacionadas ao desligamento do Beneficiário de suas funções de trabalho junto às Sociedades do Grupo, podendo promover ajustes, antecipações ou postergações dos prazos de *vesting* ou de *lock up*, conforme as circunstâncias específicas de cada caso, podendo renunciar e isentar o cumprimento de determinadas obrigações relacionadas a este Plano; (vi) tomar qualquer ação que julgar aconselhável para obter a aprovação ou cumprir as Leis Aplicáveis ou regulamentos de qualquer bolsa de valores ou sistema de cotação automática; (vii) interpretar e

the Agreement entered into by and between the Company and the Beneficiary; and (vii) make any other decisions that may be necessary pursuant to this Plan or as deemed necessary or advisable by the Compensation Committee in the administration of this Plan.

Any interpretations or decisions of the Compensation Committee relating to this Plan shall be final, binding and conclusive for all purposes and upon all Beneficiaries.

3. Shares Subject to this Plan

(a) Shares representing up to 1.65% of the total amount of the capital stock of the Company, which equals, on this date, approximately nine hundred and fifty thousand (950.000) Shares, may be issued or delivered under this Plan, subject to Subsection (b) below. The Company shall, during the term of this Plan, reserve and keep available a number of Shares sufficient to comply with the provisions of this Plan. In the event of any adjustment in the number of Shares resulting from a reverse split, stock split, stock bonus or similar events, the maximum number of Shares available under this Plan shall be automatically adjusted.

(b) In the event previously delivered Shares issued under this Plan are repurchased by the Company or previously granted RSUs are forfeited prior to settlement, such Shares or RSUs, as applicable, may be added to the number of Shares available for grant under this Plan.

4. Terms and Conditions of Awards

The Company or other Group Member shall inform the amount and class of RSUs granted to each Beneficiary and each grant of RSU under this Plan shall be formalized by a Restricted Share Unit Award Agreement (“Agreement”) between the Beneficiary and the Company. The grant shall be subject to the applicable terms and conditions of this Plan and the other terms and conditions established by the Compensation Committee and included in the Agreement. The terms and conditions applicable to the Agreements entered

dirimir qualquer inconsistência, corrigir qualquer erro e/ou providenciar regras para situações omissas nos termos deste Plano e/ou do Contrato celebrado entre a Companhia e o Beneficiário; e (vii) tomar quaisquer outras decisões que possam ser necessárias de acordo com este Plano ou conforme considerado necessário ou aconselhável pelo Comitê de Remuneração na administração deste Plano.

Quaisquer interpretações ou decisões do Comitê de Remuneração relacionadas a este Plano serão finais, vinculativas e conclusivas para todos os fins e sobre todos os Beneficiários.

3. Ações Sujeitas a este Plano

(a) Ações representativas de até 1,65% do montante total do capital social da Companhia, o que equivale, nesta data, a aproximadamente novecentos e cinquenta mil (950.000) Ações, poderão ser emitidas ou entregues no âmbito deste Plano, sujeito à Subseção (b) abaixo. A Companhia, durante a vigência deste Plano, deverá reservar e manter disponíveis um número de Ações suficientes para cumprir as disposições deste Plano. No caso de qualquer ajuste no número de Ações decorrente de grupamento, desdobramento, bonificação em ações ou eventos similares, a quantidade máxima de Ações disponíveis neste Plano será automaticamente ajustada.

(b) Caso Ações previamente entregues emitidas sob este Plano sejam readquiridas pela Companhia ou as RSUs anteriormente concedidas sejam perdidas antes da liquidação, tais Ações ou RSUs, conforme aplicável, poderão ser adicionadas ao número de Ações disponíveis para outorga no âmbito deste Plano.

4. Termos e Condições das Outorgas

A Companhia ou outra Sociedade do Grupo informará a quantidade e a classe de RSUs outorgada a cada Beneficiário e cada outorga de RSU sob este Plano deverá ser formalizada por um Contrato de Ações Restritas (“Contrato”) entre o Beneficiário e a Companhia. A outorga estará sujeita aos termos e condições aplicáveis deste Plano e aos demais termos e condições estabelecidos pelo Comitê de Remuneração e incluídos no Contrato. Os termos e condições aplicáveis aos Contratos celebrados no âmbito

into under this Plan need not be identical, and the Compensation Committee shall define in each Agreement the terms and conditions applicable to each Beneficiary.

5. Right to Receive Shares

(a) Subject to the terms of the Agreement, each RSU shall entitle its respective Beneficiary to receive one (1) Share, subject to compliance with the vesting criteria described in Section 6 below (or otherwise as set forth in the applicable Agreement).

(b) Unless and until a Share is issued or delivered to the Beneficiary by reason of the settlement of an RSU, by entry in the Company's register of shareholders, no right to vote or to receive dividends, or any other shareholder rights, shall exist with respect to such Share.

(c) The Compensation Committee may require the Beneficiary to enter into and become a party to a shareholder agreement of the Company as a condition to the issuance and delivery of the Shares in settlement of an RSU.

6. Vesting

(a) General. The RSUs shall be conditioned solely on the Beneficiary continuously providing services to the Company and/or to the other Group Members, and the RSUs shall become fully vested when such condition of service continuity is 100% satisfied, which verification shall observe the terms of this Plan and the Agreement.

(b) Vesting Conditions. The Compensation Committee shall define in each Agreement the vesting period applicable to the RSUs granted to each Beneficiary, and the vesting period may vary between 1 year and 6 years. Notwithstanding, the maximum number of Shares that may be delivered to the Beneficiaries as a result of the settlement of the RSUs under this Plan is divided into 6 tranches, and each tranche shall observe a minimum vesting period specific to such tranche, as described below. The Compensation Committee may allocate the lots of Shares below among the Beneficiaries, at its sole discretion, with no obligation for equal or proportional allocations.

deste Plano não precisam ser idênticos, cabendo ao Comitê de Remuneração definir em cada Contrato os termos e condições aplicáveis a cada Beneficiário.

5. Direito de Receber as Ações

(a) Sujeito aos termos do Contrato, cada RSU dará ao seu respectivo Beneficiário o direito de receber uma (1) Ação, se verificado o cumprimento dos critérios de carência descritos na Cláusula 6 abaixo (ou de outra forma, conforme estabelecido no Contrato).

(b) A menos e até que uma Ação seja emitida ou entregue ao Beneficiário em razão da liquidação de uma RSU, por inscrição no registro de acionistas da Companhia, nenhum direito de voto ou de receber dividendos, ou quaisquer outros direitos de acionista, existirão em relação a tal Ação.

(c) O Comitê de Remuneração pode exigir que o Beneficiário celebre e se torne parte de um acordo de acionistas da Companhia como uma condição para a emissão e entrega das Ações na liquidação de uma RSU.

6. Período de Carência

(a) Geral. O direito às RSUs estará condicionado unicamente ao Beneficiário permanecer continuamente prestando serviços à Companhia e/ou às demais Sociedades do Grupo e as RSUs se tornarão totalmente vestidas quando tal condição de continuidade de serviço estiver 100% satisfeita, cuja verificação deverá observar os termos deste Plano e do Contrato.

(b) Condições de Aquisição. O Comitê de Remuneração definirá em cada Contrato o prazo de carência aplicável às RSUs outorgadas a cada Beneficiário, sendo que o prazo de carência poderá variar entre 1 ano e 6 anos. Não obstante, a quantidade máxima de Ações que pode ser entregue aos Beneficiários em função da liquidação das RSUs, nos termos deste Plano, estão divididas em 6 lotes, sendo que cada lote deve observar um prazo de carência mínimo específico ao referido lote, conforme descrito abaixo. O Comitê de Remuneração poderá alocar os lotes de Ações abaixo entre os Beneficiários, a seu exclusivo critério, não havendo qualquer obrigação de alocações iguais ou proporcionais.

- (i) Up to 10% of the Shares subject to this Plan shall become vested on the first anniversary of the grant date set forth in the respective Agreement (“1st Tranche”);
- (ii) Up to 20% of the Shares subject to this Plan shall become vested on the second anniversary of the grant date set forth in the respective Agreement (“2nd Tranche”);
- (iii) Up to 35% of the Shares subject to this Plan shall become vested on the third anniversary of the grant date set forth in the respective Agreement (“3rd Tranche”);
- (iv) Up to 50% of the Shares subject to this Plan shall become vested on the fourth anniversary of the grant date set forth in the respective Agreement (“4th Tranche”);
- (v) Up to 80% of the Shares subject to this Plan shall become vested on the fifth anniversary of the grant date set forth in the respective Agreement (“5th Tranche”); and
- (vi) Up to 100% of the Shares subject to this Plan shall become vested on the sixth anniversary of the grant date set forth in the respective Agreement (“6th Tranche”).

7. Taxes

(a) Beneficiaries Residents Outside the Federative Republic of Brazil: The Beneficiary shall pay to the Company and/or any Group Member amounts relating to taxes, duties, levies, contributions and/or other charges (including employment costs in Brazil) in connection with the acquisition of the RSUs or the sale of the underlying Shares if the Company is required to withhold such amounts on behalf of the Beneficiary in accordance with Applicable Law (collectively, “Tax”), and (i) the Company may require the Beneficiary to pay the Taxes; (ii) the Company shall have the right to require the payment of additional Tax if required by subsequent amendments to the Applicable Laws and/or as requested by the competent tax authorities; (iii) the Company shall be entitled to demand payment of any penalties and/or interest charged by any tax authority for late payment of any Taxes; and (iv) notwithstanding applicable restrictions on transfer of Shares and RSUs, the Beneficiary may, at the conclusion of each vesting period, be authorized by the

- (i) Até 10% das Ações sujeitas a este Plano tornar-se-ão vestidas no primeiro aniversário da data de outorga definida no respectivo Contrato (“1º Lote”);
- (ii) Até 20% das Ações sujeitas a este Plano tornar-se-ão vestidas no segundo aniversário da data de outorga definida no respectivo Contrato (“2º Lote”);
- (iii) Até 35% das Ações sujeitas a este Plano tornar-se-ão vestidas no terceiro aniversário da data de outorga definida no respectivo Contrato (“3º Lote”);
- (iv) Até 50% das Ações sujeitas a este Plano tornar-se-ão vestidas no quarto aniversário da data de outorga definida no respectivo Contrato (“4º Lote”);
- (v) Até 80% das Ações sujeitas a este Plano tornar-se-ão vestidas no quinto aniversário da data de outorga definida no respectivo Contrato (“5º Lote”); e
- (vi) Até 100% das Ações sujeitas a este Plano tornar-se-ão vestidas no sexto aniversário da data de outorga definida no respectivo Contrato (“6º Lote”).

7. Tributos

(a) Beneficiários Residentes Fora da República Federativa do Brasil: O Beneficiário deverá pagar à Companhia e/ou qualquer Sociedade do Grupo valores relativos a tributos, taxas, impostos, contribuições e/ou outros encargos (incluindo custos de emprego no Brasil) relacionados à aquisição das RSUs ou à venda das Ações subjacentes caso a Companhia seja obrigada a reter tais valores em nome do Beneficiário em conformidade com a Lei Aplicável (coletivamente, “Tributos”), sendo que (i) a Companhia poderá exigir que o Beneficiário pague os Tributos; (ii) a Companhia terá o direito de exigir o pagamento de Tributo adicional se exigido por alterações subsequentes às Leis Aplicáveis e/ou conforme solicitado pelas autoridades fiscais competentes; (iii) a Companhia terá o direito de exigir o pagamento de quaisquer multas e/ou juros cobrados por qualquer autoridade tributária pelo atraso no pagamento de quaisquer Tributos; e (iv) não obstante as restrições de transferência de Ações e

Compensation Committee to sell the minimum number of Shares necessary to use the proceeds of such sale to pay any Taxes levied on the receipt or disposition of the RSUs or Shares.

(b) Beneficiaries Residents in the Federative Republic of Brazil: The Company may withhold the amounts of Taxes related to the Beneficiary if resolved by the Administrator, including, without limitation, by (i) selling all or part of the Shares on behalf of the Beneficiary; or (ii) reducing the number of Shares to which the Beneficiary would be entitled under the Agreement (together, “Withholding”) in an amount sufficient to satisfy the Withholding obligation. Alternatively, the Company may withhold and pay beforehand the amount of Taxes on behalf of the Beneficiary, and the Beneficiary shall be obligated to refund to the Company the full amount of Taxes within 30 days as of the payment of such amount by the Company.

8. Delivery

(a) Subject to the compliance of the vesting and Subsection (b) below, each RSU shall be settled in the form of one (1) Share.

(b) The Company shall not be required to issue Shares (including by registration in books or bookkeeping service) evidencing ownership of the Shares pursuant to the RSUs unless and until the Compensation Committee has determined, subject to the review of legal counsel, that the issuance, as applicable, is in compliance with Applicable Laws.

(c) Shares issued pursuant to the Agreement may be subject to transfer restrictions, transfer blocking instructions and other restrictions as the Compensation Committee, in consultation with the compliance department, deems necessary or advisable to comply with all Applicable Laws. The Compensation Committee may require the transcription of the encumbrances applicable to the Share on the records applicable to the Shares.

(d) The Compensation Committee may, in its sole discretion and subject to the terms and conditions as it may elect, anticipate the date on which the

RSUs aplicáveis, o Beneficiário poderá, por ocasião da conclusão de cada período de *vesting*, ser autorizado pelo Comitê de Remuneração a vender a quantidade mínima de Ações necessária para utilizar os recursos decorrentes de tal venda no pagamento de quaisquer Tributos que incidam sobre o recebimento ou alienação das RSUs ou das Ações.

(b) Beneficiários Residentes na República Federativa do Brasil: A Companhia poderá reter os valores de Tributos relacionados ao Beneficiário se deliberado pelo Administrador, incluindo, sem limitação, pela (i) venda total ou parcial das Ações em nome do Beneficiário; (ii) redução no número de Ações às quais o Beneficiário faria jus nos termos do Contrato (em conjunto, “Retenção”) suficiente para satisfazer a obrigação de Retenção. Alternativamente, a Companhia poderá reter e recolher antecipadamente o valor de Tributos em nome do Beneficiário, sendo o Beneficiário obrigado a reembolsar à Companhia o valor integral de Tributos em até 30 dias contados do pagamento de tal valor pela Companhia.

8. Entrega

(a) Sujeito ao cumprimento do período de carência e ao Subseção (b) abaixo, cada RSU será liquidada na forma de uma (1) Ação.

(b) A Companhia não será obrigada a emitir Ações (incluindo por meio de registro em livros ou serviço de escrituração) que evidenciem a titularidade das Ações decorrentes das RSUs, a menos e até que o Comitê de Remuneração tenha determinado, consoante a análise de um advogado, que a emissão, conforme aplicável, está em conformidade com as Leis Aplicáveis.

(c) As Ações emitidas de acordo com o Contrato poderão estar sujeitas a restrições de transferências, instruções de bloqueio de transferência e outras restrições que o Comitê de Remuneração, ouvido o departamento de compliance, considere necessárias ou aconselháveis para cumprir todas as Leis Aplicáveis. O Comitê de Remuneração pode exigir a transcrição dos ônus aplicáveis à Ação nos registros aplicáveis às Ações.

(d) O Comitê de Remuneração pode, a seu exclusivo critério e sujeito aos termos e condições por ele eleitos, antecipar a data em que as RSU

RSUs are settled, unless if such anticipation would violate Applicable Law, including for any Beneficiary who is deemed to be a taxpayer of the United States of America, Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”).

9. Lock-Up

Shares issued and delivered under the Plan may be subject to a lock-up period, during which the Beneficiary may not transfer, sell or encumber Shares without the prior approval of the Compensation Committee (“Lock-Up”). The terms and conditions of the Lock-Up shall be set forth in the Agreement.

10. Termination and Acceleration

In the event of termination of services rendered by the Beneficiary to any Group Member prior to full vesting of the right to receive the Shares underlying the RSUs granted, such termination shall be treated as follows:

(a) If the Beneficiary (i) resigns or renounces from its position or (ii) is dismissed or removed for Just Cause, such Beneficiary shall not be entitled to any RSUs not yet vested on such date, waiving his or her rights thereto, which shall be automatically cancelled with such termination, without any payment being due to the Beneficiary. For the avoidance of doubt, upon the occurrence of any of the events above, the Beneficiary shall be entitled to receive any Shares underlying any RSUs that have vested prior to the date of his or her termination and whose Shares are still pending delivery for administrative reasons only.

(b) If the Beneficiary is dismissed without Just Cause by a Group Member, the Beneficiary shall maintain the right to any outstanding RSUs granted in connection with this Plan, which shall be considered as vested, however the Beneficiary shall only receive Shares resulting from such vested RSUs in the original terms provided for in the Agreement, except that, to the extent permitted by applicable regulations, the lock-up restriction provided for in the Agreement, if any, shall not apply.

são liquidadas, a menos que tal antecipação viole a Lei Aplicável, incluindo para qualquer Beneficiário que seja considerado contribuinte dos Estados Unidos da América, Sessão 409A do Código Tributário dos Estados Unidos da América de 1986 (*Internal Revenue Code of 1986*), conforme aditado (“Seção 409A”).

9. Lock-Up

As Ações emitidas e entregues nos termos do Plano poderão estar sujeitas a um período de bloqueio (*lock-up*), durante o qual o Beneficiário não poderá transferir, vender ou onerar Ações sem a aprovação prévia do Comitê de Remuneração (“Lock-Up”). Os termos e condições do Lock-Up estarão dispostos no Contrato.

10. Desligamento e Aceleração

Em caso de término dos serviços prestados pelo Beneficiário a qualquer Sociedade do Grupo antes da aquisição total do direito de receber as Ações subjacentes às RSUs outorgadas, tal desligamento deverá ser tratado da seguinte maneira:

(a) Se o Beneficiário (i) se demitir ou renunciar ao cargo ou (ii) for demitido ou destituído com Justa Causa, ele não terá direito a quaisquer RSUs ainda não vestidas em tal data, renunciando a seus direitos, os quais serão extintos automaticamente com tal término, sem que qualquer pagamento seja devido ao Beneficiário. Para evitar dúvidas, após a ocorrência de qualquer um dos eventos acima, o Beneficiário terá o direito de receber quaisquer Ações subjacentes de quaisquer RSUs que tenham vestido antes da data do seu desligamento e cujas Ações ainda estejam pendentes de entrega apenas por razões administrativas.

(b) Se um Beneficiário for dispensado sem Justa Causa por uma Sociedade do Grupo, o Beneficiário manterá o direito às RSUs que lhe foram outorgadas pela Companhia nos termos deste Plano, as quais serão consideradas vestidas, no entanto, o Beneficiário apenas receberá as Ações resultantes das RSUs vestidas nos prazos originalmente previstos no Contrato, ressalvado que, na medida do permitido pela regulamentação aplicável, não se aplicará a restrição a transferências (*lock-up*) prevista no Contrato, se existente.

(c) In case the Beneficiary dies or becomes permanently disabled or totally incapacitated, the Beneficiary's outstanding RSUs shall fully vest, and the Company shall issue all Shares resulting from this Agreement within 60 days from the applicable event, except that, to the extent permitted by applicable regulations, the lock-up restriction provided for in the Agreement shall not apply. In addition, in the case of a U.S. taxpayer, Shares that vest in accordance with this Section must be delivered to the Beneficiary by no later than March 15 of the year following the termination of employment by the Group Member. If any transfer limitation is imposed by Applicable Law or applicable regulation, the transfer restriction period shall be the minimum period required by law or regulation.

(d) In case of a Liquidity Event and if the Beneficiary's engagement with any Group Member is terminated by the Company without Just Cause within six (6) months following such event, the Beneficiary's outstanding RSUs shall fully vest and the Company shall issue all Shares resulting therefrom within sixty (60) business days as of the applicable event. However, in the case of a U.S. taxpayer, the Shares that vest in accordance with this Section shall be delivered no later than March 15 of the year following the year during which the employment of the Beneficiary was terminated by the Group Member.

The Compensation Committee may establish distinct termination and acceleration rules for different classes of RSUs, which must be set forth in the applicable Agreement.

11. Restrictions on Transfers

The RSUs may not be transferred other than by will or by hereditary succession. The RSUs may not be sold, transferred, assigned, pledged, attached, charged, mortgaged, encumbered, or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment, or similar operation. In the event of any attempt to sell, transfer, assign, pledge, charge, mortgage, encumber or otherwise dispose of the RSUs, the grant of the RSUs and all rights arising therefrom to the Beneficiary under this

(c) Se um Beneficiário falecer ou tornar-se permanentemente inválido ou plenamente incapaz, todos os direitos (*vesting*) de quaisquer RSUs serão integralmente antecipados, e a Companhia emitirá todas as Ações resultantes desse Contrato no prazo de 60 dias a partir do evento aplicável, ressalvado que, na medida do permitido pela regulamentação aplicável, não se aplicará a restrição a transferências (lock-up) prevista no Contrato. Além disso, em se tratando de contribuinte dos Estados Unidos da América, as Ações que vestidas em razão da aplicação desta Cláusula deverão ser entregues até o dia 15 de março do ano seguinte à rescisão do contrato de trabalho pela Sociedade do Grupo. Se qualquer limitação à transferência for imposta pela Lei Aplicável ou pela regulamentação aplicável, o período de restrição de transferências será o mínimo exigido por lei ou regulamentação.

(d) Em caso de Evento de Liquidez e se o vínculo do Beneficiário com qualquer Sociedade do Grupo for rescindido sem Justa Causa, em até seis (6) meses de tal evento, todos os direitos (*vesting*) de qualquer RSUs serão antecipados integralmente e a Companhia emitirá todas as Ações deles resultantes dentro de sessenta (60) dias úteis a partir do evento aplicável. Todavia, em se tratando de contribuinte dos Estados Unidos da América, as Ações que vestidas em razão da aplicação desta Cláusula deverão ser entregues até o dia 15 de março do ano seguinte à rescisão do contrato de trabalho pela Sociedade do Grupo.

O Comitê de Remuneração poderá estabelecer regras de desligamento e aceleração distintas para diferentes classes de RSUs, as quais deverão ser formalizadas pelo Contrato.

11. Restrições à Transferências

As RSUs só podem ser transferidas por testamento ou por sucessão hereditária. As RSUs não podem ser vendidas, transferidas, cedidas, penhoradas, cobradas, hipotecadas, oneradas ou de outra forma alienadas (seja por força da lei ou de outra forma) ou serem objeto de execução, penhora ou operação similar. Em caso de qualquer tentativa de venda, transferência, cessão, penhora, cobrança, hipoteca, oneração ou de qualquer outra forma disposição das RSUs, a concessão das RSUs e todos os direitos dela

Plan and the related Agreement shall immediately become null and void.

12. Non-Competition

The Compensation Committee may subject the receipt of the Shares underlying the RSUs to compliance with the non-competition covenants entered into by the Beneficiary with the Company or any Group Member, which terms and conditions shall be set forth in the respective Agreement.

13. Adjustments Upon Changes in Capitalization and Sale of the Company

(a) Changes in Capital Stock. The Compensation Committee may, in its sole discretion, resolve upon adjustments to the amount of RSUs granted under the Agreements to the extent such adjustments are proportionate and equitable by reason of any increase or decrease in the number of issued Shares resulting, by way of example, from a reverse stock split or stock split, distribution of a stock dividend, merger, spin-off or consolidation, combination or reclassification of Shares. The manner in which the adjustments referred to in this Section shall be made shall be determined by the Compensation Committee, whose decision shall be final, binding and conclusive.

(b) Dissolution or Liquidation. In the event a dissolution or liquidation of the Company is proposed, the Compensation Committee shall notify the Beneficiary as soon as practicable, prior to the effective date of commencement of such proposed dissolution or liquidation. In addition, the Compensation Committee may provide that any Shares issued pursuant to this Plan shall be issued as of such date. To the extent not previously paid, all RSUs granted shall be terminated immediately prior to the commencement of such proposed dissolution or liquidation.

14. Miscellaneous

(a) No Retention Rights. Nothing in this Plan or in any right or RSU granted under this Plan shall confer upon the Beneficiary any right to continue providing services to the Company and/or any

decorrentes para o Beneficiário, nos termos deste Plano e do respectivo Contrato, tornar-se-ão imediatamente nulos e sem efeito.

12. Não-Concorrência

O Comitê de Remuneração poderá vincular o recebimento das Ações subjacentes às RSUs ao cumprimento de obrigação de não concorrência com a Companhia ou qualquer Sociedade do Grupo, cujos termos e condições serão definidos no respectivo Contrato.

13. Ajustes em Decorrência de Alterações na Capitalização e Venda da Companhia

(a) Alterações no Capital Social. O Comitê de Remuneração pode, a seu exclusivo critério, decidir por ajustes na quantidade de RSUs outorgadas no âmbito dos Contratos, na medida em que seja proporcional e equitativo em razão de qualquer aumento ou redução no número de Ações emitidas resultante, a título de exemplo, de um grupamento ou desdobramento de ações, distribuição de dividendo em ações, incorporação, cisão ou consolidação, combinação ou reclassificação de Ações. A maneira pela qual os ajustes referidos nesta Cláusula devem ser realizados serão determinados pelo Comitê de Remuneração, cuja decisão será final, vinculativa e conclusiva.

(b) Dissolução ou Liquidação. Caso seja proposta a dissolução ou liquidação da Companhia, o Comitê de Remuneração deverá notificar o Beneficiário assim que possível, antes da data efetiva de início de tal proposta de dissolução ou liquidação. Além disso, o Comitê de Remuneração pode estabelecer que quaisquer Ações emitidas nos termos deste Plano sejam emitidas a partir da referida data. Na medida em que não tenha sido pago anteriormente, todas as RSUs outorgadas serão encerradas imediatamente antes do início de tal dissolução ou liquidação proposta.

14. Disposições Gerais

(a) Ausência de Direito de Retenção. Nada neste Plano ou em qualquer direito ou RSU outorgada no âmbito deste Plano irá conferir ao Beneficiário qualquer direito de continuar prestando serviços

Group Member for any specific period or will interfere with or otherwise restrict the right of the Company and/or the Group Member or the Beneficiary, which rights are hereby reserved by each, to terminate service at any time and for any reason, with or without Just Cause.

(b) Applicable Law. This Plan and all awards under this Plan shall be governed and construed by the laws of the Brazil.

(c) Paperless Administration. Subject to Applicable Laws, the Compensation Committee may disclose information regarding the RSUs on a website, electronic mail or interactive voice response system in order to make the administration of the RSUs more efficient.

(d) Term of this Plan. This Plan, as provided herein, shall be effective on the date of its approval by the Board of Directors. This Plan shall automatically terminate 10 years after the later of (i) the date on which the Board of Directors approved this Plan or (ii) the date on which the Board of Directors approved the most recent increase in the number of Shares subject to this Plan. This Plan may be terminated on a previous date pursuant to subsection (e) below.

(e) Right to Amend or Terminate this Plan. The Board of Directors may amend, suspend or terminate this Plan at any time and for any reason.

(f) Effect of Amendment or Termination. No Shares shall be issued or sold and no RSUs granted under this Plan after its termination, except with respect to the vesting and settlement of RSUs granted prior to such termination. The termination of this Plan, or any amendment thereto, shall not materially affect any Shares issued or RSUs granted under this Plan prior to such amendment or termination.

para a Companhia e/ou para qualquer Sociedade do Grupo durante qualquer período específico ou irá interferir ou de outra forma restringir o direito da Companhia e/ou da Sociedade do Grupo ou do Beneficiário, direitos estes que são por meio desta reservados por cada um, a encerrar a prestação de serviço a qualquer tempo e por qualquer razão, com ou sem Justa Causa.

(b) Lei Aplicável. Este Plano e todas as outorgas no âmbito deste Plano deverão ser regidas e interpretadas pelas leis do Brasil.

(c) Administração sem Papel. Sujeito às Leis Aplicáveis, o Comitê de Remuneração pode divulgar informações relativa às RSUs em um site da internet, correio eletrônico ou sistema de resposta de voz interativo, a fim de tornar mais eficiente a administração das RSUs.

(d) Prazo de Vigência deste Plano. Este Plano, conforme aqui previsto, estará vigente na data de sua aprovação pelo Conselho de Administração. Este Plano se encerrará automaticamente 10 anos após o último dos seguintes marcos temporais (i) a data na qual o Conselho de Administração aprovou este Plano ou (ii) a data na qual o Conselho de Administração aprovou o mais recente aumento no número de Ações sujeitas a este Plano. Este Plano pode ser encerrado em uma data anterior nos termos do item (e) abaixo.

(e) Direito de Aditar ou Encerrar este Plano. O Conselho de Administração poderá alterar, suspender ou encerrar este Plano em qualquer momento e por qualquer razão.

(f) Efeitos de Aditamento ou Encerramento. Nenhuma Ação deverá ser emitida ou vendida e nenhuma RSU outorgada no âmbito deste Plano após o seu encerramento, exceto com relação ao exercício de RSUs outorgadas antes de tal encerramento. O encerramento deste Plano, ou qualquer alteração, não deverá afetar de forma material nenhuma Ação emitida anteriormente ou RSU anteriormente outorgada sob este Plano.

APPENDIX I

Definitions

“Applicable Law” means the laws, regulations and other normative instruments applicable to the subject matter in question.

“Board of Directors” means the Company’s board of directors.

“Control” means, with respect to any Person, the power to, directly or indirectly, direct or guide the management policies of a Person, whether through ownership of the voting securities of such Person or by contract or otherwise.

“Group Member” means the Company or one of its Subsidiaries.

“Just Cause” means the resignation or removal of the Beneficiary from his or her position within the Company and/or any Group Member as a result of: (a) termination with “just cause” (as established by Brazilian Labor Law); (b) termination with just cause by the Company of the service agreement between the Company and the Beneficiary as permitted under the terms thereof; (c) termination by the Company of the Beneficiary’s engagement by reason of (1) breach of fiduciary duties of management under Applicable Law; (2) gross negligence in the performance of such duties; (3) criminal conviction related to crimes with intent; (4) dishonest or fraudulent acts against the Company and/or any Group Member; (5) moral or sexual harassment perpetrated by the Beneficiary against employees, management or service providers of the Company and/or any Group Member, provided that such actions are reasonably proven by evidence (other than allegations of the employee, manager or service provider); (6) any act or omission of Beneficiary’s with intent that adversely affects the business, image or financial situation of the Company, its shareholders or any Group Member; (7) breach of the instrument setting out the Beneficiary’s

ANEXO I

Termos Definidos

“Lei Aplicável” significam as leis, regulamentos e outros instrumentos normativos aplicáveis à matéria em questão.

“Conselho de Administração” significa o conselho de administração da Companhia.

“Controle” significa, com relação a qualquer Pessoa, o poder de, direta ou indiretamente, dirigir ou orientar as políticas de gestão de uma Pessoa, seja por meio da propriedade dos valores mobiliários com direito a voto dessa Pessoa ou por meio de contrato ou de outra forma.

“Sociedade do Grupo” significa a Companhia ou uma de suas Subsidiárias.

“Justa Causa” significa a demissão ou destituição do Beneficiário de seu cargo da Companhia e/ou de qualquer Sociedade do Grupo como resultado de: (a) rescisão por “justa causa” (conforme estabelecido pela legislação trabalhista brasileira); (b) rescisão por justa causa, pela Companhia, do contrato de serviços entre a Companhia e o Beneficiário conforme permitido nos termos do mesmo; (c) rescisão, pela Companhia, da contratação do Beneficiário em razão de (1) violação de deveres fiduciários da administração nos termos da Legislação Aplicável; (2) negligência grave no exercício das suas funções; (3) condenação criminal relacionada a crimes dolosos; (4) atos desonestos ou fraudulentos contra a Companhia e/ou qualquer Sociedade do Grupo; (5) assédio moral ou sexual perpetrado pelo Beneficiário contra funcionários, administradores ou prestadores de serviços da Companhia e/ou de qualquer Sociedade do Grupo, desde que tais ações sejam razoavelmente comprovadas por evidências (que não sejam alegações do funcionário, administrador ou prestador de serviços); (6) qualquer ato ou omissão devido ao dolo do Beneficiário que afete adversamente o negócio, imagem ou situação financeira da Companhia, seus

duties as a statutory director or member of the board of directors of the Company or any Group Member; (8) breach of the organizational, corporate and incorporation documents of the Company and/or any Group Member (articles of incorporation, bylaws, articles of association, internal regulations, among others) and other applicable corporate regulations, including decisions made by and/or resolutions resulting from general meetings of shareholders, meetings of the board of directors or other governance bodies of such Group Member; (9) violation of any applicable anti-corruption laws; or (10) violation of the non-compete and non-solicit obligations provided for in the Agreement.

“Liquidity Event” means: (a) the consummation of one or a series of transactions relating to the acquisition of shares of the Company by a Person or Persons under common Control which results in such persons holding more than 40% of the total voting capital stock of the Company. For clarification purposes, the following shall not be considered a “Liquidity Event”: (1) transfer of shares of the Company between current shareholders, directly or indirectly and/or between current shareholders and their affiliates or heirs, successors, regardless of form, including by reason of corporate reorganization, legal succession, inheritance or succession planning, donation or other transfer, and (2) transactions that do not consist of a transfer of shares of the Company's stock by the current stockholders to a third party in consideration for the payment of a purchase price paid in cash to the selling stockholders, including but not limited to, capital increases, with or without an assignment of preemptive rights, stock exchanges and/or corporate reorganizations, and (3) the consummation of a corporate

acionistas ou qualquer Sociedade do Grupo; (7) violação do instrumento que estabelece os deveres do Beneficiário como diretor estatutário ou membro do conselho de administração da Companhia ou de qualquer Sociedade do Grupo; (8) violação dos documentos organizacionais, societários e constitutivos da Companhia e/ou de qualquer Sociedade do Grupo (estatuto social, contrato social, regimentos internos, entre outros) e outros regulamentos corporativos aplicáveis, incluindo decisões tomadas por e/ou deliberações resultantes de assembleias gerais de acionistas, reuniões do conselho de administração ou outros órgãos de governança de tal Sociedade do Grupo; (9) violação de quaisquer leis anticorrupção aplicáveis; ou (10) violação das obrigações de não concorrência e não aliciamento previstas no Contrato.

“Evento de Liquidez” significa: (a) a consumação de uma ou uma série de transações relacionadas à aquisição de ações da Companhia por uma Pessoa ou Pessoas sob Controle comum, que resulte em tais pessoas detendo mais de 40% do capital social votante total da Companhia. Para fins de esclarecimento, não serão considerados “Evento de Liquidez”: (1) transferência de ações da Companhia entre os atuais acionistas, direta ou indiretamente e/ou entre os atuais acionistas e suas afiliadas ou herdeiros, sucessores, independentemente da forma, inclusive em razão de reorganização societária, sucessão legal, herança ou planejamento sucessório, doação ou outra transferência, e (2) transações que não consistem em transferência de ações da Companhia pelos atuais acionistas a um terceiro em contrapartida ao pagamento de um preço de aquisição pago em dinheiro aos acionistas vendedores, incluindo mas não se limitando a, aumentos de capital, com ou sem cessão de direito de preferência, troca de ações e/ou reorganizações societárias, e (3) a consumação de uma reorganização societária na qual o patrimônio líquido da

reorganization in which the Company's equity represents 50% or less of the equity of the surviving company.

Notwithstanding anything to the contrary set forth above, if the RSU is considered nonqualified deferred compensation subject to Section 409A, the event described above shall not constitute a "Liquidity Event" for purposes of liquidation (but not overriding), unless such event also constitutes a change in the effective ownership or control of the Company or a change in ownership of a substantial portion of the Company's assets within the meaning of Section 409A.

"Person" means any natural person, individual, company, enterprise, corporation, limited liability company, legal entity, partnership, limited partnership, association, unincorporated organization, public corporation, institution, government, state or federal, state or local government agency or authority, joint venture, trust, individual real property, individual estate, commercial trust or other enterprise, entity or organization of any kind or nature (whether or not having separate legal personality).

"Subsidiary," means, with respect to any Person, any Person under the Control of such Person.

"Shares" means the class A shares issued or delivered by the Company as a result of this Plan.

"U.S. Securities Act" means the U.S. Securities Act of 1933 and its regulations, as amended from time to time.

Companhia represente 50% ou menos do patrimônio líquido da sociedade sucessora.

Não obstante qualquer disposição em contrário acima, caso o RSU seja considerado compensação diferida não qualificada sujeita à Seção 409A, o evento descrito acima não constituirá um "Evento de Liquidez" para fins de liquidação (mas não de superação), a menos que tal evento também constitua uma mudança na propriedade ou controle efetivo da Companhia ou uma mudança na propriedade de uma parte substancial dos ativos da Companhia dentro do significado da Seção 409A.

"Pessoa" significa qualquer pessoa natural, indivíduo, sociedade, empresa, companhia, sociedade de responsabilidade limitada, pessoa jurídica, *partnership*, *limited partnership*, associação, organização sem personalidade jurídica, empresa pública, instituição, governo, estado ou órgão ou autoridade do governo federal, estadual ou municipal, *joint venture*, *trust*, propriedade individual imobiliária, propriedade individual, *trust* comercial ou outra empresa, entidade ou organização de qualquer tipo ou natureza (tendo ou não personalidade jurídica separada).

"Subsidiária" significa, com relação a qualquer Pessoa, qualquer Pessoa Controlada por tal Pessoa.

"Ações" significa as ações Classe A de emissão da Companhia emitidas ou entregues em decorrência deste Plano.

"Lei de Valores Mobiliários Estadunidense" significa a Lei de Valores Mobiliários Estadunidense (*U.S. Securities Act*) de 1933 e seus regulamentos, conforme alterados de tempos em tempos.

Calculation of Filing Fee Tables

Form S-8
(Form Type)Vinci Partners Investments Ltd.
(Exact Name of Registrant as Specified in its Charter)

Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered(1)	Proposed Maximum Offering Price Per Unit(2)	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
\$1,180.96	Class A Common Shares, par value US\$0.00005 per share	Rule 457(c) and Rule 457(h)	950,000	\$13.50	\$12,825,000	0.0000927	\$1,188.88
Total Offering Amounts							\$1,188.88
Total Fee Offsets(3)							-
Net Fee Due							\$1,188.88

(1) This Registration Statement on Form S-8 (this "Registration Statement") covers 950,000 Class A common shares, par value US\$0.00005 per share ("Class A Common Shares") of Vinci Partners Investment Ltd. (the "Company" or "Registrant") (i) authorized for issuance for Vinci Partners Investment Ltd. 2022 Restricted Share Unit Award Plan (the "Plan") and (ii) pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), any additional Class A Common Shares that may become issuable in connection with Plan by reason of any stock dividend, stock split, or other similar transaction.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) under the Securities Act. The Proposed Maximum Offering Price Per Share is based on the average of the high and low sales price per Class A Common Share as reported on The Nasdaq Global Select Market on March 29, 2022.

(3) The Registrant does not have any fee offsets.