

B3 S.A. – BRASIL, BOLSA, BALCÃO
PUBLICLY TRADED COMPANY
CNPJ nº 09.346.601/0001-25
NIRE 35.300.351.452

**MINUTES OF THE EXTRAORDINARY MEETING OF THE BOARD OF
DIRECTORS HELD ON OCTOBER 21, 2024**

1. Date, Time, and Place: On October 21, 2024, at 4:30 PM, by electronic means, deemed to be held at the headquarters of B3 S.A. – Brasil, Bolsa, Balcão ("Company" or "B3") located in the city of São Paulo, State of São Paulo, at Praça Antonio Prado, No. 48, Downtown.

2. Attendances: The call was waived, given the presence of all members of the Company's Board of Directors, namely: Mr. Antonio Carlos Quintella – Chairman, Ana Dolores Moura Carneiro de Novaes, Caio Ibrahim David, Claudia de Souza Ferris, Claudia Farkouh Prado, Cristina Anne Betts, Florian Bartunek, Guilherme Affonso Ferreira, Mauricio Machado de Minas, Pedro Paulo Giubbina Lorenzini and Rodrigo Guedes Xavier – Directors.

3. Board: Mr. Antonio Carlos Quintella – Chairman; and Mrs. Iael Lukower – Secretary.

4. Agenda: To deliberate on (i) the execution, as well as the terms and conditions, of the 9th (ninth) issuance of simple, non-convertible debentures, of the unsecured kind, in a single series, by the Company ("Issuance" and "Debentures", respectively), under the terms of Law No. 6.404, of December 15, 1976, as amended ("Corporation Law"), and the public offering for distribution under the automatic registration procedure of the Debentures, under the terms of Law No. 6.385, of December 7, 1976, as amended ("Securities Market Law"), of the Resolution of the Securities and Exchange Commission ("CVM") No. 160, of July 13, 2022, as amended ("CVM Resolution 160"), and other applicable legal and regulatory provisions ("Offer"); (ii) the authorization to the Company's Board of Directors, and/or its attorneys, to perform all necessary acts for the execution of the Issuance and the Offer, including, but not limited to: (ii.a) hiring financial institutions to intermediate and coordinate the Offer, as well as other service providers related to the execution of the Issuance and the Offer; and (ii.b) negotiation and signing of the instruments (including, but not limited to, any amendments, terminations, notifications, powers of attorney) necessary for the execution of the Issuance and the Offer; and (iii) the ratification of all acts already taken, related to the above resolutions.

5. Resolutions taken unanimously and without any reservations, based on the supporting documents that are filed at the Company's headquarters, having authorized the drafting of this minute in summary form:

5.1. To approve the execution of the Issuance and the Offer, with the following main characteristics and conditions, which will be detailed and regulated by the debenture issuance deed ("Debenture Issuance Deed"):

5.1.1. Allocation of Resources: The net resources obtained by the Company from the Issuance will be used for the ordinary management of the Company's business, including cash reinforcement and/or working capital.

5.1.2. Placement: The Debentures will be subject to a public offering of distribution, under the terms of the Securities Market Law, CVM Resolution 160, and other applicable legal and

regulatory provisions, and the debenture distribution contract ("Distribution Contract"), with the intermediation of financial institutions that are part of the securities distribution system ("Coordinators"), under the firm guarantee placement regime, with respect to the entirety of the Debentures, observing the proportions defined in the Distribution Contract, carried out following the automatic registration procedure for public offerings of securities distribution, exclusively to professional investors, as defined in article 11 of CVM Resolution No. 30, of May 11, 2021, as amended ("Professional Investors"). There will be no preference for the subscription of Debentures by the Company's shareholders, and no discount will be granted by the Coordinators to Professional Investors interested in acquiring the Debentures, considering the possibility of a premium or discount on the subscription price, being certain that, if applicable, the premium or discount, as the case may be, will be the same for all Debentures, on each Settlement Date (as defined below).

5.1.3. Collection of Investment Intentions: The investment intention collection procedure will be adopted, organized by the Coordinators, without minimum or maximum lots, for verification and definition with the Company, observing the provisions of article 61, paragraphs 2nd and 4th, and article 62, sole paragraph, of CVM Resolution 160, of the Remuneration of the Debentures, observing the limit provided for in the Debenture Issuance Deed ("Bookbuilding Procedure"). The result of the Bookbuilding Procedure will be (i) ratified by means of an amendment to the Debenture Issuance Deed, to be executed prior to the First Settlement Date (as defined below) ("Amendment to the Debenture Issuance Deed"), and (ii) disclosed through the market announcement, in the same means as the Market Notice (as defined in the Debenture Issuance Deed). The Amendment to the Debenture Issuance Deed may be executed without the need for additional corporate resolution by the Company or approval by the Debenture Holders (as defined in the Debenture Issuance Deed) in a general meeting, under the terms of the Debenture Issuance Deed.

5.1.4. Subscription Period: Respecting (i) the fulfillment of the requirements and registrations referred to in the Debenture Issuance Deed; (ii) the granting of the Offer registration by the CVM; and (iii) the disclosure of the Start Announcement (as defined in the Debenture Issuance Deed), the Debentures will be subscribed, at any time, within 180 (one hundred and eighty) days from the date of disclosure of the Start Announcement.

5.1.5. Subscription Price and Form of Settlement: The Debentures will be subscribed and settled in cash, in national currency, at the time of subscription ("Settlement Date"), by their Unit Nominal Value (as defined below), in accordance with the settlement rules applicable to B3 S.A. – Brasil, Bolsa, Balcão – Balcão B3 ("B3 – OTC Segment B3"). Should any Debenture be settled on a date different and subsequent to the first Settlement Date ("First Settlement Date"), the settlement shall consider its Unit Nominal Value plus the respective Remuneration (as defined below), calculated on a *pro rata temporis* basis from the First Settlement Date ("Date of Commencement of Profitability") until the date of its actual settlement. The Debentures may also, as the case may be, be issued at a premium or discount on any Subscription Date, if previously agreed between the Company and the Coordinators, provided that (i) it is applied equally to all Debentures subscribed and paid in on the same Subscription Date, and (ii) there is no change in the Company's total costs (all-in costs) related to the Issuance, including, but not limited to, the Remuneration. The premium or discount, as the case may be, will be applied upon the occurrence of one or more objective market conditions, including but not limited to the following conditions: (a) change in the SELIC rate; (b) change in the interest rates of national treasury bonds; (c) material change in the indicative trading rates of fixed-income securities (debentures, CRIs, CRAs) disclosed by ANBIMA, or (d) material change in the DI vs. fixed-rate yield curve, constructed from the settlement prices of the one-day interbank deposit futures contract maturities, traded on B3.

5.1.6. Negotiation: The Debentures will be deposited in the secondary market through CETIP21 – Securities and Financial Assets, administered and operated by B3 – OTC Segment B3, with the negotiations financially settled through B3 – OTC Segment B3 and the Debentures electronically custodied at B3 – OTC Segment B3. The Debentures may only be traded in the regulated securities markets (i) among Professional Investors, freely, at any time from the financial settlement of the Debentures; (ii) among Qualified Investors (as defined in the Debenture Issuance Deed), after three (3) months from the date of disclosure of the Closing Announcement (as defined in the Debenture Issuance Deed); and (iii) to the general investing public after six (6) months from the date of disclosure of the Closing Announcement. Such restrictions shall no longer apply if the Company obtains the registration referred to in article 21 of the Securities Market Law and conducts a subsequent offer of the same security object of the Offer intended for the general investing public and subject to the ordinary registration procedure.

5.1.7. Issuance Number: The Debentures represent the 9th (ninth) issuance of debentures by the Company.

5.1.8. Total Issuance Value: The total value of the Issuance will be R\$ 1,700,000,000.00 (one billion and seven hundred million reais) on the Issuance Date ("Total Value of the Issuance").

5.1.9. Quantity: 1,700,000 (one million and seven hundred thousand) Debentures will be issued.

5.1.10. Unit Nominal Value: The Debentures will have a unit nominal value of R\$ 1,000.00 (one thousand reais) on the Issuance Date ("Unit Nominal Value").

5.1.11. Series: The Issuance will be carried out in a single series.

5.1.12. Form, Type, and Proof of Ownership: The Debentures will be issued in registered, book-entry form, without the issuance of warrants or certificates, and for all legal purposes, the ownership of the Debentures will be evidenced by the statement issued by the registrar, and, additionally, with respect to the Debentures that are electronically custodied at B3 – OTC Segment B3, as the case may be, a statement will be issued by it in the name of the Debenture Holder, which will serve as proof of ownership of such Debentures.

5.1.13. Convertibility: The Debentures will not be convertible into shares issued by the Company.

5.1.14. Type: The Debentures will be of the unsecured kind, under the terms of article 58 of the Corporation Law, without guarantee and without preference, therefore not conferring any special or general privilege to their holders.

5.1.15. Issuance Date: For all legal effects, the issuance date of the Debentures will be the date to be provided in the Debenture Issuance Deed ("Issuance Date").

5.1.16. Term and Maturity Date: Subject to the provisions of the Debenture Issuance Deed, the Debentures will have a maturity term of 6 (six) years, counted from the Issuance Date ("Maturity Date").

5.1.17. Amortization of the Unit Nominal Value Balance: The balance of the Unit Nominal Value of the Debentures will be amortized in two (2) consecutive annual installments, according to dates and percentages to be provided in the Debenture Issuance Deed (each, an "Amortization Date").

5.1.18. Remuneration: The Unit Nominal Value of the Debentures will not be monetarily updated. The Unit Nominal Value of the Debentures will bear remuneratory interest

corresponding to the accumulated variation of 100% (one hundred percent) of the DI Rate, plus a certain spread (surcharge) to be defined according to the Bookbuilding Procedure and limited to 0.53% (fifty-three hundredths percent) per annum, on a 252 (two hundred and fifty-two) Business Days basis, calculated in an exponential and cumulative manner pro rata temporis for the elapsed Business Days, from the Date of Commencement of Profitability or the immediately preceding Remuneration Payment Date, as the case may be, until the effective payment date ("Remuneration"). Notwithstanding payments due to any early maturity of the obligations arising from the Debentures or total optional early redemption under the terms provided in the Debenture Issuance Deed, the Remuneration will be paid in semiannual installments, starting from the Issuance Date, according to dates to be provided in the Debenture Issuance Deed (each of these dates, a "Remuneration Payment Date"). The Remuneration will be calculated according to the formula to be provided in the Debenture Issuance Deed.

5.1.19. Scheduled Renegotiation: There will be no scheduled renegotiation of the Debentures.

5.1.20. Total Optional Early Redemption: The Company may, at its sole discretion, from the first business day following the 18th (eighteenth) month (inclusive) from the Issuance Date, carry out the total optional early redemption of the Debentures ("Total Optional Early Redemption"), with partial optional redemption being prohibited. Upon Total Optional Early Redemption, the amount due by the Company will be equivalent to (a) the Unit Nominal Value of the Debentures to be redeemed, plus (b) the Remuneration and other charges due and unpaid until the date of the Total Optional Early Redemption, calculated pro rata temporis from the Date of Commencement of Profitability, or the immediately preceding Remuneration Payment Date, as the case may be, until the effective date of the Total Optional Early Redemption, and (c) a premium equivalent to 0.15% (fifteen hundredths of a percent) per year, pro rata temporis, on a 252 (two hundred and fifty-two) Business Days basis, considering the average remaining term for the payment of the non-amortized Unit Nominal Value, incident on (a), according to the formula to be provided in the Debenture Issuance Deed.

5.1.21. Extraordinary Amortization: The Company may, at its sole discretion, from the first business day following the 18th (eighteenth) month (inclusive) from the Issuance Date, carry out the partial optional extraordinary amortization of the Debentures ("Partial Extraordinary Amortization"). Upon Partial Extraordinary Amortization, the amount due by the Company will be equivalent to (a) the portion of the Unit Nominal Value (or the balance of the Unit Nominal Value) of the Debentures to be amortized, plus (b) the proportional Remuneration, and other charges due and unpaid until the date of the Partial Extraordinary Amortization, calculated pro rata temporis from the Date of Commencement of Profitability, or the previous Remuneration Payment Date, as the case may be, up to the effective date of the Partial Extraordinary Amortization, levied on the portion of the Unit Par Value (or the balance of the Unit Par Value) of the Debentures to be amortized, and (c) a premium equivalent to 0.15% (fifteen hundredths of a percent) per annum, pro rata temporis, on a 252 (two hundred and fifty-two) Business Days basis, considering the average remaining term of payment of the non-amortized Unit Nominal Value, incident on (a), according to the formula to be provided in the Debenture Issuance Deed.

5.1.22. Offer of Early Redemption: The Company may, at its sole discretion, at any time, make an optional offer of early redemption, total or partial, of the Debentures, with the consequent cancellation of such Debentures, which will be addressed to all Debenture Holders, without distinction, ensuring equal conditions to all Debenture Holders to accept the early redemption of the Debentures they hold, according to the terms and conditions to be provided in the Debenture Issuance Deed, and a premium may be offered.

5.1.23. Optional Acquisition: Subject to the provisions of CVM Resolution No. 77, dated March 29, 2022, the Company may, at any time, acquire Debentures, observing the provisions of article 55, paragraph 3, of the Corporation Law, provided it observes any rules issued by the CVM and, furthermore, subject to the acceptance of the selling Debenture Holder, such fact, if required by applicable provisions and regulations, must be included in the management report and financial statements of the Company. The Debentures acquired by the Company according to the terms established herein may, at the Company's discretion, be canceled, remain in the Company's treasury, or be placed on the market again, observing the restrictions imposed by CVM Resolution 160. The Debentures acquired by the Company for remaining in treasury, if and when re-placed in the market, will be entitled to the same Remuneration applicable to the other Debentures.

5.1.24. Early Maturity: Subject to the terms and conditions to be provided in the Debenture Issuance Deed, the trustee of the Debentures ("Trustee") must declare the obligations arising from the Debentures to be prematurely due and demand immediate payment by the Company, outside the scope of B3 – OTC Segment B3, of the balance of the Unit Nominal Value of the Debentures, plus the Remuneration, calculated pro rata temporis from the First Settlement Date or the immediately preceding Remuneration Payment Date, as the case may be, until the date of the effective payment, without prejudice, where applicable, to the Moratory Charges (as defined below), in the event of any of the default events to be provided in the Debenture Issuance Deed.

5.1.25. Moratory Charges: Without prejudice to the Remuneration of the Debentures, in the event of delinquency in the payment of any amount due by the Company to the Debenture Holders under the terms of the Debenture Issuance Deed, in addition to the payment of the Remuneration, calculated pro rata temporis from the First Settlement Date or the immediately preceding Remuneration Payment Date, as the case may be, until the date of the effective payment, on all and any overdue amounts, regardless of notice, notification, or judicial or extrajudicial demand, (i) default interest of 1% (one percent) per month or fraction thereof, calculated pro rata temporis, from the date of default until the date of effective payment; and (ii) a non-compensatory late fee of 2% (two percent) ("Moratory Charges").

5.1.26. Unbundling: The Debentures shall not be subject to unbundling and shall confer upon their holders the same rights, under the terms of article 59, item IX of the Corporation Law.

5.1.27. Other Characteristics: The other characteristics of the Debentures and the Offer will be described in the Debenture Issuance Deed and in the other relevant documents.

5.2. Authorize the Company's Board of Directors, and/or its attorneys, to, subject to the conditions described above, perform all necessary acts for the execution of the Issuance and the Offer, including: (a) hiring the Coordinators, as well as other service providers related to the execution of the Issuance and the Offer, including with respect to the hiring of the distribution and negotiation systems of the Debentures in the primary and secondary markets, the Trustee of the Debentures, legal advisors, the risk rating agency, the registrar, and the settlement bank of the Debentures, fixing their respective fees, as applicable, and for this purpose, negotiate and sign the respective contracts; and (b) negotiation and signing of all instruments (including, but not limited to, any amendments, terminations, notifications, powers of attorney) necessary for the execution of the Issuance and the Offer, including the Debenture Issuance Deed, the Amendment to the Debenture Issuance Deed, and the Distribution Contract and all its respective terms (including the hypotheses of early maturity of the Debentures). It was authorized, with the abstention of the Independent Directors who have a connection with the holders of Access Authorization, that the financial institutions to which the referred directors are linked may be consulted and possibly hired to coordinate the Issuance.

5.3. Ratify all acts already performed related to the resolutions of items 5.1 and 5.2 above.

6. Closure: With no further matters to address, these minutes were drafted for approval and signature by all present Directors. São Paulo, October 21, 2024. Aa. Antonio Carlos Quintella, Ana Dolores Moura Carneiro de Novaes, Caio Ibrahim David, Claudia de Souza Ferris, Claudia Farkouh Prado, Cristina Anne Betts, Florian Bartunek, Guilherme Affonso Ferreira, Mauricio Machado de Minas, Pedro Paulo Giubbina Lorenzini and Rodrigo Guedes Xavier.

This is a faithful copy of the minutes that are part of the appropriate book, under the terms of paragraph 3 of article 130 of the Corporation Law.

Antonio Carlos Quintella
Chairman

Iael Lukower
Secretary