6ª ALTERAÇÃO E CONSOLIDAÇÃO DO CONTRATO SOCIAL DA PAYJOY TECNOLOGIA E SERVIÇOS FINANCEIROS LTDA.

CNPJ: Nº 41.069.116/0001-64
NIRE 35.236.924.426

Pelo presente instrumento particular,

(i) PAYJOY PANAMA INC (atual denominação da ADELANTOS CAPITAL CORP), sociedade devidamente organizada e existente de acordo com as leis da República do Panamá, com sede na Torre Plaza Banco General, Piso Quinze, Cidade do Panamá, Panamá, inscrita no Cadastro Nacional de Pessoa Jurídica do Ministério da Fazenda ("CNPJ") sob o n.º 40.193.244/0001-52, neste ato representada por seu procurador, **MARCO ANTÔNIO JUNQUEIRA DE ARANTES**, brasileiro, solteiro, advogado, inscrito no Cadastro de Pessoas Físicas do Ministério da Fazenda ("CPF") sob o nº 047.892.039-30 e na OAB/SP sob o nº 442.860; residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, com escritório na Alameda Santos, 2300, 3º andar, CEP 01418-200 ("Marco Antônio"); e

(ii) PAYJOY INC., sociedade devidamente organizada e existente de acordo com as leis do Estado de Delaware, Estados Unidos da América, com sede na 1811 Silverside Road, Wilmington, New Castel, Delaware, inscrita no CNPJ sob o n.º 41.394.569/0001-66, neste ato representada por seu procurador **WAGNER MENDONÇA**, brasileiro, casado, engenheiro, portador da cédula de Identidade RG nº 94.731.287 SSP/SP, inscrito no Cadastro de Pessoas Físicas (CPF) sob o nº 101.624.198-48, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, com endereço comercial na Alameda Santos, 2300, 3º andar, CEP 01418-200;

Sócios da **PAYJOY TECNOLOGIA E SERVIÇOS FINANCEIROS LTDA.**, sociedade empresária limitada, com sede na Cidade de São Paulo, Estado de São

6th AMENDMENT AND CONSOLIDATION OF THE ARTICLES OF ORGANIZATION OF PAYJOY TECNOLOGIA E SERVIÇOS FINANCEIROS LTDA.

CNPJ: Nº 41.069.116/0001-64
NIRE 35.236.924.426

By this private instrument,

(i) PAYJOY PANAMA INC (current business name of ADELANTOS CAPITAL CORP), a company duly organized and existing under the laws of the Republic of Panama, headquartered in Torre Plaza Banco General, Piso Quinze, City of Panama, Panama, enrolled in the National Register of Legal Entities of the Brazilian Ministry of Finance ("CNPJ") under No. 40.193.244/0001-52, herein represented by its attorney-in-fact, **MARCO ANTÔNIO JUNQUEIRA DE ARANTES**, Brazilian, single, lawyer, enrolled in the Ministry of Finance Individual Taxpayer Registry ("CPF") No. 047.892.039-30 and in the OAB/SP under the No. 442.860, resident and domiciled in the City of São Paulo, State of São Paulo, with office at Alameda Santos, 2300, 3rd floor, ZIP CODE 01418-200 ("Marco Antônio"); and

(ii) PAYJOY INC., a company duly organized and existing under the laws of the State of Delaware, United States of America, headquartered at 1811 Silverside Road, Wilmington, New Castle, Delaware, enrolled in the CNPJ under No. 41.394.569/0001-66, herein represented by its attorney-in-fact **WAGNER MENDONÇA**, Brazilian citizen, married, engineer, bearer of the identity card RG No. 94.731.287 SSP/SP, enrolled in the Individual Taxpayers Register (CPF) under No 101 624 198 48, resident and domiciled in the City of São Paulo, State of São Paulo, with commercial address at Alameda Santos, 2.300, 3rd floor, ZIP CODE 01418-200;

Quotaholders of **PAYJOY TECNOLOGIA E SERVIÇOS FINANCEIROS LTDA.**, a limited liability company, headquartered in the City of São Paulo, State of São

Paulo, na Alameda Santos, 2.300, conjunto 11, Cerqueira César, CEP 01418- 200, inscrita no CNPJ sob o nº 41.069.116/0001-64, com seus atos constitutivos arquivados na Junta Comercial do Estado de São Paulo ("JUCESP") sob o NIRE 35.236.924.426 ("Sociedade").

Paulo, at Alameda Santos, 2,300, conjunto 11, Cerqueira César ZIP CODE 01418-200, enrolled with the CNPJ under No. 41.069.116/0001-64, with its Articles of Organization registered with the Commercial Registry of the State of São Paulo ("JUCESP") under NIRE 35.236.924.426 ("Company").

RESOLVEM, nesse ato, aprovar, sem quaisquer ressalvas, as matérias abaixo relativas à alteração do objeto social da Sociedade e à consequente alteração do Contrato Social da Sociedade.

DECIDE, in this act, to approve, without reservations, the matters below relating to the amendment of the corporate purpose of the Company and the consequent amendment of the Articles of Association of the Company.

1. ALTERAÇÃO DO ENDEREÇO

1. CHANGE OF CORPORATE ADDRESS

1.1. Os sócios decidem alterar o endereço da sede social da Sociedade, de forma que a Cláusula 3ª do Contrato Social da Sociedade passa a vigorar com a seguinte redação:

> "***Clausula 3ª.*** *A Sociedade tem sede na Cidade de São, Paulo Estado de São Paulo, na Alameda Santos, 2.300, 3º andar, conjunto 32 – parte, Cerqueira Cesar, CEP 01418-200."*

1.1. The quotaholders decide to change the Company's headquarters address, with the result that Article 3 of the Articles of Association of the Company shall hereinafter read as follows:

> "***Article 3.*** *The Company is headquartered in the City of São Paulo, State of São Paulo, at Alameda Santos, 2.300, 3º andar, conjunto 32 – parte, Cerqueira Cesar, ZIP CODE 01418-200."*

2. ALTERAÇÃO DO OBJETO SOCIAL

2. CHANGE OF CORPORATE PURPOSE

2.1. Os sócios decidem alterar o objeto social da Sociedade, de forma que a Cláusula 5ª do Contrato Social da Sociedade passa a vigorar com a seguinte redação:

"Cláusula 5ª – A Sociedade tem por objeto as seguintes atividades:

(i) Assinatura, locação ou disponibilização de aparelhos eletrônicos, incluindo aparelhos de telefonia móvel, smartphones, tablets, com ou sem software embarcado para gestão remota; prestação de serviços de suporte técnico, manutenção, atualização e substituição programada de equipamentos; o desenvolvimento, licenciamento e integração de softwares e aplicativos voltados à gestão de dispositivos

2.1. The quotaholders decide to change the corporate purpose of the Company, with the result that Article 5 of the Articles of Association of the Company shall hereinafter read as follows:

"Article 5 – The Company is engaged in:

(i) Subscription, leasing or provision of electronic devices, including mobile phones, smartphones, tablets, with or without embedded software for remote management; services of technical support, maintenance, upgrading and services related to the scheduled replacement of equipment; development, licensing and integration of software and applications aimed at mobile device management (MDM/EMM); commercialization,

móveis (MDM/EMM); a comercialização, importação e exportação de aparelhos eletrônicos novos ou usados, peças, acessórios e periféricos; e a realização de quaisquer atividades correlatas, complementares ou acessórias às finalidades acima;

import and export of new or used electronic devices, parts, accessories and peripherals; and the performance of any related, complementary or ancillary activities to the activities described above;

(ii) recepção e encaminhamento de propostas referentes a operações de crédito e de arrendamento mercantil de concessão de instituição financeira, na qualidade de correspondente bancário, nos termos da Resolução CMN nº 3.954, de 24 de fevereiro de 2011 ("Resolução nº 3.954/11") e regulação aplicável do Banco Central do Brasil – BACEN, bem como outros serviços para o acompanhamento das operações, incluindo a realização de recebimentos e pagamentos de qualquer natureza, e outras atividades decorrentes da execução de contratos e convênios de prestação de serviços mantidos pela instituição financeira com terceiros, e execução ativa e passiva de ordens de pagamento cursadas por intermédio da instituição financeira com terceiros;

(ii) receiving and forwarding proposals regarding credit and leasing operations granted by financial institutions, in the capacity of bank correspondent, pursuant to CMN Resolution No. 3,954, of February 24, 2011 ("Resolution 3.954/11") and applicable regulations of the Central Bank of Brazil – BACEN, as well as other services for monitoring operations, including the execution of receipts and payments of any nature, and other activities arising from the execution of contracts and agreements to provide services maintained by the financial institution with third parties, and active and passive execution of payment orders conducted through the financial institution with third parties;

(iii) atividades pertinentes ou correlatas às mencionadas no item (i) acima, incluindo, mas não se limitando, veiculação de publicidade, desenvolvimento e intermediação de negócios relativos à atividade de correspondente bancário, bem como as demais atividades previstas na Resolução nº 3.954/11 aplicáveis aos correspondentes bancários;

(iii) activities pertinent or correlated to those mentioned in item (i) above, including, but not limited to, publicity, development and intermediation of businesses related to the correspondent banking activity, as well as the other activities set forth in Resolution No. 3,954/11 applicable to correspondent banks;

(iv) desenvolvimento de projetos, operações e/ou parcerias que visem a realização de negócios em ambiente virtual;

(iv) development of projects, operations and/or partnerships that aim at doing business in a virtual environment;

(v) disponibilização de meios digitais de transmissão de informações;

(v) availability of digital means for the transmission of information;

(vi) a aquisição de quaisquer carteiras, portfólios e/ou direitos creditórios oriundos de operações de empréstimos realizadas por instituições financeiras;

(vi) acquisition of any portfolios and/or credit rights arising from loan transactions carried out by financial institutions;

(vii) as atividades de cobrança, a compilação, a manutenção e o gerenciamento de informações de

(vii) activities relating to collection, compilation, maintenance, and management of information in

cadastro, crédito, investimento e capacidade de endividamento sobre pessoas físicas e jurídicas;

(viii) o fornecimento de tecnologias e serviços para o tratamento e verificação cruzada de dados;

(ix) a avaliação de risco de crédito; e

(x) a participação no capital social de outras sociedades de qualquer natureza, como sócia, acionista ou quotista, no País ou no exterior."

(xi) Gestão, administração e operacionalização de meios de pagamento, inclusive cartões de pagamento físicos ou digitais, próprios ou de terceiros, realizados por intermédio de instituições devidamente autorizadas pelos órgãos reguladores competentes, no âmbito de arranjos de pagamento, bem como a prestação de serviços tecnológicos, operacionais, de integração, suporte e demais atividades acessórias e correlatas necessárias à viabilização de tais soluções.

connection with registration, credit, investment and debt capacity about individuals and legal entities;

(viii) provision of technologies and services for the processing and cross-checking of data;

(ix) credit risk assessment; and

(x) participation of other companies of any nature in corporate capital, as partner, shareholder or quotaholder, in Brazil or abroad."

(xi) The management, administration, and operation of payment instruments, including physical or digital payment cards, whether proprietary or issued by third parties, carried out through institutions duly authorized by the competent regulatory authorities, within the scope of payment arrangements, as well as the provision of related technological, operational, integration, support, and other ancillary and related services necessary to enable such solutions.

3. ALTERAÇÃO E CONSOLIDAÇÃO DO CONTRATO SOCIAL DA SOCIEDADE

3.1. Em vista da deliberação acima, os sócios decidiram consolidar o Contrato Social da Sociedade, o qual passa a vigorar com seguinte nova redação:

3. AMENDMENT AND CONSOLIDATION OF THE ARTICLES OF ASSOCIATION OF THE COMPANY

3.1. Due to the above decision, the quotaholders resolve that the Articles of Association of the Company must hereinafter be read as:

Contrato Social

CONTRATO SOCIAL DA PAYJOY TECNOLOGIA E SERVIÇOS FINANCEIROS LTDA.

Capítulo I

DENOMINAÇÃO, REGÊNCIA, SEDE E PRAZO DE DURAÇÃO

Cláusula 1ª. A Sociedade e constituída sob a forma de sociedade empresária limitada unipessoal nos termos

Articles of Association

ARTICLES OF ORGANIZATION OF PAYJOY TECNOLOGIA E SERVIÇOS FINANCEIROS LTDA.

Chapter I

NAME, GOVERNANCE, HEADQUARTERS AND PERIOD

Article 1. The Company is incorporated under the form of limited liability company, pursuant to do art. 1 052, § 1° do Lei n.° 104.06, de 10 de janeiro de 2002 conforme alterada ("Código Civil") e girará sob a denominação social de PayJoy Tecnologia e Serviços Financeiros Ltda. ("Sociedade").

paragraph 2 of article 1.052 of Law No 10.406, of January 10, 2002, as amended ("Código Civil") and the Company's name is PayJoy Tecnologia Serviços Financeiros Ltda. ("Sociedade").

Cláusula 2ª. A Sociedade rege se pelas disposições deste Contrato Social, do Código Civil, em especial pelo Capítulo IV do Subtítulo II do Livro II "Do Direito de Empresa" e, em suas omissões, pela Lei nº6.404, de 15 de dezembro de 1976, conforme alterada ("Lei das Sociedades por Ações").

Article 2. The Company is governed by the provisions of this Articles of Organization, the Civil Code, in particular by Book II "Corporate Law", Subtitle II, Chapter IV and, in its omissions, by Law No. 6,404, of December 15, 1976, as amended ('Brazilian Corporate Law").

Clausula 3ª. A Sociedade tem sede na Cidade de São, Paulo Estado de São Paulo, na Alameda Santos, 2.300, 3° andar, conjunto 32 – parte, Cerqueira Cesar, CEP 01418-200.

Article 3. The Company is headquartered in the City of São Paulo, State of São Paulo, at Alameda Santos, 2.300, 3° andar, conjunto 32 – parte, Cerqueira Cesar, ZIP CODE 01418-200.

Parágrafo Único A Sociedade poderá, a critério e por deliberação dos sócios representando a maioria do capital social abrir instalar e extinguir filiais agências, escritórios em qualquer ponto do território nacional ou no exterior.

Sole Paragraph. The Company shall, at the discretion deliberation of the quotaholders that represent the majority of corporate capital, open, establish, and close branches, agencies, offices in any part of the national territory or abroad.

Cláusula 4ª. A Sociedade tem prazo de duração indeterminado.

Article 4. The Company is established for an indefinite period.

Capítulo II

OBJETO

Cláusula 5ª – A Sociedade tem por objeto as seguintes atividades:

(i) assinatura, locação ou disponibilização de aparelhos eletrônicos, incluindo aparelhos de telefonia móvel, *smartfones*, tablets, com ou sem software embarcado para gestão remota; prestação de serviços de suporte técnico, manutenção, atualização e substituição programada de equipamentos; o desenvolvimento, licenciamento e integração de softwares e aplicativos voltados à gestão de dispositivos móveis (MDM/EMM); a comercialização, importação e exportação de

Chapter II

CORPORATE PURPOSE

Article 5 – The Company is engaged in:

(i) subscription, leasing or provision of electronic devices, including mobile phones, smartphones, tablets, with or without embedded software for remote management; services of technical support, maintenance, upgrading and services related to the scheduled replacement of equipment; development, licensing and integration of software and applications aimed at mobile device management (MDM/EMM); commercialization, import and export of new or used electronic devices, parts, accessories and peripherals;

aparelhos eletrônicos novos ou usados, peças, acessórios e periféricos; e a realização de quaisquer atividades correlatas, complementares ou acessórias às finalidades acima;

and the performance of any related, complementary or ancillary activities to the activities described above;

(ii) recepção e encaminhamento de propostas referentes a operações de crédito e de arrendamento mercantil de concessão de instituição financeira, na qualidade de correspondente bancário, nos termos da Resolução CMN nº 3.954, de 24 de fevereiro de 2011 ("Resolução nº 3.954/11") e regulação aplicável do Banco Central do Brasil – BACEN, bem como outros serviços para o acompanhamento das operações, incluindo a realização de recebimentos e pagamentos de qualquer natureza, e outras atividades decorrentes da execução de contratos e convênios de prestação de serviços mantidos pela instituição financeira com terceiros, e execução ativa e passiva de ordens de pagamento cursadas por intermédio da instituição financeira com terceiros;

(ii) receiving and forwarding proposals regarding credit and leasing operations granted by financial institutions, in the capacity of bank correspondent, pursuant to CMN Resolution No. 3,954, of February 24, 2011 ("Resolution 3.954/11") and applicable regulations of the Central Bank of Brazil – BACEN, as well as other services for monitoring operations, including the execution of receipts and payments of any nature, and other activities arising from the execution of contracts and agreements to provide services maintained by the financial institution with third parties, and active and passive execution of payment orders conducted through the financial institution with third parties;

(iii) atividades pertinentes ou correlatas às mencionadas no item (i) acima, incluindo, mas não se limitando, veiculação de publicidade, desenvolvimento e intermediação de negócios relativos à atividade de correspondente bancário, bem como as demais atividades previstas na Resolução nº 3.954/11 aplicáveis aos correspondentes bancários;

(iii) activities pertinent or correlated to those mentioned in item (i) above, including, but not limited to, publicity, development and intermediation of businesses related to the correspondent banking activity, as well as the other activities set forth in Resolution No. 3,954/11 applicable to correspondent banks;

(iv) desenvolvimento de projetos, operações e/ou parcerias que visem a realização de negócios em ambiente virtual;

(iv) development of projects, operations and/or partnerships that aim at doing business in a virtual environment;

(v) disponibilização de meios digitais de transmissão de informações;

(v) availability of digital means for the transmission of information;

(vi) a aquisição de quaisquer carteiras, portfólios e/ou direitos creditórios oriundos de operações de empréstimos realizadas por instituições financeiras;

(vi) acquisition of any portfolios and/or credit rights arising from loan transactions carried out by financial institutions;

(vii) as atividades de cobrança, a compilação, a manutenção e o gerenciamento de informações de cadastro, crédito, investimento e capacidade de

(vii) activities relating to collection, compilation, maintenance, and management of information in connection with registration, credit, investment and endividamento sobre pessoas físicas e jurídicas;

(viii) o fornecimento de tecnologias e serviços para o tratamento e verificação cruzada de dados;

(ix) a avaliação de risco de crédito; e

(x) a participação no capital social de outras sociedades de qualquer natureza, como sócia, acionista ou quotista, no País ou no exterior.

(xi) Gestão, administração e operacionalização de meios de pagamento, inclusive cartões de pagamento físicos ou digitais, próprios ou de terceiros, realizados por intermédio de instituições devidamente autorizadas pelos órgãos reguladores competentes, no âmbito de arranjos de pagamento, bem como a prestação de serviços tecnológicos, operacionais, de integração, suporte e demais atividades acessórias e correlatas necessárias à viabilização de tais soluções.

debt capacity about individuals and legal entities;

(viii) provision of technologies and services for the processing and cross-checking of data;

(ix) credit risk assessment; and

(x) participation of other companies of any nature in corporate capital, as partner, shareholder or quotaholder, in Brazil or abroad.

(xi) The management, administration, and operation of payment instruments, including physical or digital payment cards, whether proprietary or issued by third parties, carried out through institutions duly authorized by the competent regulatory authorities, within the scope of payment arrangements, as well as the provision of related technological, operational, integration, support, and other ancillary and related services necessary to enable such solutions.

Capítulo II

CAPITAL SOCIAL

Cláusula 6ª. O capital social, totalmente subscrito integralizado, é de R$ 24.521.000,00 (vinte quatro milhões, quinhentos vinte um mil Reais), dividido em 24.521.000 (vinte quatro milhões, quinhentas e vinte uma mil) quotas idênticas, no valor nominal de R$ 1,00 (um Real) cada, distribuídas entre os sócios da seguinte maneira:

Sócios	Quotas	Valor (R$)	%
PayJoy Inc.	14.520.000	14.520.000,00	59,21
PayJoy Parana Inc	10.001.000	10.001.000,00	40,79
Total	24.521.000	24.521.000,00	100

Parágrafo Primeiro. A responsabilidade dos sócios é restrita ao valor de suas quotas.

Chapter III

CORPORATE CAPITAL

Article 6. The corporate capital, fully subscribed and paid, in is R$ 24,521,000.00 (twenty-four million, five hundred and twenty-one Brazilian reais), divided into 24,521,000 (twenty-four million, five hundred and twenty-one Brazilian reais) identical quotas with a par value of R$ 1.00 (one Brazilian Real) each, divided between the quotaholders as follows:

Quotaholders	Quotas	Value (R$)	%
PayJoy Inc.	14.520.000	14.520.000,00	59,21
PayJoy Parana Inc	10.001.000	10.001.000,00	40,79
Total	24.521.000	24.521.000,00	100

Paragraph One. The quotaholders liability is limited to the amount of the quotas held thereby in the corporate capital.

Parágrafo Segundo. As quotas são indivisíveis, sendo que a Sociedade somente reconhecerá um possuidor para cada quota.

Paragraph Two. The quotas are indivisible. The Company shall acknowledge only one holder per quota.

Parágrafo Terceiro. Cada quota confere aos sócios direito a 1 (um) voto nas deliberações sociais.

Paragraph Three. Each quota shall carry one (1) vote in corporate resolutions.

Capítulo IV

DELIBERAÇÕES SOCIAIS

Chapter IV

QUOTAHOLDERS'S RESOLUTIONS

Cláusula 7ª. Os seguintes atos deverão ser previamente aprovados pelos sócios:

(a) constituição de qualquer subsidiária controlada, direta ou indiretamente, pela Sociedade;

(b) celebração de qualquer acordo, contrato ou transação com qualquer membro da administração, sócio ou qualquer subsidiária da Sociedade (cada um, uma "parte relacionada") ou a rescisão, aditamento substancial ou consentimento em relação a qualquer acordo celebrado entre a Sociedade e uma parte relacionada;

(c) concessão de avais, fianças ou outras garantias em benefício de terceiros ou dos próprios sócios, bem como compra, venda ou oneração de bens imóveis;

(d) aprovação ou consumação de qualquer cisão, incorporação (incluindo incorporação de ações) ou fusão da Sociedade, ou qualquer outro tipo de reorganização societária;

(e) transformação da Sociedade em sociedade por ações;

(f) aquisição, venda, transferência, permuta ou disposição de ativos em valor superior R$ 500.000,00 (quinhentos mil Reais) (ou a celebração de qualquer acordo, contrato ou compromisso de praticar tais atos) exceto se realizado no curso normal dos

Article 7. The following acts shall be previously authorized by the quotaholders:

(a) incorporation of any subsidiary controlled, directly or indirectly by the Company;

(b) entering into any agreement, contract or transaction with any member of management, quotaholders or any subsidiary of the Company (each, a "related party") or the termination of, material amendment of or consent to any agreement entered into between the Company and related party;

(c) ranting endorsements, sureties, or other guarantees for the benefit of third parties or the quotaholders themselves, as well as purchasing, selling or encumbering real estate;

(d) approval or consummation of any spin off, merger (including merger of shares) or consolidation of the Company, or any other type of corporate reorganization;

(e) transformation of the Company into a joint-stock company;

(f) acquisition, sale, transfer, exchange or disposal of assets worth more than R$ 500,000.00 (five hundred thousand Reais) (or the execution of any agreement, contract or commitment to perform such acts), except if performed in the normal course of negócios e para consecução do objeto social da Sociedade;

business and for the achievement of the Company's corporate purpose;

(g) tomar ou conceder empréstimo, financiamentos, ou outras formas de dívida, ou qualquer mudança substancial nos termos de qualquer empréstimo, financiamento ou dívidas existentes em valor superior a R$ 500.000,00 (quinhentos mil Reais) exceto se realizado no curso normal dos negócios e para consecução do objeto social da Sociedade;

(g) taking or granting loans, financing or other forms of debt, or any substantial change in the terms of any existing loan, financing, or debt in an amount greater than R$ 500,000.00 (five hundred thousand Reais) unless made in the normal course of business and for the achievement of the Company's corporate purpose;

(h) qualquer questão legal ou regulatória relevante, incluindo questões relevantes relacionadas a autorizações regulatórias e disputas jurídicas;

(h) any relevant legal or regulatory issue, including relevant issues related to regulatory authorizations and legal disputes;

(i) aquisição de participação societária, direta ou indireta, em quaisquer outras sociedades, bem como celebrar *joint ventures* ou tipos similares de parcerias; e

(i) acquiring direct or indirect ownership interest in any other companies, as well as entering into joint ventures or similar types of partnerships; and

(j) celebração de qualquer acordo, contrato ou obrigação relacionado às questões mencionadas acima.

(j) entering into any agreement, contract or obligation related to the matters mentioned above.

Cláusula 8ª. As deliberações serão tomadas mediante aprovação de sócios representando maioria do capital social da Sociedade, exceto pelas matérias previstas na Cláusula 7ª acima, que dependerão de aprovação de sócios representando totalidade do capital social da Sociedade, ressalvadas as matérias com quórum específico previstas na legislação aplicável

Article 8. Resolutions shall be made upon approval by quotaholders representing the majority of the corporate capital of the Company except for the matters provided for in Article 7 above, which shall depend upon approval by quotaholders representing the entire corporate capital of the Company, except for matters with specific quorum provided for in applicable law.

Cláusula 9ª. As deliberações dos sócios serão sempre tomadas na forma de reunião, ou, em caso de aprovação pela totalidade dos sócios, por meio de instrumento particular, na forma do art. 1.072, § 3° do Código Civil.

Article 9. Quotaholders' deliberations shall always be taken in the form of meeting, or, in case of approval by the totality of the quotaholders, by means of private instrument, in the form of paragraph 3 of article 1,072 of the Civil Code.

Parágrafo Primeiro. A reunião será presidida e secretariada por administradores, sócios ou quaisquer outras pessoas escolhidas pelos sócios entre os

Paragraph One. The meeting will be chaired and secreted by administrators, quotaholders or any other person chosen by the quotaholders from among presentes.

those present.

Parágrafo Segundo. Dos trabalhos e deliberações será lavrada ata no livro de atas de reuniões, ata essa que deverá ser assinada pelos membros da mesa e por sócios participantes quantos bastem validade das deliberações, mas sem prejuízo dos que queiram assiná-la. Somente será levada ao registro público competente a cópia da ata ou extrato das deliberações que devam produzir efeitos perante terceiros.

Paragraph Two. Minutes of the proceedings and deliberations shall be drawn up in the meeting minutes book, which minutes shall be signed by the members of the table and by as many participating members as are sufficient for the validity of the deliberations, without prejudice to those who wish to sign them. Only the copy of the minutes or extract of the deliberations that should produce effects before third parties will be taken to the competent public registry.

Parágrafo Terceiro. Dispensam se as formalidades de convocação quando todos os sócios comparecerem ou se declararem, por escrito, cientes do local, data, hora e ordem do dia da referida reunião de sócios.

Third Paragraph. The convening formalities are not required when all members attend or declare in writing that they are aware of the place, date, time and agenda of the referred quotaholders' meeting.

Parágrafo Quarto. O quórum de instalação da reunião, em primeira convocação, será atingido com sócios representando (i) a maioria do capital social, no caso de matérias não relacionadas na Cláusula 7ª acima; (ii) totalidade do capital social, em relação às matérias previstas na Cláusula 7ª acima; e (iii)o quórum de deliberação acerca das matérias incluídas na ordem do dia, em caso de quórum superior específico previsto em lei.

Paragraph Four. The quorum for installing the meeting, on first call, shall be reached with members representing (i) the majority of the capital stock, in the case of matters not listed in Article 7 above; (ii) the totality of the capital stock, in relation to the matters provided for in Article 7 above; and (iii) the quorum for resolving on the matters included in the agenda, in the event of specific higher quorum provided for by law.

Cláusula 10ª. Será realizada reunião anual de sócios, nos 4 (quatro) meses seguintes ao término do exercício social, para tomar as contas dos administradores e deliberar sobre as demonstrações financeiras, bem como para designação de administradores se for caso.

Article 10. An annual quotaholders' meeting will be held within four (4) months following the end of the fiscal year, to take the managers accounts and deliberate on the financial statements, as well as appoint managers if necessary.

Parágrafo Primeiro. Cópias das demonstrações financeiras devem ser distribuídas aos sócios com no mínimo 30 (trinta) dias de antecedência da data da reunião anual.

Paragraph One. Copies of the financial statements must be distributed to members at least thirty (30) days prior to the date of the annual meeting.

Parágrafo Segundo. Aplicam se às reuniões anuais os procedimentos previstos na Clausula 9ª acima.

Paragraph Two. The procedures set forth in Article 9 above are applicable to annual meetings.

Capítulo V

ADMINISTRAÇÃO

Cláusula 11ª. A Sociedade será administrada por uma ou mais pessoas físicas residentes domiciliadas no País, podendo ser sócios ou não-sócios, designadas pelos sócios no próprio Contrato Social ou em ato separado, por prazo indeterminado, que atuarão sob denominação de Administradores, cujas remunerações serão fixadas por acordo entre os sócios levadas à conta de despesas gerais.

Parágrafo Primeiro. Os administradores estão dispensados de prestar caução para o exercício de suas funções.

Parágrafo Segundo. O administrador será havido como empossado na data de sua nomeação e permanecerá em seu cargo até a posse de seu sucessor, podendo ser destituído a qualquer momento por deliberação dos sócios.

Parágrafo Terceiro. Para os efeitos do disposto nesta Cláusula, a Sociedade será administrada pelo Sr **Wagner Mendonça**, brasileiro, casado, engenheiro, portador da cédula de Identidade RG nº 94.731.287 SSP/SP, inscrito no Cadastro de Pessoas Físicas (CPF) sob o nº 101.624.198-48, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, com endereço comercial na Alameda Santos, 2300, 1º andar, CEP 01418-200.

Parágrafo Quarto. O administrador, acima qualificado, declara, para os devidos fins e sob as penas da lei, que não está impedido de exercer administração da Sociedade, por lei especial, ou em virtude de condenação criminal, ou por se encontrar sob os efeitos dela, à pena que vede, ainda que temporariamente, o acesso a cargos públicos; ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato, ou contra a economia popular,

Chapter V

MANAGEMENT

Article 11. The Company shall be managed by one or more individuals resident and domiciled in the country, who may be quotaholders or non-quotaholders, designated by the quotaholders in the Articles of Association or in separate act, for an undetermined term, who shall act under the denomination of Managers, whose remunerations shall be fixed by agreement among the quotaholders and paid as general expenses.

Paragraph One. The managers are exempt from posting a bond for the exercise of their duties.

Paragraph Two. The manager shall be deemed to have taken office on the date of his or her appointment and shall remain in office until his or her successor takes office, and may be removed from office at any time by resolution of the quotaholders.

Third Paragraph. For the purposes of this Article, the Company shall be managed by Mr **Wagner Mendonça**, Brazilian citizen, married, engineer, bearer of the identity card RG No. 94.731.287 SSP/SP, enrolled in the Individual Taxpayers Register (CPF) under No 101 624 198 48, resident and domiciled in the City of São Paulo, State of São Paulo, with commercial address at Alameda Santos, 2.300, 1° andar, CEP 01418 200.

Paragraph Four. The manager, qualified above, declares, for due purposes and under the penalties of the law, that he is not impeded from exercising the management of the Company, by special law, or by virtue of criminal conviction, or for being under the effects thereof, to penalty that prohibits, even temporarily, access to public positions; or by crime of bankruptcy, malfeasance, bribery, graft, embezzlement or against the popular economy, contra o sistema financeiro nacional, contra normas de defesa da concorrência, contra as relações de consumo, fé pública, ou a propriedade.

against the national financial system, against norms of defense of competition, against consumer relations, public faith or property.

Cláusula 12ª. Compete ao administrador a gestão dos negócios sociais em geral prática, para tanto, de todos os atos necessários ou convenientes esse fim, ressalvadas as restrições indicadas neste Contrato Social, para tanto dispondo, entre outros poderes, dos necessários para (a) zelar pela observância da lei, deste Contrato Social e pelo cumprimento das deliberações dos sócios; (b) administrar, gerir e superintender os negócios sociais; (c) expedir regimentos internos, regulamentos e outras normas da mesma natureza no tocante à administração da Sociedade; e (d) praticar todos atos e assinar todos documentos que importem responsabilidade ou obrigação da Sociedade, tais como escrituras de qualquer natureza, notas promissórias, contratos de câmbio, contratos de abertura de conta outras movimentações financeiras, empréstimos, financiamentos e títulos de dívida em geral.

Article 12. It is incumbent upon the manager to manage corporate business in general and to practice, for such, all acts necessary or convenient to this end, subject to the restrictions indicated in these Bylaws and for such he/she shall have, among other powers, those necessary to (a) ensure the observance of the law, of this Articles of Organization and of the compliance with the quotaholder's resolutions (b) administer, manage and superintend the corporate business; (c) issue internal bylaws, regulations and other rules of the same nature regarding the management of the Company; and (d) practice all acts and sign all documents that import responsibility or obligation of the Company, such as deeds of any nature, promissory notes, exchange contracts, account opening contracts and other financial transactions, loans, financing and debt securities in general.

Cláusula 13ª. Sujeito às disposições das Cláusulas 7ª e 8ª acima, a representação da Sociedade perante quaisquer terceiros, em juízo e fora dele, ativa ou passivamente, será realizada pelo (i) administrador da Sociedade, individualmente; ou (ii) observado disposto no Parágrafo Único abaixo, 1 (um) procurador, devidamente constituído com poderes específicos.

Article 13. Subject to the provisions of Articles 7 and 8 above, representation of the Company before any third parties in or out of court, actively or passively, shall be performed by (i) the Company's manager, individually or (ii) observed the provisions of the Sole Paragraph below, 1 (one) attorney-in-fact, duly constituted and with specific powers.

Parágrafo Único. As procurações serão outorgadas pela Sociedade mediante assinatura do administrador, individualmente, devendo instrumento de mandato especificar os poderes conferidos bem como prazo máximo de validade, que não poderá ser superior 1 (um) ano - excetuadas as procurações outorgadas para finalidades judiciais, que poderão ser outorgadas por prazo indeterminado.

Sole Paragraph. Powers of attorney shall be granted by the Company upon the signature of the manager, individually, and the power of attorney shall specify the powers granted, as well as the maximum term of validity, which shall not exceed one (1) year, except for powers of attorney granted for judicial purposes, which may be granted for an indefinite term.

Cláusula 14ª. São expressamente vedados, sendo ineficazes e inoperantes com relação à Sociedade e

Article 14. The acts of any quotaholders, director, officer, administrator, attorney-in-fact or employee terceiros, os atos de qualquer sócio, diretor, administrador, procurador ou funcionário que envolvam a Sociedade em obrigações relativas a negócios ou operações estranhas ao objeto social, salvo mediante prévia e expressa autorização dos sócios, nos termos da Cláusula 7ª acima.

involving the Company in obligations related to businesses or operations that are foreign to the Company are expressly prohibited, being ineffective and inoperative in relation to the Company and third parties except upon prior and express authorization of the quotaholders under the terms of Article 7 above.

Capítulo VI

EXERCÍCIO SOCIAL, BALANÇO E LUCROS

Chapter VI

FISCAL YEAR, BALANCE SHEETS AND PROFITS

Cláusula 15ª. Ao término de cada exercício social, em 31 (trinta um) de dezembro, os administradores prestarão contas justificadas de sua administração, procedendo à elaboração do inventário, do balanço patrimonial e do balanço de resultado econômico.

Article 15. At the end of each fiscal year, on December 31 (thirty-one), the managers shall render justified accounts of management, preparing the inventory, the balance sheet, and the economic result balance sheet.

Parágrafo Primeiro. Os resultados apurados ao final de cada exercício social deverão ter o destino que vier a ser determinado pelos sócios. A distribuição de lucros, se houver, poderá ser feita desproporcionalmente à participação no capital social, desde que mediante aprovação de sócios representando totalidade do capital social.

Paragraph One. The results ascertained at the end of each year shall be used as determined by the quotaholders. The distribution of profits, if any, may be made disproportionately to the interest in the corporate capital, as long as it is approved by partners representing the totality of the corporate capital.

Parágrafo Segundo. A Sociedade, por deliberação dos sócios, poderá distribuir lucros à conta de lucros acumulados ou à conta de reserva de lucros existente no mais recente balanço anual.

Paragraph Two. The Company, by resolution of the quotaholders, may distribute profits to the retained earnings account or to the profit reserve account existing in the most recent annual balance sheet.

Parágrafo Terceiro. A Sociedade, por deliberação de sócios representando a maioria do capital social, poderá levantar balanços e distribuir lucros em períodos menores.

Paragraph Three. The Company by, resolution of quotaholders representing the majority of the corporate capital, may draw up balance sheets and distribute profits in shorter periods.

Capítulo VII

DISSOLUÇÃO E LIQUIDAÇÃO DA SOCIEDADE

Chapter VII

TERMINATION AND LIQUIDATION OF THE COMPANY

Cláusula 16ª. A Sociedade será dissolvida por deliberação dos sócios, na forma do disposto no item (b) da Cláusula 7ª, e nas demais hipóteses previstas

Article 16. The Company shall be terminated by resolution of the quotaholders, as provided in item (b) of Article 7, and in the other cases provided by law.

em lei.

Cláusula 17ª. Dissolvida Sociedade, sua liquidação será procedida de conformidade com disposto nos artigos 1.102 a 1.112 do Código Civil.

Capítulo VIII

FUSÃO, CISÃO, INCORPORAÇÃO E TRANSFORMAÇÃO

Cláusula 18ª. A Sociedade poderá adotar qualquer outro tipo societário por deliberação da totalidade dos sócios Os sócios desde já renunciam expressamente ao direito de retirada em caso de mudança do tipo societário, para os fins do art, 1.114 do Código Civil.

Cláusula 19ª. A Sociedade poderá ser objeto de fusão, cisão, incorporação e transformação, a qualquer tempo, por deliberação dos sócios.

Capítulo IX

FORO

Cláusula 20ª. Fica eleito o foto da Comarca de São Paulo, Estado de São Paulo, para dirimir quaisquer controvérsias oriundas do presente Contrato Social, seja nas relações entre os sócios ou entre estes e a Sociedade.

Capítulo X

DISPOSIÇÓES FINAIS

Cláusula 21ª. A regência supletiva da Sociedade dar-se-á pelas normas aplicáveis às sociedades por ações, em especial a Lei das Sociedades por Ações, nos termos do disposto no parágrafo único do artigo 1.053 do Código Civil, conforme alterações.

Article 17. Once the Company is terminated, its liquidation will be carried out in accordance with the provisions of articles 1.102 to 1.112 of the Civil Code.

Chapter VIII

MERGER, SPIN OFF, CONSOLIDATION AND CHANGE

Article 18. The Company may adopt any other corporate type by resolution of all quotaholders. The quotaholders hereby expressly waive their right to withdraw in case of change of the corporate type, for the purposes of article 1.114 of the Civil Code.

Article 19. The Company may be subject to merger, spin off, consolidation and transformation, at any time, by resolution of the quotaholders.

Chapter IX

JURISDICTION

Article 20. These Articles of Organization shall be referred to the Courts in the Judicial District of São Paulo, State of São Paulo, in the relationship between the quotaholders or between those and the Company.

Chapter X

FINAL PROVISIONS

Article 21. The Company shall be governed in supplementary manner by the rules applicable to joint-stock companies, particularly the Corporate Law, pursuant to the provisions of the sole paragraph of article 1,053 of the Civil Code, as amended.

Os sócios aprovaram a autorização aos administradores da Sociedade para praticarem todos os atos necessários ou convenientes à implementação das deliberações acima aprovadas, incluindo os registros junto as autoridades competentes e a atualização dos registros societários da Sociedade conforme aplicável.

The quotaholders approved the authorization for the management bodies of the Company to perform all acts necessary or convenient to give full effect to the resolutions approved herein, as well as to execute any and all document before competent authorities, including registration with the Board of Trade, as applicable.

O presente documento e firmado tanto em português como em inglês, sendo que em caso de divergência na interpretação de qualquer disposição nele contida, deverá prevalecer a versão em português.

This document is executed in both Portuguese and English languages and, in case of dispute of interpretation of any of its provisions, the content in the Portuguese.

São Paulo, 25 de agosto de 2025.

São Paulo August 25, 2025.

(página de assinaturas a seguir)

(signature page below)

(Página de assinaturas da 6ª Alteração e Consolidação do Contrato Social da Payjoy Tecnologia e Serviços Financeiros Ltda.)

Sócios / Quotaholders:

Assinado por:
19A6001E3CD14CD...

PAYJOY PANAMA INC

Nome/Name: Marco Antônio Junqueira de Arantes

Cargo/ Position: Procurador/ Attorney-in-fact

DocuSigned by:
Wagner Mendonça
7CA3390E765F4C0...

PAYJOY INC.

Nome/Name: Wagner Mendonça

Cargo/ Position: Procurador/ Attorney-in-fact

SECRETARIA DE DESENVOLVIMENTO ECONÔMICO - JUCESP

CERTIFICO O REGISTRO SOB O NÚMERO

MARINA CENTURION DARDANI
SECRETÁRIA GERAL

124.455/26-8

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