UNITED STATES SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 20-F

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

for the fiscal year ended December 31, 2023

Commission File Number 1-38353

PAGSEGURO DIGITAL LTD.

(Exact name of registrant as specified in its charter)

The Cayman Islands

(Jurisdiction of incorporation or organization)

Conyers Trust Company (Cayman) Limited,
Cricket Square, Hutchins Drive, P.O. Box 2681,
Grand Cayman, KY1-1111, Cayman Islands
(Registered office address)

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number and address of company contact person)

Copies to:
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Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol(s):	Name of each exchange on which registered:
Class A common shares, par value US$0.000025	PAGS	New York Stock Exchange

Securities registered or to be registered pursuant to Section 12(g) of the Act: **None**

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: **None**

As of December 31, 2023 there were 209,148,916 Class A common shares (including treasury shares), par value of US$0.000025 per share, and 120,459,508 Class B common shares, par value of US$0.000025 per share, outstanding.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☑ No ☐

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934.

Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large Accelerated Filer ☑ Accelerated Filer ☐ Non-accelerated Filer ☐ Emerging growth company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐ International Financial Reporting Standards as issued by the International Accounting Standards Board ☑ Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☑

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FORWARD-LOOKING STATEMENTS

This annual report contains information that constitutes forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. In addition, from time to time we or our representatives have made or may make forward-looking statements orally or in writing. Furthermore, such forward-looking statements may be included in various filings that we make with the U.S. Securities and Exchange Commission, or the SEC, or press releases or oral statements made by or with the approval of one of our authorized executive officers. These forward-looking statements are subject to certain known and unknown risks and uncertainties, as well as assumptions that could cause actual results to differ materially from those reflected in these forward-looking statements.

This annual report includes estimates and forward-looking statements, principally under the captions "Item 3. Key Information—Risk Factors", "Item 4. Information on the Company," and "Item 5. Operating and Financial Review and Prospects."

These estimates and forward-looking statements are based mainly on our current expectations and estimates of future events and trends that affect or may affect our business, financial condition, results of operations, cash flow, liquidity, prospects and the trading price of our Class A common shares. Although we believe that these estimates and forward-looking statements are based upon reasonable assumptions, they are subject to many significant risks, uncertainties and assumptions and are made in light of information currently available to us.

These statements appear throughout this annual report and include statements regarding our intent, belief or current expectations in connection with:

- the inherent risks related to the digital payments market, such as the interruption, failure or cybersecurity related incident involving our computer or information technology systems;
- our ability to innovate and respond to technological advances and changing customer demands;
- the maintenance of tax incentives;
- our ability to attract and retain qualified personnel;
- general economic, political and business conditions in Brazil, particularly in the geographic markets we serve as well as any other countries we may serve in the future and their impact on our business, notably with respect to inflation;
- labor disputes, employee strikes and other labor-related disruptions, including in connection with negotiations with unions;
- management's expectations and estimates concerning our future financial performance and financing plans and programs;
- our interest rates and our level of debt and other fixed obligations;
- inflation, appreciation, depreciation and devaluation of the real;
- expenses, ability to generate cash flow, and ability to achieve, and maintain, future profitability;
- our ability to anticipate market needs and develop and introduce new and enhanced products and service functionality to adapt to changes in our industry;
- our anticipated growth and growth strategies and our ability to effectively manage that growth;
- the impact of increased competition in our market, innovation by our competitors, and our ability to compete effectively;
- our ability to successfully enter new markets and manage our expansion;
- our ability to further penetrate our existing client base to grow our ecosystem;
- our expectations concerning relationships with third parties and key suppliers;
- our ability to maintain, protect and enhance our brand and intellectual property;

- the sufficiency of our cash and cash equivalents and cash generated from operations to meet our working capital and capital expenditure requirements;
- our compliance with applicable regulatory and legislative developments and regulations and legislation that currently apply or become applicable to our business;
- the economic, financial, political and social effects of the COVID-19 pandemic or other pandemics, epidemics and similar crises, particularly in Brazil, and the extent to which they continue to cause serious negative macroeconomic effects, thus enhancing the risks described under "Item 3. Key Information—D. Risk Factors;"
- developments and the perception of risks in Brazil in connection with ongoing corruption and other investigations and uncertainties related to the ability of the newly elected government to continue promoting economic and financial reforms in the country, including protests and riots as a result of the general election held in October 2022 in which the current president Mr. Luiz Inácio Lula da Silva, or Mr. Lula da Silva, narrowly won over the former president Jair Bolsonaro, as well as policies and potential changes to address these matters or otherwise, including economic and fiscal reforms, any of which may negatively affect growth prospects in the Brazilian economy as a whole;
- the impact of the armed conflict in Israel/Gaza, recent escalations between Israel and Iran, the ongoing war in Ukraine and the economic sanctions imposed on Russia, and the resulting volatility and consequences for the global economy, which remain highly uncertain and difficult to predict;
- other factors that may affect our financial condition, liquidity and results of operations; and
- other risk factors discussed under "Item 3. Key Information—Risk Factors."

The words "believe," "understand," "may," "will," "aim," "estimate," "continue," "anticipate," "seek," "intend," "expect," "should," "could," "forecast" and similar words are intended to identify forward-looking statements. You should not place undue reliance on such statements, which speak only as of the date they were made. We do not undertake any obligation to update publicly or to revise any forward-looking statements after we file this annual report because of new information, future events or other factors. Our independent public auditors have neither examined nor compiled the forward-looking statements and, accordingly, do not provide any assurance with respect to such statements. In light of the risks and uncertainties described above, the future events and circumstances discussed in this annual report might not occur and are not guarantees of future performance. Because of these uncertainties, you should not make any investment decision based upon these estimates and forward-looking statements.

CERTAIN TERMS AND CONVENTIONS

For a glossary of industry and other defined terms included in this annual report, see "Glossary of Terms" included elsewhere in this annual report.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

The following references in this annual report have the meanings shown below:

- "PagSeguro Digital" or the "Company" mean PagSeguro Digital Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands.
- "PagSeguro Brazil" means PagSeguro Internet Instituição de Pagamento S.A., our primary operating company, a sociedade por ações incorporated in Brazil. PagSeguro Brazil is substantially wholly-owned by PagSeguro Digital Ltd.
- "Pag Participações" means Pag Participações Ltda., a holding company incorporated in Brazil, which is wholly owned by PagSeg Participações Ltda., or PagSeg, which in turn is wholly owned by PagSeguro Digital.
- "We," "us" or "our" means PagSeguro Digital, PagSeguro Brazil and their respective subsidiaries on a consolidated basis.
- "PagSeguro" means our digital payments business, which is operated by PagSeguro Brazil.

- "UOL" means Universo Online S.A., the controlling shareholder of PagSeguro Digital. For more information regarding UOL, see "Item 7. Major Shareholders and Related Party Transactions."
- "PagBank Group" means PagSeguro Digital, together with its subsidiaries;
- "Group" means PagBank Group and UOL, together with its subsidiaries.
- "Brazilian government" means the federal government of Brazil.
- All references to the "Companies Act" are to the Cayman Islands Companies Act (As Revised) as the same may be amended from time to time, unless the context otherwise requires.
- All references to the "Memorandum of Association" "Articles of Association" and "Memorandum and Articles of Association" of the Company are references to the current amended and restated memorandum and articles of association of the Company, as the same may be amended in accordance with the Companies Act from time to time.

The term "Brazil" refers to the Federative Republic of Brazil. "Central Bank" refers to Banco Central do Brasil, or the Central Bank of Brazil. References in this annual report to "real," "reais" or "R$" refer to the Brazilian real, the official currency of Brazil and references to "U.S. dollar," "U.S. dollars" or "US$" refer to U.S. dollars, the official currency of the United States.

This annual report contains various illustrations of our products and services. For convenience, we have translated the text in those illustrations into English. The actual products and services are generally presented to our customers in Portuguese only.

Effect of Rounding

Certain amounts and percentages included in this annual report, including in the section of this annual report entitled "Item 5. Operating and Financial Review and Prospects" have been rounded for ease of presentation. Percentage figures included in this annual report have not been calculated in all cases on the basis of the rounded figures but on the basis of the original amounts prior to rounding. For this reason, certain percentage amounts in this annual report may vary from those obtained by performing the same calculations using the figures in our audited consolidated financial statements. Certain other amounts that appear in this annual report may not sum due to rounding.

Market and Industry Data

This annual report contains data related to economic conditions in the market in which we operate. The information contained in this annual report concerning economic conditions is based on publicly available information from third-party sources that we believe to be reasonable. Data and statistics regarding the Brazilian internet, payment solutions, e-commerce markets and socioeconomic indicators, are based on publicly available data published by the Brazilian Association of Credit Card and Services Companies (*Associação Brasileira de Empresas de Cartões de Crédito e Serviços*, or ABECS); the Brazilian Bank Federation (*Federação Brasileira de Bancos*, or Febraban); the Brazilian Institute of Geography and Statistics (*Instituto Brasileiro de Geografia e Estatística*, or IBGE); the Central Bank; the Brazilian Association of Financial and Capital Markets Entities (ANBIMA); the Getulio Vargas Foundation (FGV); the Brazilian Service of Support for Micro and Small Enterprises (SEBRAE); the World Bank (WB); the International Monetary Fund (IMF); the Bank of International Settlements (BIS); the Insider Intelligence eMarketer; and Comscore, a cross-platform measurement company that measures audiences, brands and consumer behavior, and provides market and analytical data to clients, among others. We also make statements in this annual report about our competitive position and the size of the Brazilian digital payments and e-commerce markets.

Although we have no reason to believe any of this information or these reports are inaccurate in any material respect and believe and act as if they are reliable, neither we nor our agents have independently verified it. Governmental publications and other market sources, including those referred to above, generally state that their information was obtained from recognized and reliable sources, but the accuracy and completeness of that information is not guaranteed. In addition, the data that we compile internally, and our estimates have not been verified by an independent source. Except as disclosed in this annual report, none of the publications, reports or other published industry sources referred to in this annual report were commissioned by us or prepared at our request. Except as disclosed in this annual report, we have not sought or obtained the consent of any of these sources to include such market data in this annual report.

Data Protection – Privacy Notice

Scope

The legal basis for this notification is to meet the standards required in respect of, and ensure compliance with, the requirements of the Cayman Islands' Data Protection Act (As Revised), or the DPA, which came into effect in the Cayman Islands on September 30, 2019. This privacy notice puts investors in our Class A common shares on notice that through your investment in our Class A common shares, you will provide us with certain personal information which constitutes personal data within the meaning of the personal data, or DPA. We collect, use, disclose, retain and secure personal data to the extent reasonably required only and within the parameters that could be reasonably expected during the normal course of business. We will only process, disclose, transfer, or retain personal data to the extent legitimately required to conduct our activities on an ongoing basis or to comply with legal and regulatory obligations to which we are subject. We will only transfer personal data in accordance with the requirements of the DPA and will apply appropriate technical and organizational information security measures designed to protect against unauthorized or unlawful processing of the personal data and against the accidental loss, destruction or damage to the personal data. In our use of this personal data, we will be characterized as a "data controller" for the purposes of the DPA, while our affiliates and service providers who may receive this personal data from us in the conduct of our activities may either act as our "data processors" for the purposes of the DPA or may process personal information for their own lawful purposes in connection with services provided to us.

If you are a natural person, this will affect you directly. If you are a corporate investor (including, for these purposes, legal arrangements such as trusts or exempted limited partnerships) that provides us with personal data on individuals connected to you for any reason in relation to your investment in our Class A common shares, this will be relevant for those individuals and you should inform such individuals of the content.

What rights do individuals have in respect of personal data?

Under the DPA, individuals must be informed of the purposes for which their personal data is processed, and this privacy notice fulfills our obligation in this respect.

Individuals have rights under the DPA in certain circumstances. These may include the right to request access to their personal data, the right to request rectification or correction of personal data, processing of personal data be stopped or restricted and the right to require that the Company cease processing personal data for direct marketing purposes. If you consider that your personal data has not been handled correctly, or you are not satisfied with our responses to any requests you have made regarding the use of your personal data, you have the right to complain to the Cayman Islands' Ombudsman. The Ombudsman can be contacted by calling: +1-345-946-6283 or by email at info@ombudsman.ky.

Contacting PagSeguro Digital

For further information on the collection, use, disclosure, transfer or processing of your personal data or the exercise of any of the rights listed above, please contact our investor relations office at ir@pagbank.com.

Certain Anti-Money Laundering Matters

In order to comply with legislation or regulations aimed at the prevention of money laundering, namely the Proceeds of Crime Act (As Revised), the Anti-Money Laundering Regulations (As Revised) and the Guidance Notes on the Prevention and Detection of Money Laundering, Terrorist Financing and Proliferation Financing in the Cayman Islands, or the Cayman AML Regime, the Company may be required to adopt and maintain anti-money laundering procedures, and may require subscribers to provide evidence to verify their identity. Where permitted, and subject to certain conditions, the Company may also delegate the maintenance of our anti-money laundering procedures (including the acquisition of due diligence information) to a suitable person.

The Company reserves the right to request such information as is necessary to verify the identity of a subscriber. In the event of delay or failure on the part of the subscriber in producing any information required for verification purposes, we may refuse to accept the application, in which case any funds received will be returned without interest to the account from which they were originally debited. In cases as these, after an internal analysis, the Company may include relevant the subscriber on a restricted list, and decline all future financial transactions involving that subscriber. According to Brazilian anti-money laundering laws, this information must be reported to the Brazilian Council for Financial Activities Control or COAF.

The Company also reserves the right to refuse to make any redemption payment to a shareholder if directors or officers suspect or are advised that the payment of redemption proceeds to such shareholder might result in a breach of the Cayman AML Regime or other laws or regulations by any person in any relevant jurisdiction, or if such refusal is considered necessary or appropriate to ensure compliance with any such laws or regulations in any applicable jurisdiction.

If any person resident in the Cayman Islands knows or suspects or has reason for knowing or suspecting that another person is engaged in criminal conduct or money laundering, or is involved with terrorism or terrorist financing and property or proliferation financing or subject to the sanctions regime applicable in the Cayman Islands and the information for that knowledge or suspicion came to their attention in the course of their business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) a nominated officer (appointed in accordance with the Proceeds of Crime Act (As Revised) of the Cayman Islands) or the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Act (As Revised), if the disclosure relates to criminal conduct or money laundering or (ii) to a police constable or a nominated officer (pursuant to the Terrorism Act (As Revised) of the Cayman Islands) or the Financial Reporting Authority of the Cayman Islands, pursuant to the Terrorism Act (As Revised), if the disclosure relates to involvement with terrorism or terrorist financing and terrorist property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

Economic Substance

The Cayman Islands enacted the International Tax Co-operation (Economic Substance) Act (As Revised), or the ESA, in January 2019. The Company is required to comply with the ESA and related regulations and guidelines. As the Company is a Cayman Islands company, compliance obligations include assessing its operations to determine the required compliance (if any) with the ESA, filing an annual notification for the Company with the Cayman Islands Registrar of Companies disclosing whether the Company is carrying out any relevant activities within the meaning of the ESA and to the extent required under the ESA, the filing of an annual return with the Department of International Tax Co-Operation. Where applicable, the Company must establish that its operations satisfy the economic substance requirements of the ESA. The Company is required to monitor its operations to ensure it remains in compliance with all requirements under the ESA. Failure to satisfy these requirements may subject the Company to penalties under the ESA.

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

Selected Financial and Operating Data

PagSeguro Digital, our Cayman Islands exempted company, was incorporated on July 19, 2017 for an indefinite term. Prior to the contribution of PagSeguro Brazil to it on January 4, 2018, PagSeguro Digital had not commenced operations and had only nominal assets and liabilities.

Following our initial public offering, or IPO, on January 26, 2018, PagSeguro Digital began reporting consolidated financial information to shareholders. The historical operations of PagSeguro Brazil are deemed to be those of PagSeguro Digital.

The following tables summarize financial data for PagSeguro Digital as of December 31, 2023, 2022 and 2021. The financial data as of December 31, 2023, 2022 and 2021 and for each of the three years in the period ended December 31, 2023 are derived from our audited consolidated financial statements, included elsewhere in this annual report, except for the December 31, 2021 balance sheet data which are derived from our audited consolidated financial statements, not included elsewhere in this annual report. The selected consolidated financial data as of December 31, 2023 and 2022 and for the years ended December 31, 2023, 2022 and 2021 are derived from our year-end financial statements audited by PricewaterhouseCoopers Auditores Independentes Ltda., with offices at Avenida Brigadeiro Faria Lima, 3732, 16º andar, São Paulo, SP, Brazil 04538-132, Caixa Postal 60054. These audited consolidated financial statements were prepared in accordance with the International Financial Reporting Standards, or IFRS, as issued by the International Accounting Standards Board, or IASB. PagSeguro Digital maintains its books and records in reais.

You should read this information in conjunction with the following other information included elsewhere in this annual report:

- Our audited consolidated financial statements and related notes; and
- The information under "Item 5. Operating and Financial Review and Prospects."

The following tables present our selected financial and operating data as of and for each of the periods indicated.

STATEMENT OF OPERATIONS DATA

	For the Years Ended December 31,			
	2023	2023	2022	2021
	(US$)(1)	(R$)	(R$)	(R$)
	(in millions, except amounts per share and %)			
Revenue from transaction activities and other services	1,864.6	9,027.2	8,906.4	6,784.8
Financial income	1,374.2	6,653.0	6,252.7	3,514.4
Other financial income	55.4	268.1	175.8	149.5
Total revenue and income	**3,294.2**	**15,948.4**	**15,334.9**	**10,448.7**
Cost of sales and services	(1,679.8)	(8,132.6)	(7,470.9)	(5,775.9)
Selling expenses	(295.3)	(1,429.8)	(1,946.1)	(1,523.9)
Administrative expenses	(151.3)	(732.7)	(668.7)	(877.6)
Financial expenses	(675.3)	(3,269.6)	(3,151.6)	(790.6)
Other income (expenses), net	(75.7)	(366.7)	(338.4)	7.3
Operating profit before Income Taxes	**416.6**	**2,017.1**	**1,759.3**	**1,488.0**
Current income tax and social contribution	(21.0)	(101.8)	(60.7)	(119.8)
Deferred income tax and social contribution	(54.0)	(261.6)	(193.8)	(201.9)
Income Tax and Social Contribution	**(75.1)**	**(363.4)**	**(254.5)**	**(321.7)**
Net Income for the Year	**341.6**	**1,653.7**	**1,504.8**	**1,166.3**
Attributable to:				
Equity holders of the parent	341.6	1,653.7	1,504.8	1,166.1
Non-controlling interests	—	—	—	0.2
Basic earnings per share attributable to equity holders of the parent – R$	**1.0614**	**5.1387**	**4.6002**	**3.5303**
Diluted earnings per share attributable to equity holders of the parent – R$	**1.0544**	**5.1047**	**4.5705**	**3.5105**

(1) For convenience purposes only, amounts in *reais* for the year ended December 31, 2023 have been translated to U.S. dollars using a rate of R$4.8413 to US$1.00, the commercial selling rate for U.S. dollars at December 31, 2023 as reported by the Central Bank. These translations should not be construed as representations that the U.S. dollar amounts have been, could have been or could be converted into *reais* at that or at any other exchange rate. The real/U.S. dollar exchange rate fluctuates widely, and the selling rate as of December 31, 2023 may not be indicative of current or future exchange rates.

OPERATING DATA

	At and For the Years Ended December 31,			
	2023	2023	2022	2021
	(US$)(1)	(R$)	(R$)	(R$)
Operating Statistics:				
Active merchants at year-end (in millions)	N/A	6.5	7.1	7.7
Total Finance Volume (in billions)	196.2	950.1	731.4	456.2
PagBank total clients (in millions)	N/A	31.1	27.7	21.9

(1) For convenience purposes only, amounts in *reais* for the year ended December 31, 2023 have been translated to U.S. dollars using a rate of R$4.8413 to US$1.00, the commercial selling rate for U.S. dollars at December 31, 2023 as reported by the Central Bank. These translations should not be construed as representations that the U.S. dollar amounts have been, could have been or could be converted into *reais* at that or at any other exchange rate. The real/U.S. dollar exchange rate fluctuates widely, and the selling rate as of December 31, 2023 may not be indicative of current or future exchange rates.

BALANCE SHEET DATA

The following table presents the line items from PagSeguro Digital's consolidated balance sheet data:

	At December 31,			
	2023	2023	2022	2021
	(US$)[1]	(R$)	(R$)	(R$)
Current Assets				
Cash and cash equivalents	**598.8**	2,899.1	**1,829.1**	1,794.4
Financial investments	**683.4**	3,308.6	**1,103.3**	782.6
Accounts receivable	**8,625.2**	41,757.2	**36,248.6**	23,428.5
Receivables from related parties	**0.9**	4.3	**—**	—
Inventories	**6.9**	33.5	**13.3**	49.5
Tax receivable	**116.4**	563.3	**410.8**	469.5
Other receivables	**33.6**	162.8	**162.0**	194.8
Total Current Assets	**10,065.2**	48,728.8	**39,767.1**	**26,719.3**
Non-Current Assets				
Judicial deposits	**10.5**	51.0	**44.9**	40.2
Accounts receivable	**236.3**	1,143.8	**745.5**	228.9
Receivables from related parties	**5.8**	28.0	**—**	—
Other receivables	**7.4**	35.6	**18.5**	11.7
Investment	**—**	—	**1.7**	15.7
Deferred income tax and social contribution	**20.4**	98.9	**99.4**	120.8
Property and equipment	**506.3**	2,451.0	**2,493.5**	2,289.1
Intangible assets	**531.1**	2,571.1	**2,158.8**	1,650.2
Total Non-Current Assets	**1,317.7**	**6,379.3**	**5,562.2**	4,356.5
TOTAL ASSETS	**11,382.9**	**55,108.1**	**45,329.3**	**31,075.8**
Current Liabilities				
Payables to third parties	**4,409.7**	21,348.5	**17,988.1**	13,217.1
Trade payables	**106.2**	513.9	**449.1**	578.0
Payables to related parties	**28.0**	135.5	**593.9**	543.6
Derivative Financial Instruments	**8.5**	40.9	**22.3**	14.3
Deposits	**2,347.6**	11,365.4	**10,100.6**	3,056.4
Borrowings	**39.1**	189.4	**—**	1,005.8
Salaries and social security charges	**71.3**	345.2	**292.8**	259.7
Taxes and contributions	**49.7**	240.7	**89.8**	63.9
Provision for contingencies	**18.9**	91.5	**46.2**	27.7
Deferred revenue	**26.5**	128.5	**126.0**	162.6
Other liabilities	**6.7**	32.4	**31.5**	73.7
Total Current Liabilities	**7,112.1**	**34,431.9**	**29,740.3**	**19,002.9**
Non-Current Liabilities				
Payables to third parties	**38.4**	185.9	**84.8**	—
Payables to related parties	**70.5**	341.3	**—**	—
Deferred income tax and social contribution	**378.4**	1,832.1	**1,564.2**	1,391.8
Deposits	**996.2**	4,823.1	**1,894.7**	77.6
Provision for contingencies	**1.2**	5.7	**14.4**	13.9
Deferred revenue	**3.7**	17.7	**17.5**	17.3
Other liabilities	**47.4**	229.7	**171.3**	70.2
Total Non-Current Liabilities	**1,535.8**	**7,435.5**	**3,746.9**	**1,570.7**
TOTAL LIABILITIES	**8,648.0**	**41,867.4**	**33,487.2**	**20,573.6**
TOTAL EQUITY	**2,734.9**	**13,240.7**	**11,842.1**	**10,502.2**
TOTAL LIABILITIES AND EQUITY	**11,382.9**	**55,108.1**	**45,329.3**	**31,075.8**

(1) For convenience purposes only, amounts in *reais* for the year ended December 31, 2023 have been translated to U.S. dollars using a rate of R$4.8413 to US$1.00, the commercial selling rate for U.S. dollars at December 31, 2023 as reported by the Central Bank. These translations should not be construed as representations that the U.S. dollar amounts have been, could have been or could be converted into *reais* at that or at any other exchange rate. The real/U.S. dollar exchange rate fluctuates widely, and the selling rate as of December 31, 2023 may not be indicative of current or future exchange rates.

NON-GAAP FINANCIAL MEASURES

We present non-GAAP financial measures when we believe that the additional information is useful and meaningful to investors. These non-GAAP financial measures are provided to enhance investors' overall understanding of our current financial performance and its prospects for the future. Specifically, we believe the non-GAAP financial measures provide useful information to both management and investors by excluding certain expenses, gains and losses, as the case may be, which may not be indicative of our core operating results and business outlook.

These measures may be different from non-GAAP financial measures used by other companies. The presentation of this non-GAAP financial information, which is not prepared under any comprehensive set of accounting rules or principles, is not intended to be considered separately from, or as a substitute for, our financial information prepared and presented in accordance with IFRS, as issued by the IASB. Non-GAAP financial measures have limitations in that they do not reflect all of the amounts associated with our results of operations as determined in accordance with IFRS. These measures should only be used to evaluate our results of operations in conjunction with the corresponding GAAP financial measures.

Reconciliation of Non-GAAP Financial Measures

The following table presents a reconciliation of our non-GAAP financial measures to the most directly comparable GAAP measures for the years ended December 31, 2023 and 2022:

	For the Year Ended December 31,		
	2023	Percent Change	2022
	(in millions of reais, except for amounts per share)		
Total revenue and income	15,948.4	4.0%	15,334.9
Non-GAAP total revenue and income	15,948.4	4.0%	15,334.9
Total expenses	(13,931.3)	2.6%	(13,575.7)
Less: Share-based long-term incentive plan (LTIP)	109.9	38.4%	79.4
Less: M&A expenses	18.0	(2.7)%	18.5
Plus: PagPhone realizable value reversal	—	(100.0)%	(52.5)
Less: Software's disposals	—	(100.0)%	40.2
Less: Boleto Flex impairment	—	(100.0)%	12.6
Less: Agreement with POS Supplier	—	(100.0)%	10.0
Less: capitalized expenses of platforms development	46.4	45.5%	31.9
Non-GAAP total expenses[1]	(13,757.0)	2.4%	(13,435.6)
Profit before income taxes	2,017.1	14.7%	1,759.3
Plus: Total non-GAAP Adjustments	174.3	24.4%	140.1
Non-GAAP profit before income taxes[2]	2,191.4	15.4%	1,899.4
Income tax and social contribution	(363.4)	42.8%	(254.5)
Less: Income tax and social contribution on non-GAAP adjustments	(59.3)	24.6%	(47.6)
Non-GAAP deferred income tax[3]	(422.7)	39.9%	(302.1)
Net income	1,653.7	9.9%	1,504.8
Plus: Total non-GAAP adjustments	115.0	24.3%	92.5
Non-GAAP net income[4]	1,768.7	10.7%	1,597.3
Basic earnings per share attributable to equity holders of the parent — R$	5.1387	11.7%	4.6002
Diluted earnings per share attributable to equity holders of the parent — R$	5.1047	11.7%	4.5705
Non-GAAP basic earnings per share attributable to equity holders of the parent — R$(5)	5.4940	12.5%	4.8828
Non-GAAP diluted earnings per share attributable to equity holders of the parent — R$(5)	5.4576	12.5%	4.8511

(1) Non-GAAP total expenses excludes the "non-GAAP adjustments" comprised of:
- LTIP expenses: This consists of expenses for equity awards under our two long-term incentive plans (LTIP and LTIP-Goals). We exclude LTIP expenses from our non-GAAP measures primarily because they are non-cash expenses and the related employer payroll taxes depend on our stock price and the timing and size of exercises and vesting of equity awards, over which management has limited to no control, and as such management does not believe these expenses correlate to the operation of our business.
- Mergers & acquisitions expenses: This consists of expenses for mergers & acquisitions transactions, including, among others, expenses for external consulting, accounting and legal services in connection with due diligence and negotiating mergers & acquisitions documentation for our acquisitions, as well as amortization and write-downs of the fair value of certain acquired assets. We exclude mergers & acquisitions expenses from our non-GAAP measures primarily because such expenses are non-recurring and do not correlate to the operation of our business.
- Other non-recurring effects: This consists of one-time effects related to PagPhone sales, PagPhone inventory provisions, tax impairment, software disposals and development. We exclude non-recurring effects from our non-GAAP measures primarily because such items are non-recurring and do not correlate to the operation of our business.

(2) Non-GAAP profit before income taxes reflects the adjustments described in footnote (1) above.

(3) Non-GAAP income tax and social contribution consists of income tax at the rate of 34% calculated on the LTIP expenses, M&A expenses and non-recurring adjustments described in footnote (1) above.

(4) Non-GAAP net income reflects the sum of the adjustments described in footnotes (1) and (3) above.

(5) Non-GAAP basic earnings per common share and non-GAAP diluted earnings per common share reflect the adjustments to non-GAAP net income, which is allocated in full to Equity holders of the parent.

(6) Income tax and social contribution on non-GAAP adjustments: This represents the income tax effect related to the LTIP expenses, mergers & acquisitions expenses and non-recurring adjustments mentioned above.

Financial Information in U.S. Dollars

Solely for the convenience of the reader, we have translated some of the real amounts included in this annual report into U.S. dollars. The exchange rate for reais into U.S. dollars was R$4.8413 to U.S.$1.00 as of December 31, 2023, R$5.2177 to U.S.$1.00 as of December 31, 2022, and R$5.5805 to U.S.$1.00 as of December 31, 2021, in each case, the commercial selling rate for U.S. dollars as reported by the Central Bank. Unless otherwise indicated, we have translated real amounts into U.S. dollars using a rate of R$4.8413 to US$1.00. Such translations should not be construed as representations that the real amounts represent, have been or could be converted into U.S. dollars at the rates indicated or at any other exchange rate. The real/U.S. dollar exchange rate fluctuates widely, and the selling rate as of December 31, 2023 may not be indicative of current or future exchange rates. For more information on risks relating to exchange rate fluctuations on our business, see "Risk Factors—Risks Relating to Brazil—Exchange rate instability may have adverse effects on the Brazilian economy, us and the price of our Class A common shares."

RISK FACTORS

Risks Relating to our Business and Industry

If we cannot keep pace with rapid technological developments to provide new and innovative products and services, and address the rapidly evolving market for transactions on mobile devices, the use of our products and services and, consequently, our revenues could decline.

Rapid, significant and disruptive technological changes continue to impact the industries in which we operate, including developments in payment card tokenization, mobile payments, social commerce (i.e., e-commerce through social networks), authentication, virtual currencies, distributed ledger or blockchain technologies, near field communication and other proximity or contactless payment methods, virtual reality, machine learning and artificial intelligence.

For instance, mobile devices are increasingly used for e-commerce transactions and payments. A significant and growing portion of our customers access our platforms through mobile devices, including for regular online shopping as well as for in-person transactions. In the year ended December 31, 2023, 83% of our customers accessed our platforms through mobile devices, compared with 81% in the year ended December 31, 2022. We may lose customers if we are not able to continue to meet our customers' mobile and multi-screen experience expectations. Different mobile devices and platforms use a wide variety of technical and other configurations, which increase the challenges involved in providing payments in the mobile environment. In addition, a number of other companies with significant resources and a number of innovative startups have introduced products and services focusing on mobile markets. We cannot guarantee that we will be able to continue to meet customer expectations in the mobile environment or increase our volume of mobile transactions.

We cannot predict the effects of technological changes on our business. In addition to our own initiatives and innovations, we rely in part on third parties for the development of and access to new technologies. We expect that new services and technologies applicable to the industries in which we operate will continue to emerge and may be superior to, or render obsolete, the technologies we currently use in our products and services. Developing and incorporating new technologies into our products and services may require substantial expenditures, take considerable time, and ultimately may not be successful. In addition, our ability to adopt new products and services and develop new technologies may be inhibited by industry-wide standards, payment networks, changes to laws and regulations, resistance to change from consumers or merchants, third-party intellectual property rights, or other factors. Our success will depend on our ability to develop and incorporate new technologies, address the challenges posed by the rapidly evolving market for mobile transactions through our platforms and adapt to technological changes and evolving industry standards; if we are unable to do so in a timely or cost-effective manner, our business could be harmed.

Interruption or failure of our information technology and communications systems could impair our operations, which could damage our reputation and harm our results of operations.

Our success and ability to process payments and provide high quality customer service depend on the efficient and uninterrupted operation of our computer and information technology systems. Any failure of our computer systems and information technology to operate effectively or to integrate with other systems, performance inadequacy or breach in security may cause interruptions in the availability of our sites, delays in product fulfillment and reduced efficiency of our operations. Any failures, problems or security breaches may mean that fewer customers are willing to purchase the products we offer in the future. Factors that could occur and significantly disrupt our operations include: system failures and outages caused by fire, floods, earthquakes, power loss, telecommunications failures, sabotage, vandalism, terrorist attacks and similar events, software errors, computer viruses, worms, physical or electronic break-ins and similar disruptions from unauthorized tampering with our computer systems and data centers; in addition, security breaches related to the storage and transmission of proprietary information or customer information, such as credit card numbers or other personal information. Also, if too many customers access our sites within a short period of time due to any reason, we have experienced in the past and may in the future experience system interruptions that make our sites unavailable or prevent us from efficiently completing payment transactions, which may reduce the attractiveness of our products and services. We cannot assure you that such events will not occur. While we have backup systems and contingency plans for certain aspects of our operations and business processes, our planning does not account for all possible scenarios.

Specifically, we have entered into IT services agreements with Scala Data Centers S.A., or Scala, and Amazon Web Services, Inc, or AWS, which are focused on IT infrastructure managed services and cloud computing, respectively. Failure by IT services providers to adequately keep our sites operational, including any prolonged or unscheduled service disruption that affects our customers' ability to utilize our sites, could result in the loss of sales and customers and increased costs, which could materially affect our reputation or results of operations. In addition, we rely in part on external IT services providers to advise us of any security breaches. If any of those providers do not provide us with notice on a timely basis, our reputation and results of operations may be harmed. We may not be able to timely replace our external IT services providers, or find a replacement on a cost-efficient basis, in the event of disruptions, failures to provide services or other issues that may harm our business. For more information on our agreement with Digital Services, see "Item 7. Major Shareholders and Related Party Transactions—Related Party Transactions."

Any disruptions or service interruptions that affect our sites could damage our reputation, require us to spend significant capital and other resources and expose us to a risk of loss or litigation and possible liability. Some of our agreements with third-party service providers do not require those providers to indemnify us for losses resulting from any disruption in service. Any of the above disruptions could seriously harm our results of operation.

Our business is subject to cyberattacks, in addition to security (including cybersecurity) and privacy breaches.

Our business involves the collection, storage, processing, and transmission of customers' personal data, including financial information. In addition, a significant number of our customers authorize us to bill their payment card or bank accounts directly for all transaction and other fees charged by us. We have built our reputation on the premise that our platform offers customers a secure way to make payments. An increasing number of organizations, including large merchants and businesses, other large technology companies, financial institutions and government institutions, have disclosed breaches of their information security systems, some of which have involved sophisticated and highly targeted attacks, including on portions of their websites or infrastructure.

The techniques used to obtain unauthorized, improper or illegal access to our systems, our data or our customers' data, to disable or degrade service, or to sabotage systems are constantly evolving, may be difficult to detect quickly and often are not recognized until launched against a target. Unauthorized parties may attempt to gain access to our systems or facilities through various means, including, among others, hacking into our systems or those of our customers, partners or vendors, or attempting to fraudulently induce our employees, customers, partners, vendors or other users of our systems into disclosing user names, passwords, payment card information or other sensitive information, which may in turn be used to access our information technology systems. Certain efforts may be supported by significant financial and technological resources, making them even more sophisticated and difficult to detect. Although we have developed systems and processes that are designed to protect our data and customer data and to prevent data loss and other security breaches, and expect to continue to expend significant additional resources to bolster these protections, these security measures cannot provide absolute security. Our information technology and infrastructure may be vulnerable to cyberattacks or security breaches, and third parties may be able to access our customers' personal or proprietary information and card data that are stored on or accessible through those systems. Our security measures may also be breached due to human error, malfeasance, system errors or vulnerabilities, or other irregularities. Any actual or perceived breach of our security could interrupt our operations, result in our systems or services being unavailable, result in improper disclosure of data, materially harm our reputation and brand, result in significant legal and financial exposure, lead to loss of customer confidence in, or decreased use of, our products and services, and adversely affect our business and results of operations. In addition, any breaches of network or data security at our customers, partners or vendors (including data center and cloud computing providers) could have similar negative effects. Actual or perceived vulnerabilities or data breaches may lead to claims against us.

In 2021, we experienced a cyberattack that targeted one of our subsidiaries, Wirecard Brazil Instituição de Pagamento S.A. (formerly Wirecard Brazil S.A.), or MOIP, which we acquired in October 2020. The incident occurred between September 25, 2021 and September 29, 2021, during which the hackers demanded that specified payments be made to prevent the public disclosure or sale of the targeted data that was compromised, which included personal profile information of MOIP customers. At the time of the cyberattack, MOIP had a distinct and separate IT server and operating environment from the rest of our IT platform and systems, and therefore none of our databases, customer information or systems were subject or comprised during the incident, or formed part of the compromised data, beyond those independently within the MOIP IT environment. We promptly followed the requirements of applicable Brazilian law, including the filing of a formal report with the Brazilian Data Protection Authority (*Autoridade Nacional de Proteção de Dados Pessoais*), or the ANPD, and the Central Bank on October 7, 2021, followed by delivery of further requested information to the ANPD on January 5, 2022 and April 8, 2022. In February 2024, the matter was closed by the ANPD. Our review of the incident did not identify evidence of unauthorized access to sensitive information, such as passwords or credit card details, and our information technology systems (including the MOIP IT environment) were operating normally. For more information, see "Item 4. Information on the Company—Protecting Our Clients—2021 MOIP Cybersecurity Incident."

In addition, under card rules and our contracts with our card processors, if there is a breach of card information that we store, we could be liable to the payment card issuers for their cost of issuing new cards and related expenses. We also expect to spend significant additional resources to protect against security or privacy breaches, and may be required to address problems caused by breaches. Additionally, while we maintain insurance policies, we do not maintain significant insurance policies specifically for cyberattacks and our current insurance policies may not be adequate to reimburse us for losses caused by security breaches, and we may not be able to collect fully, if at all, under these insurance policies.

Since the COVID-19 pandemic, our remote work practices have expanded and, as a result, the risks related to cybersecurity failures in our internal systems have also risen. As such, interruptions or flaws in our information technology systems, such as in our telework systems, accounting calculations and billing, caused by accidents, malfunctions or malicious acts may impact our corporate, commercial or operational activities, which could adversely affect our business and results of operations, as well as our reputation and market reliability.

We believe that the risk of cyberattacks on companies like ours has increased in recent years and could increase even further as a result of the professionalization of cybercriminals, current geopolitical instability related to ongoing global conflicts and retaliatory responses to sanctions, which could adversely affect our ability to maintain or enhance our cybersecurity and data protection measures. Additionally, our operations are at risk of cyberattacks targeting Brazil's critical infrastructure, on which our information technology systems rely. Given that we do not control this infrastructure, our capacity to shield our information technology systems from the fallout of such attacks is limited, potentially impairing our ability to serve our customers effectively.

Cyberattacks have become increasingly sophisticated and diffuse. We keep critical client information in our database, which may be the subject of cyberattacks by individuals seeking unauthorized access to such information for misuse. As such, failures to protect our clients' personal data, as well as nonconformance with the applicable legislation, may give rise to additional costs and adversely affect our image and reputation.

As data privacy and cybersecurity risks for banking organizations and the broader financial system have significantly increased in recent years, data privacy and cybersecurity issues have become the subject of increasing legislative and regulatory focus. A marked increase in scrutiny from the SEC regarding the adequacy of risk disclosures related to cybersecurity and data privacy significantly enhances the likelihood of inquiries into the company's cybersecurity practices and the accuracy of its related disclosures. Preparing for and addressing any such investigations could result in substantial distractions for the company's management and the diversion of essential resources from its core operations. For more information, see "Item 16K. Cybersecurity."

We are subject to risks associated with noncompliance with the General Data Protection Law and may be adversely affected by the imposition of fines and other types of penalties.

In 2018, Law No. 13,709/2018, the General Data Protection Law (Lei Geral de Proteção de Dados), or LGPD, was enacted, as amended by Law No. 13,853/2019, to govern the practices related to the use of personal data, replacing the sparse and sectoral standards that previously regulated rights to data privacy and protection in Brazil. The LGPD became effective on September 18, 2020, but the application of the administrative penalties provided for in the LGPD was postponed to August 1, 2021. By creating a microsystem of rules impacting all sectors of the economy, the LGPD provides a new legal framework to be observed in personal data processing operations. Among other provisions, it establishes the rights of data subjects, the legal bases applicable to the protection of personal data, the requirements for obtaining consent on the use of such data, when applicable, the obligations and requirements relating to security incidents and leaks and data transfers, as well as the authorization for the creation of the ANPD, which is the entity responsible for regulating and supervising the application of the LGPD and other data protection laws as well as imposing sanctions in the event of noncompliance with the legal rules and obligations. On August 26, 2020, the Brazilian government issued Decree No. 10,474/2020, approving the regulatory framework and list of commissioned positions for the ANPD. The decree became effective in November 2020, when ANPD's chief executive officer appointment was published in the Brazilian official federal newspaper.

On February 27, 2023, ANPD issued the dosimetry regulation, which establishes the criteria to be used when any administrative sanctions are applied. Although the regulation still includes some vague definitions (such as what entails large-scale data processing), it clarified the elements ANPD takes into account when analyzing a data related incident, such as recurrence (incidents up to five years apart), good faith, cooperation, transparency, proportionality and the adoption of best practices and governance policies. According to the regulation, any administrative sanction applicable to any violation of the LGPD will depend on: (i) the classification of the infraction as "slight," "medium" or "serious"; and (ii) ANPD's understanding of the proportionality of the sanction in relation to the infraction committed.

We must also provide a secure environment for our users. Investing in technical and administrative maintenance for information security and personal data protection will also be necessary, including to support our corporate governance structure for personal data protection. In addition, under the LGPD, we have a legal duty to maintain a communication channel with data subjects whose data we process, including our users and partners.

Personal data subjects are entitled to the following rights, which we must ensure: (i) to obtain confirmation of existence of personal data processing, (ii) to access their personal data, (iii) to correct all incomplete, inaccurate or outdated personal data, (iv) to carry out portability processes to transfer personal data to another service or product, in accordance with the additional regulations to be set forth by the ANPD, (v) to request the deletion of processed personal data based on consent, or the right to revoke their previously given consent, (vi) to obtain information on government and private-sector entities with whom those responsible for data processing have shared their data, (vii) to be allowed to deny consent to personal data processing and to be advised of the consequences of that denial, and (viii) to request the review of decisions made solely based on automated processing. The LGPD also establishes that the following information must be provided to data subjects, including through privacy notices: (i) the specific purpose of such processing, (ii) processing methods and duration, (iii) the identity of the data controller, (iv) the contact information of the data controller, (v) information with regards to the sharing of personal data with third parties and its purpose, (vi) description of responsibilities, particularly the responsibilities of the processing agents involved, and (vii) we expressly mention the data subjects' rights provided above.

We may be required to indemnify users affected by violations of their rights as data subjects, such as their right to transparency or to obtain information on the processing of their personal data. Should we disclose insufficient information regarding data processing as required by the LGPD, we may also be subject to administrative sanctions imposed by personal data protection, consumer protection or public interest protection agencies and entities, including the ANPD. Noncompliance with any LGPD provisions may lead to the following: (i) individual or class actions being filed seeking damages due to breaches not only of the LGPD, but also of any sparse and industry-specific data protection laws still in force and (ii) the imposition of the penalties set forth by the Consumer Protection Code and the Civil Framework for the Internet by certain consumer protection agencies, as they have been acting in this regard well before the effectiveness of the LGPD, administrative penalties levied by the ANPD, particularly in cases of violations of the LGPD.

If our operations and business model are not in compliance with the LGPD's rules, we may be subject to formal warnings, public sanctions, the deletion of data or the suspension of data processing activities. Furthermore, we may be subject to a fine equal to up to 2% of our gross sales, or the gross sales of our economic group in Brazil, in the preceding fiscal year, excluding taxes, but limited to a total of R$50.0 million per violation. In addition, we may be held liable for individual or collective material moral damages caused by our failure to meet any of the obligations set forth by the LGPD. We may be held legally responsible for paying damages to users harmed by violations of their rights as personal data subjects, such as their rights to transparency, in that they may obtain information regarding the processing of their personal data and other rights set forth in the LGPD.

If we are found to not have sufficiently provided information about the processing of personal data in accordance with the requirements set forth by the LGPD, we may also face administrative sanctions by public entities and regulatory bodies that govern personal data, consumer protection and public interests.

The LGPD and other laws and regulations that may be passed in the future may be interpreted and applied differently over time and from jurisdiction to jurisdiction. It is possible they will be interpreted and applied in ways that will materially and adversely affect our business. Any failure to comply with (i) our privacy policies, (ii) any regulatory requirements or orders, or (iii) other local, state, federal, or international privacy or consumer protection-related laws and regulations could materially and adversely affect our business.

Our services must integrate with a variety of operating systems and networks, and the hardware that enables merchants to accept payment cards must interoperate with mobile networks offered by telecom operators and third-party mobile devices utilizing those operating systems. If we are unable to ensure that our services or hardware interoperate with such networks, operating systems and devices, our business may be seriously harmed.

We are dependent on the ability of our products and services to integrate with a variety of operating systems and networks, as well as web browsers that we do not control. Any changes in these systems or networks that degrade the functionality of our products and services, impose additional costs or requirements on us, or give preferential treatment to competitive services, including their own services, could seriously harm the levels of usage of our products and services. We also rely on bank platforms to process some of our transactions. If there are any issues with or service interruptions in these bank platforms, users may be unable to have their transactions completed, which would seriously harm our business.

In addition, our hardware interoperates with mobile networks offered by telecom operators and mobile devices developed by third parties. Changes in these networks or in the design of these mobile devices may limit the interoperability of our hardware with such networks and devices and require modifications to our hardware. If we are unable to ensure that our hardware continues to interoperate effectively with such networks and devices, or if doing so is costly, our business may be seriously harmed.

Our business depends on a strong and trusted brand, and any failure to maintain, protect and enhance our brand would harm our business.

We have developed a strong and trusted brand, highly linked to the reputation and public image of UOL, our controlling shareholder, which has contributed significantly to the success of our business. Our brand is predicated on the idea that sellers and buyers will trust us and find value in building and growing their businesses with our products and services. Maintaining, protecting and enhancing our brand are critical to expanding our base of sellers, buyers and other third-party partners, as well as increasing engagement with our products and services. This will depend largely on our ability to maintain trust, be a technology leader, and continue to provide high-quality and secure products and services. Any negative publicity about our industry, our company or UOL, our controlling shareholder, the quality and reliability of our products and services, our risk management processes, changes to our products and services, our ability to effectively manage and resolve seller and buyer complaints, our privacy and security practices, litigation, regulatory activity, the experience of sellers and buyers with our products or services, and changes in the public opinion of UOL, could harm our reputation and the confidence in and use of our products and services. Harm to our brand can arise from many sources, including failure by us or our partners to satisfy expectations of service and quality; inadequate protection of sensitive information; compliance failures and claims; litigation and other claims; employee misconduct; and misconduct by our partners, service providers or other counterparties. If we do not successfully maintain a strong and trusted brand, our business could be seriously harmed.

Our business is subject to extensive government regulation and oversight and our status under these regulations may change. Violation of or non-compliance with present or future regulations could be costly, expose us to substantial liability and force us to change our business practices, any of which could seriously harm our business and results of operations.

The Central Bank has duly authorized PagSeguro Brazil and Wirecard Brazil Instituição de Pagamento S.A. (formerly Wirecard Brazil S.A.), or MOIP, to operate as payment institutions, and it has authorized BancoSeguro S.A., or BancoSeguro, to operate as a financial institution. Both PagSeguro Brazil and MOIP are licensed by the Central Bank as payment institution issuers of electronic currency and as acquirers. PagSeguro Brazil's authorization to operate under such categories was issued by the Central Bank on October 17, 2018, and, on March 18, 2019, PagSeguro Brazil was authorized by the Central Bank to operate as a payment institution issuer of post-paid instruments (such as credit cards) within third-party payment schemes. Currently, our digital payments activity performed by PagSeguro Brazil and MOIP as payment scheme settlors is exempt from authorization. In March 2023, the Central Bank authorized PagInvest Corretora de Títulos e Valores Mobiliários Ltda., or PagInvest, to operate as a securities broker-dealer (*corretora de títulos e valores mobiliários*). In October 2023, the Brazilian Securities Commission (*Comissão de Valores Mobiliários*), or the CVM, also authorized PagInvest to provide custody services. Our investment related activities in the securities market, currently conducted by BancoSeguro through our investment platform, will gradually transition to PagInvest.

Abroad, our activities extend over multiple jurisdictions in Latin America, such as Chile, Colombia, Mexico and Peru, which possess complex regulatory and legal frameworks. As a result of this, we are required to comply with a wide range of laws and regulations in the countries where we operate or do business, including anti-corruption, international sanctions, anti-money laundering, data protection, privacy of personal data, and related laws and regulations. Our governance and compliance processes, which include the review of internal control over financial reporting, may not timely identify or prevent breaches of legal, regulatory, accounting, governance or ethical standards required by these jurisdictions. Our failure to comply with applicable laws and other standards imposed by these jurisdictions in which we operate could subject us to investigations by authorities, litigation, fines, loss of operating licenses, disgorgement of profits, involuntary dissolution and reputational harm.

In addition, early payment of receivables is part of our activities. Law No. 12,865/2013 prohibits payment institutions such as PagSeguro Brazil and MOIP from performing activities that are limited to financial institutions. There is some debate under Brazilian law as to whether providing early payment of receivables to merchants could be characterized as "lending," which is an activity that is limited to financial institutions. Similarly, there is some debate as to whether the discount rates applicable to this early payment feature should be considered as "interest," in which case the limits set by the Brazilian Usury Law would apply to these rates. In this context, the Central Bank Office of Legal Counsel (*Procuradoria-Geral do Banco Central*) issued a legal opinion in which it concluded that: (i) the advance of payments of trade receivables (credit card installment receivables backed by executed and paid transactions) to merchants relates to the early payment of an obligation and should not be confused with activities of financial institutions; and (ii) discount rates applicable to this prepayment mechanism are subject to the limits set forth in the Brazilian Usury Law. If new laws are enacted or the courts' interpretation of this activity changes, either preventing us from providing early payments of receivables to merchants or limiting the fees we usually charge, our financial performance could be negatively affected. For further information regarding these regulatory matters, see "Item 4. Information on the Company—Regulation—Regulation of the digital payments industry in Brazil."

BancoSeguro is licensed in Brazil as a multi-purpose bank, with commercial and investment banking portfolios. As a financial institution, BancoSeguro is subject to Law No. 4,595/1964 and the rules issued by the National Monetary Council (the Conselho Monetário Nacional, or CMN), and the Central Bank. Brazilian financial institutions are subject to extensive government regulations, including those relating to: (i) minimum capital requirements; (ii) compulsory deposits/reserve requirements; (iii) investment requirements in fixed assets; (iv) lending limits and other credit restrictions; (v) accounting and statistical requirements; (v) price and salary controls; and (vi) tax policy and regulation. Additionally, within the scope of its investment banking portfolio, BancoSeguro, through our investment platform, acts as a distributor of securities (currently, third party investment funds) and as an intermediary in securities markets, and in this regard BancoSeguro is regulated and supervised by the CVM, in accordance with Law No. 6,385/1976 and the rules issued by the CVM and by BSM Supervisão de Mercados (the self-regulatory division of the Brazilian stock exchange, the B3). Brazilian payment institutions and financial institutions have no control over government regulations applicable to their activities. Any changes in such regulations could adversely affect the operations and financial results of BancoSeguro, MOIP, PagSeguro Brazil and PagInvest.

For instance, Law No. 14,690/2023 was published on October 3, 2023 which established a new limit on the interest and financial fees charged on the outstanding balances of credit card invoices in the categories of revolving credit (*crédito rotativo*) and installment credit (*parcelamento de fatura de cartão de crédito*). On December 21, 2023, the CMN and the Central Bank regulated, through Resolution No. 5,112 and Resolution No. 365, the limit provided for in Law No. 14,690/2023. Under these new rules, the total amount of interest and financial charges that may be levied on revolving credit or installment credit balances cannot exceed the original amount of the debt financed. This limit applies to all issuers of credit cards and other post-paid payment instruments.

Furthermore, if we are found to be in violation of any current or future regulations, we could be (i) required to pay substantial fines (including per transaction fines) and disgorgement of our profits, (ii) required to change our business practices, or (iii) subjected to resolution regimes such as an intervention by the Central Bank and the out-of-court liquidation. We could also be subject to private lawsuits. Any of these consequences could seriously harm our business and results of operations.

We are subject to costs and risks associated with increased or changing laws and regulations affecting our business, including those relating to the sale of consumer products. Specifically, developments in data protection and privacy laws could harm our business, financial condition, results, or operations.

We operate in a complex regulatory and legal environment that exposes us to compliance and litigation risks and that could materially affect our results of operations. These laws may change, sometimes significantly, as a result of political, economic or social events. Some of the federal, state or local laws and regulations that affect us include: those relating to consumer products, product liability or consumer protection; those relating to the manner in which we advertise, market or sell products; labor and employment laws, including wage and hour laws; tax laws or interpretations thereof; data protection, privacy and cybersecurity laws and regulations; and securities and exchange laws and regulations. For instance, data protection and privacy laws are developing to consider the changes in cultural and consumer attitudes towards the protection of personal data. There can be no guarantee that we will have sufficient financial resources to comply with any new regulations or successfully compete in the context of a shifting regulatory environment. Any additional privacy laws or regulations could seriously harm our business, financial condition or results of operations.

Changes in tax laws, tax incentives, benefits or differing interpretations of tax laws may adversely affect our results of operations.

Changes in tax laws, regulations, related interpretations and tax accounting standards in Brazil, the Cayman Islands or the United States may result in a higher tax rate on our earnings, which may significantly reduce our profits and cash flows from operations. For example, in 2015 the Brazilian government increased the rate of PIS/COFINS tax (which is a social contribution on gross revenues) from 0% to 4.65% on financial income realized by Brazilian companies that are taxed under the non-cumulative regime (which is the tax regime that applies to us). In addition, our results of operations and financial condition may decline if certain tax incentives are not retained or renewed. For example, Brazilian Law No. 11,196 currently grants tax benefits to companies that invest in research and development, provided that some requirements are met, which significantly reduces our annual income tax expense. On the other hand, if taxes applicable to our business increase or any tax benefits are revoked and we cannot alter our cost structure to pass our tax increases on to customers, our financial condition, results of operations and cash flows could be harmed. Our payment processing activities are also subject to a Municipal Tax on Services (*Imposto Sobre Serviços*), or ISS. Any increases in ISS rates would also harm our profitability.

In addition, Brazilian government authorities at the federal, state and local levels are considering changes in tax laws to cover budgetary shortfalls resulting from the economic downturn in Brazil. If these proposals are enacted they may harm our profitability by increasing our tax burden, increasing our tax compliance costs, or otherwise affecting our financial condition, results of operations and cash flows. Some tax rules related to the collection, ancillary obligations or changes in the applicable tax rates in Brazil may be amended by the authorities without prior notice or a transition period for implementation. We may not always be aware of all such changes that affect our business and we may therefore inadvertently fail to pay the applicable taxes or otherwise comply with tax regulations, which may result in additional tax assessments, penalties and interests for our company. In this sense, we are involved in tax proceedings based on differences of interpretation between us and the Brazilian tax authorities regarding tax laws and regulations. For further information, see "Item 8. Financial Information—Tax and Social Security Proceedings."

At the municipal level, the Brazilian government enacted Supplementary Law No. 157/2016, which imposed changes regarding the taxes applied to services we render. Once these changes are enforced, our taxes will be due in the municipality in which the acquirer of our services is located, rather than in the municipality in which our facilities are located. This obligation took force in January 2018, but its enforcement has been delayed by Direct Unconstitutionality Action No. 5835, or the ADI, filed by taxpayers. The ADI challenges Supplementary Law No. 157/2016's constitutionality before the Brazilian Federal Supreme Court, or STF, arguing that the new legislation would adversely affect companies due to the increased costs and bureaucracy that would come with making ISS tax payments to several municipalities and complying with tax reporting obligations connected therewith. Moreover, the Brazilian government enacted Supplementary Law No. 175/2020, which implemented additional changes to the collection of ISS taxes on certain services, including debit or credit card services, and provided that ISS taxes due for the rendering of these services be paid to the municipality in which the recipient of the service is located. In June 2023, the Brazilian Supreme Court declared the provisions of Supplementary Law 157/2016 and Supplementary Law 175/2020, which required the payment of ISS taxes to the municipality in which the acquirer of the service is located, unconstitutional. As a result, the payment of ISS taxes are due to the municipality in which the service provider's headquarters are located.

The Brazilian government has been studying a substantial tax reform in Brazil which demonstrated significant progress in the year-end 2023, with more expected in 2024. This tax reform includes a proposal to eliminate the current exemption from income tax on dividend payments. Should this change be implemented, it would lead to higher tax liabilities on dividends or distributions made by Brazilian companies, potentially affecting our ability to receive future cash dividends or distributions net of taxes from our subsidiaries. It is not possible to precisely predict if and how potential changes may affect our business, but it is advised that prospective investors consult their tax advisors for reviewing potential impacts associated with these potential changes in the applicable tax law.

On December 20, 2023, the Brazilian Congress passed a tax reform on consumption (Constitutional Amendment Nº 132 - EC 132/2003), which is expected to come into effect within a seven-year transition period starting from 2026. This constitutional amendment aims at simplifying the Brazilian tax framework. It provides for, among other things, (i) the removal of five taxes (except in limited circumstances), including the existing value-added taxes (VAT) known as ICMS, the ISS, the tax on manufactured products, or IPI, PIS and COFINS, and (ii) the creation of two new VATs, namely the State/Municipal Tax on Goods and Services (*Imposto sobre Bens e Serviços*), or IBS, and the Federal Contribution on Goods and Services (*Contribuição sobre Bens e Serviços*), or CBS. Tax collection on the new VATs will be implemented by taxing consumption (rather than a tax on production and/or revenue, as in the prior system). According to EC 132/2023, the IBS and CBS will be regulated by a complementary law, which is yet to be drafted and approved. Different IBS and CBS rates may apply to specific goods and services listed in the Brazilian Constitution, with tax reductions included in the amendment that can range from 30%, 60% or 100% (e.g., medicines, agricultural products, education and others). Specific regimes will also be applied to sectors expressly listed in the Brazilian Constitution, with rules that will be regulated by a complementary law (e.g., fuel, financial services and others).

The Brazilian government established 19 working groups with states and municipalities to bring EC 132/2023 into force. They will have 60 days to prepare preliminary bills of complementary law to regulate the constitutional amendment, which then must be submitted for review in up to 180 days. We are still assessing this new tax reform, and we are unable to quantify the expected impact of EC 132/2003 on our financial position and profitability. Furthermore, EC 132/2023 also set a deadline of 90 days for the government to submit a bill of law to the Brazilian Congress proposing an income tax reform, as well as a proposal for a change in payroll taxation. According to the Extraordinary Secretariat for Tax Reform, this deadline technically ended in March 2024. However, there are no sanctions applicable if the government did not meet the deadline. In light of the complexity of the matter, there is no certainty on a timeline for the proposal of those changes.

Finally, there have been recent changes in the Brazilian tax legislation concerning the taxation of Brazilian investment funds, including FIDCs, by means of Law 14,754 of December 12, 2023 (Law 14,754/2003). According to this new legislation, one of these changes imposes that from 2024 onwards, the earnings derived from any investment in closed-end FIDCs shall be subject to a semi-annual tax due on the last business day of May and November, at the rates of 15% (in the case of long-term-FIDCs) or 20% (in the case of short-term FIDCs), irrespective of actual distributions, unless those FIDCs qualify as investment entities (as defined by Law 14,754/2023 and Resolution CMN 5,111/2023). PagSeguro Brazil's FIDC administrator has indicated that its FIDC qualifies as an investment entity according to Law 14,754/2023 and Resolution CMN 5,111/2023, and therefore Law 14,754/2023, should not impact our business.

Furthermore, we are subject to tax laws and regulations that may be interpreted differently by tax authorities, judicial or administrative courts and us. The application of indirect taxes, such as sales and use tax, value-added tax, or VAT, provincial taxes, goods and services tax, business tax and gross receipt tax, to businesses like ours is a complex and evolving issue. Significant judgment is required to evaluate applicable tax obligations. In many cases, the ultimate tax determination is uncertain because it is not clear how existing statutes apply to our business. One or more states, or municipalities, the federal government or other countries may seek to challenge the taxation or procedures applied to our transactions imposing the charge of taxes or additional reporting, record keeping or indirect tax collection obligations on businesses like ours. New taxes could also require us to incur substantial costs to capture data and to collect and remit taxes. If such obligations were imposed, the additional costs associated with tax collection, remittance and audit requirements could have a material adverse effect on our business and financial results.

Failure to deal effectively with fraud, fictitious transactions, bad transactions or negative customer experiences would increase our loss rate and harm our business, and could severely diminish merchant and consumer confidence in and use of our services.

We incur losses and expenses due to claims from consumers that merchants have not performed or that their goods or services do not match the merchant's description. We seek to recover these losses and expenses from the merchant but may not be able to recover them in full when the merchant is unwilling or unable to pay. We also incur losses and expenses from claims that the consumer did not authorize the purchase, from consumer fraud and from erroneous transmissions. In addition, if the losses we incur related to card transactions become excessive, they could potentially result in a loss of our right to accept cards for payment. If we were unable to accept cards, the number of transactions processed through our platform would decrease substantially and our business would be harmed. We are also subject to the risk of fraudulent activity by merchants, consumers of products purchased through our platform, or third parties handling our user information. We take measures to detect and reduce the risk of fraud, but these measures need to be continually improved and may not be effective against new and continually evolving forms of fraud or in connection with new product offerings. If these measures fail, our business could be harmed.

Increasingly intense competition may harm our business.

We compete in markets characterized by vigorous competition, changing technology, changing customer needs, evolving industry standards and frequent introductions of new products and services. We compete with existing providers of digital payment solutions, in-person payments via POS, free digital accounts, prepaid, debit, credit cards, loans, insurance distribution and acquiring activities. In the online digital payments market, we compete primarily with international online payment services and regional players. In the POS payments market, we compete primarily with international players and regional players. As is the case with the digital payments industry in general, we also compete with other means of payment, both digital and traditional, including cash, checks, Pix (a 24/7 instant payment platform sponsored by the Brazilian government), money orders and electronic bank deposits.

We expect competition to intensify in the future as existing and new competitors introduce new services or enhance existing services. We compete against many companies to attract customers, and some of these companies have greater financial resources and substantially larger bases of customers than we do, which may provide them with significant competitive advantages. These companies may devote greater resources than we do to the development, promotion and sale of products and services, and they may be more effective in introducing innovative products and services that hinder our growth. Competing services tied to established banks and other financial institutions may offer greater liquidity and create greater consumer confidence in the safety and efficiency of their services than PagSeguro. Mergers and acquisitions by or among these companies may lead to even larger competitors with more resources. We also expect new entrants to offer competitive products and services. For example, established banks and other financial institutions currently offer online payments and those, which do not yet provide such services could quickly and easily develop them. Certain merchants have longstanding exclusive, or nearly exclusive, relationships with our competitors to accept payment cards and other services that we offer. These relationships may make it difficult or cost prohibitive for us to conduct material amounts of business with them. If we are unable to differentiate ourselves from and successfully compete with our competitors, our business will suffer serious harm.

We may also face pricing pressures from competitors. Certain competitors are able to offer lower prices to merchants for similar services by cross subsidizing their digital payments services using other services they offer. This competition may mean we need to reduce our pricing, which could reduce our profits. As they grow, merchants may demand more customized and favorable pricing from us, and competitive pressures may require us to agree to this, further reducing our profits. If market conditions require us to increase the discounts or incentives we provide, our business could suffer serious harm.

Failure to maintain sufficient working capital could limit our growth and harm our business, financial condition and results of operations. Furthermore, we may offer new financial products and use new technologies that may have a negative impact on our liquidity by increasing our costs and risks associated with government regulation and investment in new technology.

We have significant working capital requirements, primarily driven by payment terms agreed with our merchant clients and the extended payment terms that they offer their customers. In our acquiring business, differences between the date when we pay our merchant clients and the date when we receive payments from card issuers may harm our liquidity and our cash flows. We expect our working capital needs to increase as our total transaction business increases. In order to finance our working capital needs, we have recently been entering into financing arrangements that decrease how long it takes us to collect our accounts receivable, and to increase how long we have to pay our accounts payable. In addition, we also use our full banking license to offer Certificates of Deposit (*Certificados de Depósito Bancário*), or CDs, through BancoSeguro primarily to fund our credit portfolio. We believe these financing arrangements and BancoSeguro's CDs allow us to gain access to capital faster and more cheaply than we would otherwise be able to. There can be no assurance that these types of financing arrangements will continue to be available to us on acceptable terms, or at all. We may also face liquidity constraints or financial stress in connection with outstanding CDs in the face of adverse macroeconomic conditions and threats to the international financial system, such as those following the Silicon Valley Bank closure and the distressed sale of Credit Suisse to UBS in March 2023. For more information of related risks, see "Risks Relating to our Business and Industry—Our operating results are affected by decreases in consumer discretionary spending. Changes in macroeconomic conditions may reduce the volume and prices of transactions on our payments platforms and harm our growth strategies and business prospects." If we do not have sufficient working capital, we may not be able to pursue our growth strategy, respond to competitive pressures or fund key strategic initiatives, such as the development of our sites, which may harm our business, financial condition and results of operations.

Furthermore, we may offer new financial products under BancoSeguro. The arrival of new financial products could have a variety of consequences for us. New financial products and technologies may increase our costs and risks associated with governmental regulation and investments in new technology. The costs of compliance with regulation and upgrading our infrastructure and technology to provide financial services could be significant. For example, we recently began offering a new service that allows our customers to buy, hold and sell quotas for investment funds in cryptocurrencies, some of which are also managed by third parties. Through our investment platform (the digital asset management platform available and used by our customers), our customers can invest in digital currencies through a new cryptocurrency investment fund. Any failure by us or our partners in maintaining the necessary controls or managing cryptocurrency assets and funds appropriately, including maintaining compliance with applicable regulatory requirements and addressing any cybersecurity considerations, could result in potential losses of cryptocurrencies, reputational harm, regulatory enforcement actions, significant financial losses, result in customers opting to discontinue or reduce their use of our and our partners' products, or result in significant penalties, fines or additional restrictions, which could cause an adverse impact on our business, operating results or financial condition. The significant regulatory uncertainty regarding cryptocurrency assets and cryptocurrency trading platforms, including in Brazilian markets, may restrict, limit or regulate in an excessive or burdensome manner the investments made in cryptocurrency assets or prohibit the use of such assets in the market (including any related transactions in different jurisdictions), which could adversely affect our activities, the manner in which we currently conduct some aspects of our business and, as a result, our financial condition or results of operations. Consequently, we are subject to potential litigation from clients who may experience impacts on their investments in cryptocurrency due to market volatility or as a result of operational failures, including from the uncertain regulatory landscape.

We rely on third parties and UOL, our largest shareholder, in many aspects of our business, which creates additional risk.

We rely on third parties in many aspects of our business, including, among others:

- Networks, banks, payment processors, and payment gateways that link us to the payment card and bank clearing networks to process transactions;
- Third parties that provide certain outsourced customer support and product development functions, which are critical to our operations; and
- Third parties that provide facilities, infrastructure, components and services, including data center facilities and cloud computing.

The third parties that we rely on to process transactions may fail or refuse to process transactions adequately. Any of the third parties we use may breach their agreements with us, refuse to renew these agreements on commercially reasonable terms, take actions that degrade the functionality of our services, impose additional costs or requirements on us, or give preferential treatment to competing services. Financial or regulatory issues, labor issues, or other problems that prevent these third parties from providing services to us or our customers could harm our business. If our service providers do not perform satisfactorily, our operations could be disrupted, which could result in customer dissatisfaction, damage our reputation, and harm our business.

We rely on UOL, our largest shareholder, and its subsidiaries for several business services, particularly: telecommunications services; infrastructure, corporate, litigation and back-office services. UOL and its subsidiaries also provide us with advertising and media space and resell cloud services to us. For further details of these services, see "Item 7. Major Shareholders and Related Party Transactions—Related Party Transactions."

Our failure to manage the assets underlying our customer funds properly could harm our business.

Our ability to manage and account accurately for the assets underlying our customer funds requires a high level of internal controls. As our business continues to grow and we expand our product offerings, we must continue to strengthen our internal controls accordingly. Our success requires significant public confidence in our ability to handle large and growing transaction volumes and amounts of customer funds. Any failure to maintain the necessary controls or to manage the assets underlying our customer funds accurately could severely diminish customer use of our products or result in penalties and fines, which could harm our business.

Increases in interest rates may harm our business

Processing consumer transactions made using credit cards, as well as providing early payment of receivables to merchants when consumers make credit card purchases in installments, both make up a significant portion of our activities. In general, when Brazilian interest rates increase, consumers may choose to make fewer purchases using credit cards; and fewer merchants may decide to use our early payment of receivables feature if our overall financing costs require us to increase the discount rate we charge for this feature. Either of these factors could cause our business activity levels to decrease.

Following significant decreases in Brazilian and global interest rates from the start of the COVID-19 pandemic, in March 2021, the Central Bank began increasing the SELIC interest rate, which was 2% p.a. at the beginning of 2021, and reached 13.75% p.a. in December 2022. This increase resulted in a significant reduction in our margin, and in October 2021, we decided to raise the prices we charge our merchants, mainly affecting merchants who were benefiting from promotional prices. Implementing these price increases has been done over a period of time and were intended to offset a portion of the resulting cost increases such that we maintain a rate of customer churn close to our historical levels. Following improved inflation rates observed in Brazil in mid-2023, after remaining steady at 13.75% p.a. between August 2022 and August 2023, the Central Bank reduced the interest rate by 0.50% p.p. in August 2023, followed by four additional reductions of the same magnitude between September 2023 and January 2024. However, market uncertainty remains about the inflation and interest rate levels in Brazil. Any increases in the Brazilian interest rate levels in addition to other factors could lead us to implement further price increases (similar to what we have done in the past), which may cause an adverse effect on our business or financial results.

The e-commerce market in Brazil is developing, and the expansion of our business depends on the continued growth of e-commerce, as well as increased availability, quality and usage of the internet in Brazil.

Our future revenues from digital payments depend substantially on consumers' widespread acceptance and use of the internet to conduct commerce. Rapid growth in the use of the internet (particularly to provide and purchase products and services) is a relatively recent phenomenon in Brazil and we cannot assure you that this rapid growth of acceptance and usage will continue.

Internet penetration in Brazil may never reach the levels seen in more developed countries for reasons that are beyond our control, including the lack of necessary network infrastructure or delayed development of enabling technologies, performance improvements and security measures. The infrastructure for the internet in Brazil may not be able to support continued growth in the number of users, their frequency of use or their bandwidth requirements. Delays in telecommunication and infrastructure development or other technology shortfalls may impede improvements in internet reliability in Brazil. If telecommunications services are not sufficiently available to support the growth of the internet in Brazil, response times could be slower, which would reduce internet usage and harm our services. In addition, even if internet penetration in Brazil increases, this may not lead to growth in e-commerce due to several factors, including lack of confidence by users in online security.

Furthermore, the price of internet access and internet-connected devices, such as personal computers, tablets, mobile phones and other portable devices, may limit our growth, particularly in parts of Brazil with low levels of income. Income levels in Brazil are significantly lower than in the United States and other more developed countries, while prices of both portable devices and internet access in Brazil are higher than in those countries. Income levels in Brazil may decline and device and access prices may increase in the future.

Any of these factors could limit our ability to generate revenues in future.

Our quarterly results of operations and operating metrics may fluctuate and are unpredictable and subject to seasonality, which could result in the price of our Class A common shares being unpredictable or declining.

Our quarterly results of operations may vary significantly and are not necessarily an indication of future performance. These fluctuations may be due to a variety of factors, some of which are outside of our control and may not fully reflect the underlying performance of our business. In addition, we operate in a somewhat seasonal industry, which tends to experience relatively fewer transactions in the first quarters of the year, increased activity as the year-end holiday shopping season initiates, and fewer transactions after the year-end holidays. In addition, businesses operating in Brazil, such as ours, tend to experience relatively fewer transactions during certain international sporting events.

Factors that may cause fluctuations in our quarterly results of operations include our ability to attract and retain customers; the timing, effectiveness and costs of expansion and upgrades of our systems and infrastructure, as well as the success of those expansions and upgrades; the outcomes of legal proceedings and claims; our ability to maintain or increase revenue, gross margins and operating margins; our ability to continue introducing new services and to continue convincing customers to adopt additional offerings; increases in and timing of expenses that we may incur to grow and expand our operations and to remain competitive; period-to-period volatility related to fraud and risk losses; system failures resulting in the inaccessibility of our products and services; changes in the regulatory environment, including with respect to security, privacy or enforcement of laws and regulations by regulators, including fines, orders, or consent decrees; changes in global business or macroeconomic enforcement of laws and regulations by regulators, including fines, orders, or consent decrees; changes in global business conditions; general retail buying patterns; and the other risks described in this annual report. Future fluctuations in quarterly results may mean that our business is less predictable and may harm the trading price of our Class A common shares.

Our business could be harmed if we are unable to forecast demand for our products accurately or to manage our product inventory adequately.

With the goal of increasing our transaction business and POS device offerings, we invest broadly in our POS unit technology. Our products, such as the Moderninha and the Minizinha, often require investments with long lead times. An inability to forecast the success of a particular product correctly could harm our business. We must forecast inventory needs and expenses and place orders sufficiently in advance with our third-party suppliers and contract manufacturers based on our estimates of future demand for products. Our ability to forecast demand for our products could be affected by many factors, including an increase or decrease in demand for our products or for our competitors' products, unanticipated changes in general market conditions, and the change in economic conditions.

If we underestimate demand for a particular product, our contract manufacturers and suppliers may not be able to deliver enough product to meet our requirements, and we may experience a shortage of that product available for sale or distribution. The shortage of a popular product could seriously harm our brand, our seller relationships, the acquisition of additional sellers and our total transaction business. If we overestimate demand for a particular product, we may have excess inventory for that product and the excess inventory may become obsolete or out of date. Inventory levels more than demand may lead us to write down or write off the inventory or sell excess inventory at further discounted prices, which could harm our profit and our business.

Some of the key components of our POS devices are sourced from a limited number of suppliers. We are therefore at risk of shortage, price increases, changes, delay or discontinuation of key components, which could disrupt and harm our business.

Some of the key components used to manufacture our POS devices, such as the chip and pin reader, come from limited sources of supply. In addition, although we are expanding our range of POS devices derived from different providers, we currently rely on one manufacturer to manufacture, test and assemble a significant amount of our POS devices. The agreements for the components used to manufacture our POS devices are entered into directly by the manufacturer of our POS devices and we do not have agreements with these suppliers. In particular, we entered into an Agreement for the Supply of Equipment on June 26, 2014, as amended from time to time, with PAX BR Comércio de Equipamentos de Informática Ltda., or PAX Brazil, Transire Fabricação de Componentes Eletrônicos Ltda., or Transire Brazil, and Net+Phone Telecomunicações Ltda, or Net+Phone, which sets forth the types of POS devices to be sold by PAX Brazil, Transire Brazil and Tec Toy S.A., or Tectoy, to us and the standard terms and conditions governing this supply of POS devices. PAX Brazil, Transire Brazil and Tectoy together serve as our main supplier of POS devices. Consideration payable to PAX Brazil, Transire Brazil and Tectoy under this agreement is determined by the number of POS devices ordered by us. In October 2021, media reports disclosed an investigation by U.S. authorities into the activities of PAX Technology. We do not have direct commercial arrangements with PAX Technology, but rather we purchase the POS device hardware – not software – from local assemblers in Brazil that buy the components from PAX Technology and certain other suppliers. Different from other companies in the sector, we (as an acquirer) develop and install the software on the POS devices that we source from third-party suppliers in order to provide us with greater control over related data and security features of our services using POS devices, and we do not exchange any information regarding our customers, merchants or transactions with other third-party suppliers. However, we understand that the PAX Technology investigation is ongoing, and it ultimately could have an adverse impact on the global market for POS devices and related components, which in turn could have a negative effect on our business, reputation or financial results.

In order to increase the number of suppliers for the POS devices we use, on December 6, 2022, we entered into an equipment supply agreement and started a new commercial relationship with Cal-Comp Indústria e Comércio de Eletrônicos e Informática Ltda., or Cal-Comp Brazil, and Newland Payment Tecnologia do Brasil Ltda., or Newland Brazil. Consideration payable to Cal-Comp Brazil and Newland Brazil under this agreement is determined by the number of POS devices we order on an ongoing basis.

The agreements for the components used to manufacture our POS devices are entered into directly by the manufacturers. We do not engage or participate in the negotiation of these agreements and we do not enter into agreements with the suppliers of our manufacturers. As a result of our reliance on our POS device manufacturers, we are exposed to the risk of shortages and delays in the supply of the components they require to manufacture our POS devices. If our manufacturers cannot find alternative sources of supply, we could be subject to shortages or delivery delays or other issues (such as the delay in the assembly of the POS devices), and as a result our business operations or financial results could be adversely affected.

A number of other supply-chain risks, including strikes or shutdowns, or loss of or damage to our POS devices while in transit or in storage, could limit the supply of our POS devices. Any interruption or delay in component supply, any increases in component costs, or the inability of our manufacturers to obtain the necessary parts or components from alternate supply sources at acceptable prices or in a timely manner (including difficulties in fulfilling obligations in connection with the warranties we provide for our POS devices) could undermine our ability to provide our POS devices or other services to our merchants. This could damage our relationships with our clients, prevent us from acquiring new clients, and adversely effect our reputation in the market, which may cause an adverse affect on our business operations or financial results.

We are subject to anticorruption, anti-bribery and anti-money laundering laws and regulations, and any errors, failures, or delays in complying with anticorruption, anti-bribery and anti-money laundering laws and regulations could result in significant criminal, administrative and civil lawsuits, penalties, forfeiture of significant assets, or other enforcement actions, as well as reputational harm.

We are subject to various anticorruption, anti-bribery and anti-money laundering laws and regulations that prohibit, among other things, our involvement in improper payments to certain public officials for the purpose of obtaining advantages or in transferring the proceeds of criminal activities. We have programs designed to comply with new and existing legal and regulatory requirements. However, any errors, failures, or delays in complying with anticorruption, anti-bribery and anti-money laundering laws and regulations could result in significant criminal, administrative and civil lawsuits, penalties, forfeiture of significant assets, or other enforcement actions, as well as reputational harm.

Regulators may increase enforcement of these obligations, which may require us to further revise or expand our compliance program, including the procedures we use to verify the identity of our customers and to monitor our transactions. Regulators regularly re-examine the transaction volume thresholds at which we must obtain and keep applicable records or verify identities of customers and any change in such thresholds could result in greater costs for compliance. Costs associated with fines or enforcement actions, changes in compliance requirements, or limitations on our ability to grow could harm our business and any new requirements or changes to existing requirements could impose significant costs, result in delays to planned product improvements, make it more difficult for new customers to join our network and reduce the attractiveness of our products and services.

The loss of any member of our management team and our inability to make up for such loss with a qualified, replacement could harm our business.

Our business depends upon the efforts and skill of our senior management, who has played an important role in shaping our company culture. Our future success depends to a significant extent on the continued service of our senior management team, who are critical to the development and the execution of our business strategies. Any member of our senior management team may leave us to set up or work in businesses that compete with ours. There is no guarantee that the compensation arrangements and non-competition agreements we have entered with our senior management team are sufficiently broad or effective to prevent them from resigning in order to set up or join a competitor, or that the non-competition agreements would be upheld in a court of law. In the event that a number of our senior management members leave our company, we may have difficulty finding suitable replacements, which could seriously harm us.

Our future success also depends on our ability to identify, attract, hire, train, retain, motivate and manage other highly skilled technical, managerial, information technology, marketing, product, risk management and customer service personnel. Competition for these personnel is intense, and we may not be able to successfully attract, hire, train, retain, motivate and manage sufficiently qualified personnel.

We partially rely on card issuers or card schemes to process our transactions. Changes to credit card scheme fees, rules or practices may harm our business.

We partially rely on card issuers or card schemes to process our transactions and must pay a fee for this service. From time to time, card schemes such as MasterCard and Visa may increase the interchange fees that they charge for each transaction using one of their cards. Credit card processors have the right to pass any increases in interchange fees on to us as well as increase their own fees for processing. In addition, card schemes have imposed and may again impose special assessments for transactions that are executed through a "digital wallet," and these fees could particularly affect us and significantly increase our costs. These increased fees increase our operating costs and reduce our profit margins.

We are also required by credit card schemes to comply with their operating rules. The credit card schemes and their member banks set and interpret these rules. The bank accounts offered by those member banks compete with our digital account services. Visa, MasterCard, American Express, Elo or other credit card companies could adopt new operating rules or reinterpret existing rules that we or our processors might find difficult or even impossible to follow. As a result, we could lose our ability to provide our customers the option of using credit cards to fund their payments and our users the option to pay their fees using a credit card. If we were unable to accept credit cards, our business would be seriously harmed.

We could lose the right to accept credit cards or could be required to pay fines if credit card schemes such as MasterCard or Visa determine that users are using our platform to engage in illegal or "high risk" activities, or if users generate a large volume of chargebacks related to fraudulent transactions. Additionally, we may be unable to access financing in the credit and capital markets at reasonable rates to fund our operations and for that reason our profitability and total transaction business could decline significantly.

We might not successfully implement strategies to increase adoption of our digital payment methods, which would limit our growth.

Our future profitability will depend, in part, on our ability to successfully implement our strategy to increase adoption of our digital payment methods. We cannot assure you that the market for digital payments will continue to grow or will remain viable. We expect to invest substantial amounts to:

- drive consumer and merchant awareness of digital payments;
- encourage consumers and merchants to sign up for and use our digital payment products;
- enhance our infrastructure to handle seamless processing of transactions;
- continue to develop state of the art, easy-to-use technology;
- expand our operations;
- increase the number of users who collect and pay digitally; and
- grow and diversify our customer base.

Despite these investments, we may fail to implement these programs successfully or to increase substantially the number of customers who pay for our digital payment methods. This would hold back any growth in our revenues and harm our business.

If we fail to establish and maintain proper and effective internal controls over financial reporting, our results of operations and our ability to operate our business may be harmed.

We are subject to the Sarbanes-Oxley Act, which requires, among other things, that we establish and maintain effective internal controls over financial reporting and disclosure controls and procedures. Under the SEC's current rules, we have been required to perform system and process evaluation and testing of our internal controls over financial reporting to allow management to assess the effectiveness of our internal controls since 2018. Our testing may reveal deficiencies in our internal controls that are deemed to be material weaknesses or significant deficiencies and render our internal controls over financial reporting ineffective. If we are not able to comply with these requirements in a timely manner, or if we or our management identifies material weaknesses or significant deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses, the market price of our Class A common shares may decline and we may be subject to investigations or sanctions by the SEC, the Financial Industry Regulatory Authority, Inc., or FINRA, or other regulatory authorities. In addition, we may be required to expend significant management time and financial resources to correct any material weaknesses that may be identified or to respond to any regulatory investigations or proceedings.

If we do not effectively and accurately meet our reporting obligations regarding nonfinancial information, including any climate-related information and ESG reporting that we provide publicly, our results of operations and our business may be adversely affected.

The global financial industry has seen a significant shift towards integrating environmental, social, and governance, or ESG, considerations into business operations, driven by increasing investor and regulatory focus, and we are subject to disclosure controls and procedures, particularly in areas of financial and nonfinancial reporting (including any climate-related and ESG reporting). However, there are still uncertainties regarding the actions required to meet climate, environmental, and social goals that pose a risk to our business, which is compounded by the potential for noncompliance with policies, employee misconduct, or fraud, leading to regulatory sanctions, civil claims, and reputational or financial harm.

The Central Bank has been proactive in this sense, issuing a series of new regulations and standards focusing on the management and governance of social, environmental and climate risks. These regulations apply to financial institutions' products, services and activities, as well as those of their counterparties, controlled entities, suppliers and outsourced service providers. Key regulations include (i) CMN Resolution No. 4,943, which amends CMN Resolution No. 4,606 to better define and manage social, environmental and climate risks, (ii) CMN Resolution No. 4,944, which addresses continuous risk management and amends CMN Resolution No. 4,606, (iii) CMN Resolution No. 4,945, which replaced CMN Resolution No. 4,327 of April 25, 2014, to update the Social and Environmental Responsibility Policy (*Política de Responsabilidade Socioambiental*), or PRSA, to include climate aspects and reduce the review period from five to three years, (iv) Resolution No. 151, of October 6, 2021, which regulates the remittance information regarding social, environmental and climate risks addressed in CMN Resolution No. 4,557, related to exposures in credit and securities transactions, as well as those of the respective debtors under these transactions, identification, economic sector, risk aggravating and mitigating factors, among others. Additionally, in line with the "Sustainability" pillar of the "Agenda BC#" and following Public Consultations Nos. 82, 85, and 86, new rules were published to improve disclosure and governance related to social, environmental and climate risks. These rules aim to align national regulations with international ESG standards, including the recommendations of the Task Force on Climate-related Financial Disclosures. Notably, Resolution No. 139 mandates the annual publication of the Report on Social, Environmental and Climate Risks and Opportunities (*Relatório de Riscos e Oportunidades Sociais, Ambientais e Climáticas*, or the GRSAC Report) by financial institutions classified in S1, S2, S3 or S4, detailing social, environmental, and climate risks and opportunities, which must be published annually with the base date of December 31, within a maximum period of 90 days from December 31, and made available on their websites for five years.

The financial sector also faces physical risks from climate change, including extreme weather events like flooding, wildfires and prolonged droughts. Recently, Brazil experienced extreme weather in 2023, understood to be attributed to the El Niño phenomenon, which underscores the importance of integrating climate risks into operational and risk management frameworks. Failure to adequately address these risks could adversely affect our business growth, profitability and financial condition, including disruption to our operations or those of our customers or third parties on which we rely and do business.

On March 6, 2024, the SEC issued its final rule, the SEC Climate Rule, that requires registrants to provide certain climate-related disclosures in their annual reports and registration statements, commencing with annual reports for the year ending December 31, 2025. These disclosures are expected to require significant climate-related information to be provided by U.S. public companies, including us, covering evaluation and disclosure of material climate-related risks and opportunities, GHG emissions inventory, climate-related targets and goals, and the financial impact of physical and transition risks. As a result of the SEC Climate Rule, our legal, accounting and other compliance expenses may increase significantly, and compliance efforts may divert management time and attention. We may also be exposed to legal or regulatory action or claims as a result of these new regulations. On April 4, 2024, the SEC announced that it had voluntarily stayed the SEC Climate Rule pending judicial review. We are not able to predict when or if the SEC Climate Rule will become effective, and we cannot anticipate the impact of the SEC Climate Rule on our business and compliance requirements and disclosure obligations.

Moreover, we are exposed to the risk that our assessment that a product or service we provide, or an investment that we have made, is socially or environmentally responsible, will be challenged by customers, regulators or third parties. There has been increased investor and regulatory focus on ESG-related practices of financial institutions. A growing interest on the part of investors and regulators in ESG factors, and increased demand for, and scrutiny of, ESG-related disclosures by financial institutions, has likewise increased the risk that we could be perceived as, or accused of, making inaccurate or misleading statements regarding the investment strategies of our self-managed investment funds, or of our and our funds' ESG efforts or initiatives, commonly referred to as "greenwashing." Such perceptions or accusations could damage our reputation, result in litigation or regulatory enforcement actions, and adversely affect our business.

Man-made or natural disasters, including extreme weather conditions due to climate change (high temperatures, floods, thunderstorms) or other unexpected events could adversely affect networks, systems, infrastructure and service continuity.

Our operations may be suspended or interrupted for an indeterminate period in case of adverse events that are likely to damage our business infrastructure or Brazilian infrastructure, on which our services depend. These events include natural disasters, storms, cyclones, climate change or other environmental events, and man-made disasters, including fires, explosions and geopolitical disruptions due to civil unrest or health crises (such as the COVID-19 pandemic), or any other unexpected events. Climate change represents systemic risks that, when realized, can result in socio-economic, financial and environmental impacts potentially affecting the fulfillment or implementation of our business and financial strategies and objectives.

When examining the physical risks associated with climate change, the increasing frequency of extreme weather events such as storms, heatwaves and wildfires can lead to significant damage to our infrastructure or Brazil's infrastructure causing failures in our information transmissions or delays in the supply chains we depend on. When severe natural disasters occur frequently, there is a risk that any damage to our infrastructure or the infrastructure we depend on will not be able to be repaired and restored in a timely and cost-effective manner. Our customers and merchants similarly face these risks in their business and operating activities.

From September to November 2023, the South and Southeast regions of Brazil were significantly affected by the adverse effects of climate change. In the Southern region, extreme weather events were caused by an extra-tropical cyclone impacting energy supply in certain regions in Brazil. In the State of São Paulo, part of the Southeast region of Brazil, winds exceeding 100 km/h affected the state's energy supply. The growing likelihood of damage to our infrastructures or the infrastructure we depend on due to extreme natural disasters could have a material adverse impact on our operations. Rising mean temperatures could increase our operating costs mainly due to the increase in refrigeration needs of our equipment or the replacement of equipment that becomes damaged. High temperatures also can affect the transmission of information resulting in failures, write-offs and early retirement or certain equipment and therefore increase the risk of severe disruption.

When considering the transition risks of climate change, an increased cost of energy stands out for having the most substantial financial impact. The financial services and banking sector is not especially dependent on fossil fuels but is very dependent on electricity consumption, so an increase in electricity prices due to a shortage of natural resources or droughts (considering Brazil's reliance on hydroelectric power) could have a significant impact on our energy related operating expenses.

If we are unable to mitigate or prevent any such damage in the event of a natural or man-made disaster and any other unexpected events, the suspension or interruption of our operations could have an adverse effect on the continuity of our operations, our financial results and compliance with applicable regulations.

Our operating results are affected by decreases in consumer discretionary spending. Changes in macroeconomic conditions may reduce the volume and prices of transactions on our payments platforms and harm our growth strategies and business prospects.

Our operating results are affected by the condition of the economy in Brazil and other countries around the world. Our business and financial performance may be harmed by current and future economic conditions that cause a decline in business and consumer spending, including a reduction in the availability of credit, increased unemployment levels, higher energy and fuel costs, rising interest rates, financial market volatility, and recession.

Furthermore, geopolitical instability arising from conflicts, such as the recent conflict in the Middle East and the ongoing war in Ukraine, and the resulting imposition of sanctions, taxes or tariffs against Russia and its response to such sanctions (including retaliatory acts, such as cyberattacks and sanctions against other countries) could adversely affect the global economy or specific international, regional and domestic markets, including the Brazilian market. Such events could have an adverse effect on our business and financial performance through increased worldwide inflation, greater compliance costs, higher volatility in foreign currency exchange rates, destabilized supply chains and further market disruptions, including from cyberattacks targeting technologies that we rely on or the markets in which we or our customers operate.

The World Bank in its January 2024 World Economic Outlook forecasted 3.1% growth for the world GDP in 2024 and 3.2% in 2025. In this recent study, the World Bank indicated that, "with disinflation and steady growth, the likelihood of a hard landing has receded, and risks to global growth are broadly balanced." This slightly more optimistic short-term forecast compared to what was previously expected last year is due to factors such as the resilience of the United States economy and certain emerging markets, in addition to economic policy measures by the Chinese government. However, uncertainties remain and GDP growth is still expected to be below the historical average due to high interest rates to contain inflation, less fiscal support from governments and low productivity growth. Due to the inherent uncertainty in the Brazilian domestic and the international economy, and the challenges facing existing levels of globalization that connects markets globally, any of the foregoing could adversely affect the financial services sector and, consequently, our business, results of operations and financial condition, and could cause the trading price of our Class A common shares to decline.

A failure to comply with export controls or economic sanctions laws and regulations could have a material adverse impact on our results of operations, financial condition and reputation.

We face risks related to compliance with export controls (which can apply to software and technology) and economic sanctions laws and regulations, including those administered by the United Nations, the European Union and the United States, including the U.S. Treasury Department's Office of Foreign Assets Control. Economic sanctions programs, if applicable, would restrict our dealings with certain sanctioned countries, territories, individuals and entities. Export controls restrict the export or transfer of certain goods, technology, and software to certain end-users or locations. Economic sanctions and export controls are complex, frequently changing, and often increase in number, and may impose incremental prohibitions, fines, restrictions on dealings with or involving additional countries, territories, individuals, entities or items or compliance obligations on our dealings in certain countries and territories or involving certain items. We may not be successful in ensuring compliance with limitations or restrictions on business with companies in any sanctioned countries and/or other sanctions targets, and we could potentially become targeted by sanctions as a result of such business even where such business was conducted in compliance with applicable laws and regulations. If we are found to be in violation of applicable sanctions or export controls laws or regulations or to have engaged in sanctionable conduct, we may face criminal or civil fines or other penalties, we may suffer reputational harm and our results of operations and financial condition may be adversely affected.

Additionally, there can be no assurance that our employees, directors, officers, partners or any third parties that we do business with, including, among others, any distributors or suppliers, will not violate sanctions or export controls laws and regulations or engage in sanctionable conduct. We may ultimately be held responsible for any such violation of sanctions or export controls laws and regulations, or sanctionable conduct, by these persons, which could result in criminal or civil fines or other penalties, have a material adverse impact on our results of operations and financial condition and damage our reputation.

Customer complaints or negative publicity about our customer service could reduce usage of our products and, as a result, our business could suffer.

Customer complaints or negative publicity about our customer service could severely diminish consumer confidence in and use of our products. Breaches of our customers' privacy and our security measures could have the same effect. Measures we sometimes take to combat risks of fraud and breaches of privacy and security, such as freezing customer funds, can damage relations with our customers. These measures heighten the need for prompt and accurate customer service to resolve irregularities. Effective customer service requires significant expenses, which, if not managed properly, could affect our profitability significantly. Any inability by us to manage or train our customer service representatives properly could compromise our ability to handle customer complaints effectively. If we do not handle customer complaints effectively, our reputation may suffer and we may lose our customers' confidence.

We are susceptible to illegal or improper uses of our platform, which could expose us to additional liability and harm our business.

We, like our platforms, are susceptible to potentially illegal or improper uses. These may include illegal online gambling, fraudulent sales of goods or services, illicit sales of prescription medications or controlled substances, software and other intellectual property piracy, money laundering, bank fraud, cyberattacks, child pornography, trafficking, terrorist financing, prohibited sales of alcoholic beverages and tobacco products and online securities fraud. The owners of intellectual property rights or government authorities may seek to bring legal action against us if our platform is used for the sale of infringing items. These claims could result in reputational harm and any resulting liabilities, loss of transaction volume or increased costs could harm our business.

In addition, our services could be subject to unauthorized credit card use, identity theft, employee fraud or other internal security breaches. We may incur significant costs to protect against the threat of information security breaches or to respond to or alleviate problems caused by any breaches. Laws may require us to notify regulators, customers or employees of security breaches and we may be required to reimburse customers or banks for any funds stolen because of any breaches or to provide credit monitoring or identity theft protection in the event of a privacy breach. These requirements, as well as any additional restrictions that may be imposed by credit card companies, could raise our costs significantly and reduce our attractiveness.

In addition to the direct costs of such losses, if they are related to credit card transactions and become excessive they could result in us losing the right to accept credit cards for payment. Since credit cards are the most widely used method for our customers to pay for the products we sell, our business will be harmed if we are unable to accept credit cards.

Unauthorized disclosure of sensitive or confidential customer information or our failure or the perception by our customers that we failed to comply with privacy laws or properly address privacy concerns could harm our business and standing with our customers.

We collect, store, process, and use certain personal information and other user data in our business. A significant risk associated with e-commerce and communications is the secure transmission of confidential information over public networks. The perception of privacy concerns, whether or not valid, may harm our business and results of operations. We must ensure that all processing, collection, use, storage, dissemination, transfer and disposal of data for which we are responsible comply with relevant data protection and privacy laws. The protection of our customer, employee and company data is critical to us. Currently, a number of our users authorize us to bill their credit card as well as bank and payment accounts directly. We rely on commercially available systems, software, tools and monitoring to provide secure processing, transmission and storage of confidential customer information, such as credit card and other personal information. Despite the security measures, we have in place, our facilities and systems, and those of our third-party service providers, may be vulnerable to security breaches, acts of vandalism, computer viruses, misplaced or lost data, programming or human errors, or other similar events. For example, in 2021, we experienced a cyberattack that targeted our subsidiary MOIP, which was disclosed to the ANPD and considered a closed matter in February 2024. For more information about that incident, see "Our business is subject to cyberattacks and security and privacy breaches." We continue to monitor and review, on an ongoing basis, our information technology systems, policies and security in an effort to avoid or remedy weaknesses, vulnerabilities or deficiencies. For more information, see "Item 4. Information on the Company—Protecting Our Clients—2021 MOIP Cybersecurity Incident."

Any future security breach, or any perceived failure involving the misappropriation, loss or other unauthorized disclosure of confidential information, as well as any failure or perceived failure to comply with laws, policies, legal obligations or industry standards regarding data privacy and protection, whether by us or our vendors, could damage our reputation, expose us to litigation risk and liability, subject us to negative publicity, disrupt our operations and harm our business. Our security measures and remedial actions to address past cyberattacks may fail to prevent future security breaches, which could harm our business and financial results.

We have only a limited ability to protect our intellectual property rights, which are important to our success.

We believe the protection of our intellectual property, including our trademarks, patents, copyrights, domain names, trade dress, and trade secrets, is critical to our success. We seek to protect our intellectual property rights by relying on applicable laws and regulations, as well as a variety of administrative procedures. We also rely on contractual restrictions to protect our proprietary rights when offering or procuring products and services, including confidentiality agreements with parties with whom we conduct business.

However, contractual arrangements and other steps we have taken to protect our intellectual property may not prevent third parties from infringing or misappropriating our intellectual property or deter independent development of equivalent or superior intellectual property rights by others. Trademark, copyright, patent, domain name, trade dress and trade secret protection are expensive to maintain and may require litigation. Protecting our intellectual property rights and other proprietary rights is expensive and time-consuming and may not be successful in every jurisdiction. Also, we may not be able to discover or determine the extent of any unauthorized use of our proprietary rights. We have licensed certain of our proprietary rights, such as trademarks or copyrighted material, to others in the past, and expect to do so in the future. These licensees may take actions that diminish the value of our proprietary rights or harm our reputation. Any failure to protect or enforce our intellectual property rights adequately, or significant costs incurred in doing so, could materially harm our business.

As the number of products in the software industry increases and the functionalities of these products further overlap, and as we acquire technology through acquisitions or licenses, we may become increasingly subject to infringement claims, including patent, copyright, and trademark infringement claims. We may be required to enter into litigation to determine the validity and scope of the patents or other intellectual property rights of others. The ultimate outcome of any allegation is uncertain and, regardless of the outcome, any such claim, with or without merit, may be time-consuming, result in costly litigation, divert management's time and attention from our business, require us to stop selling, delay shipping, or redesign our products, or require us to pay substantial amounts to satisfy judgments or settle claims or lawsuits or to pay substantial royalty or licensing fees, or to satisfy indemnification obligations that we have with some of our customers. Our failure to obtain necessary license or other rights, or litigation or claims arising out of intellectual property matters, may harm our business.

If we continue to grow, we may not be able to appropriately manage the increased size of our business.

We are currently experiencing a period of significant expansion and anticipate that further expansion will be required to address potential growth in our customer base and market opportunities.

We must constantly add new hardware, update software, enhance and improve our billing and transaction systems, and add and train new engineers and other personnel to accommodate the increased use of our platforms and the new products and features we regularly introduce. This upgrade process is expensive, and the increasing complexity and enhancement of our website and mobile app results in higher costs. Failure to upgrade our technology, features, transaction processing systems, security infrastructure, or network infrastructure and customer channels or interfaces to accommodate increased traffic or transaction volume could harm our business. Adverse consequences could include unanticipated system disruptions, slower response times, degradation in levels of customer support, impaired quality of users' experiences of our services and delays in reporting accurate financial information.

Our revenues depend on prompt and accurate transaction processes. Our failure to grow our transaction-processing capabilities to accommodate the increasing number of transactions that must be billed on our website would harm our business and our ability to collect revenue. Furthermore, we may need to enter into relationships with various strategic partners, websites and other online service providers and other third parties necessary to our business. The increased complexity of managing multiple commercial relationships could lead to execution problems that can affect current and future revenues, and operating margins.

We cannot assure you that our current and planned systems, procedures and controls, personnel and third-party relationships will be adequate to support our future operations. Our failure to manage growth effectively could seriously harm our business, results of operations and financial condition.

BancoSeguro, PagSeguro Brazil, MOIP and PagInvest may have insufficient capital to meet the capital requirements of the CMN and the Central Bank.

Brazilian financial and payment institutions must comply with the rules of the CMN and the Central Bank on capital adequacy, including minimum capital, which generally follow the Basel III regulatory framework. We cannot guarantee that our affiliates BancoSeguro, PagSeguro Brazil, MOIP and PagInvest, upon increasing their operations, will have sufficient funds or resources available for their respective capitalization in the future, which could result in their inability to meet the capital adequacy requirements of the CMN and the Central Bank.

In addition, non-compliance with capital adequacy requirements may adversely affect the ability of these affiliates to distribute dividends and interest on equity to shareholders and may adversely affect their ability to operate and lend, which could cause these affiliates to sell their respective assets or take other measures that may adversely affect our operating results and financial condition. If any of BancoSeguro, PagSeguro Brazil, MOIP or PagInvest were not able to comply with these capital adequacy requirements, regulators may impose sanctions, including administrative proceedings, fines, disqualification of directors and even withdrawal of authorization, which could have a material adverse effect on our operations and financial condition.

Moreover, in 2022, the Central Bank enacted a set of new rules applicable to payment institutions, increasing the capital and prudential requirements to which we are subject. This framework includes Central Bank Resolutions No. 197/2022, 198/2022, 199/2022, 200/2022, 201/22 and 202/2022, all issued on March 11, 2022. These rules came into force in July 2023, and the new prudential requirements will be enforceable according to their respective implementation calendar, with full implementation taking place in January 2025. We may be subject to more strict prudential requirements as a result of this new regulatory framework.

Under this new regulation, certain Brazilian operating entities in our Group structure composed of BancoSeguro, PagSeguro Brazil, MOIP and PagInvest, will be classified as a Type 3 conglomerate, which is defined as a prudential conglomerate led by a payment institution and integrated by a financial institution or other institution authorized to operate by the Central Bank subject to Law No. 4,595/64. For additional information, see "Item 4.—Regulation—Regulation of the Payment Industry in Brazil—Recent Developments on Regulatory Capital Requirements for Payment Institutions".

If any of BancoSeguro, PagSeguro Brazil, MOIP or PagInvest are not able to comply with the new regulatory capital requirements, the Central Bank may impose sanctions, which could have a significant adverse effect on our operations and financial condition.

BancoSeguro's, PagSeguro Brazil's, MOIP's and PagInvest's businesses are highly dependent on the current Brazilian regulatory environment, and changes in regulation may affect our results and the development of our activities.

The Brazilian government has historically implemented or modified regulations that affect Brazilian financial institutions and payment institutions as part of its economic policy implementation. Such regulations are continuously modified by the Brazilian government to control credit availability and to reduce or increase consumption, among other objectives. Some of these controls are temporary in nature and may be modified from time to time in accordance with Brazilian government credit policies. Other controls have been introduced and have either remained stable or were gradually reduced. Such changes may adversely affect the future operations and revenues of BancoSeguro, PagSeguro Brazil, MOIP or PagInvest, and consequently, our overall future operations and revenues.

The growth of our credit portfolio of transactions through BancoSeguro could increase the default rates in our total portfolio, and the systems and methods of identification, analysis, management and control of risks related to our customer portfolio could be insufficient to prevent losses.

BancoSeguro may expand its credit portfolio of transactions, increasing the origination and approval of new transactions, which could lead to an increase in late payments, default rates and expenses related to provisions, which would negatively affect our results of operations. Changes in interest rates and other variable market indexes could negatively affect our financial results. Our success depends on, among other factors, the balance between the risks and returns. We conduct credit checks on each of our customers to assess their risk profile, but we cannot assure you that our risk management systems will be sufficient to prevent losses from undetected risks in our customer portfolio, which could have a material adverse effect on our results of operations and financial condition.

Our financial success is sensitive to the method consumers choose to make payments, since these methods differ in profitability. Our profitability could be harmed if there is an increase in the proportion of our business funded using less profitable methods.

In connection with our acquiring business, we pay transaction fees to card schemes, banks and other intermediaries that vary according to the method chosen by consumers to fund payment transactions. These transaction fees are higher when consumers fund payments using credit cards, and lower when consumers fund payments with debit cards. Transaction fees are nominal when customers fund payment transactions by digital transfer of funds from bank accounts, and we pay no fees when customers fund payment transactions from an existing PagBank account balance. Our financial success is therefore sensitive to changes in the proportion of our business funded by consumers using credit, debit and prepaid cards, which would increase our costs if we were unable to adjust the rates we charge our customers accordingly. Consumers may resist funding payments by digital transfers from bank accounts because of the incentives offered by credit cards, for example, or general concerns about providing bank account information to a third party.

In connection with our issuing business, we earn interchange revenues that vary according to the type of card that we issue to our customers (a credit, debit or prepaid card). These interchange fees are subject to the terms defined by the card schemes, and in certain cases, these fees may also be subject to terms defined by regulators. Thus, our business and financial condition may be negatively affected by the terms of interchange fees established by card schemes and regulators.

As our payments ecosystem, merchant services and banking solutions include both acquiring and issuing business activities, changes in interchange rates that may negatively affect one side of our business may also positively affect the other side of our business. However, we cannot ensure that this correlation will offset a negative overall impact on our business and financial condition because of such variations in interchange rates and payment methods utilization mix.

We may face restrictions and penalties under the Brazilian Consumer Protection Code in the future.

Brazil has a series of strict consumer protection laws, referred to together as the Consumer Protection Code (*Código de Defesa do Consumidor*). These laws apply to all companies in Brazil that supply products or services to Brazilian consumers. They include protection against misleading and deceptive advertising, protection against coercive or unfair business practices and protection in the formation and interpretation of contracts, usually in the form of civil liabilities and administrative penalties for violations. These penalties are often levied by the Brazilian Consumer Protection Agencies (*Fundação de Proteção e Defesa do Consumidor,* or PROCONs), which oversee consumer issues on a district-by-district basis. Companies that operate across Brazil may face penalties from multiple PROCONs, as well as from the National Secretariat for Consumers (*Secretaria Nacional do Consumidor*, or SENACON). Companies may settle claims made by consumers via PROCONs by paying compensation for violations directly to consumers and through a mechanism that allows them to adjust their conduct, called a conduct adjustment agreement *(Termo de Ajustamento de Conduta*), or TAC. Brazilian Public Prosecutors may also commence investigations of alleged violations of consumer rights, and the TAC mechanism is also available as a sanction in those proceedings. Companies that violate TACs face potential automatic fines. Brazilian Public Prosecutors may also file public civil actions against companies who violate consumer rights, seeking strict observation of the consumer protection laws and compensation for any damages to consumers.

As of December 31, 2023, we had approximately 15,901 active judicial proceedings and proceedings with PROCONs and small claims courts relating to consumer rights. Most of these proceedings are related to consumer allegations of non-delivery of products by merchants and requests for withdrawal of digital account balances that were blocked by PagSeguro because they were under investigation for fraud or undergoing claim resolution. To the extent consumers file such claims against us in the future, we may be required to pay fines for non-compliance that could have a negative impact on our results of operations.

We are subject to regulatory activity and antitrust litigation under competition laws.

We receive scrutiny from various governmental agencies under competition laws. Other companies or governmental agencies may allege that our actions violate antitrust or competition laws, or otherwise constitute unfair competition. Contractual agreements with buyers, sellers, or other companies could give rise to regulatory action or antitrust investigations or litigation. Also, our unilateral business practices could give rise to regulatory action or antitrust investigations or litigation. Any such claims and investigations, even if they are unfounded, are usually very expensive to defend, involve negative publicity and substantial diversion of management time and effort, and could result in significant judgments against us.

Unfavorable outcomes in litigation or our inability to post judicial collateral or provide guarantees in pending legal or administrative proceedings could have a material adverse effect on our business, financial condition and results of operations.

We are defendants in a significant number of judicial proceedings, including indemnity, labor and tax proceedings. As of December 31, 2023, we have recorded R$ 91.5 million in provisions for current civil and labor proceedings and 5.7 million in provisions for non-current proceedings. We have not recorded any provisions with respect to our proceedings in which our chance of loss has been deemed possible. We cannot guarantee that such proceedings will have favorable outcomes for us or that the provisions made will be sufficient to pay any amounts due. Any proceedings that require us to make substantial payments, affect our reputation or otherwise interfere with our business operations could have a material adverse effect on our business, financial condition and operating results.

Additionally, we may not have sufficient funds to post collateral or provide guarantees in judicial or administrative proceedings that claim substantial amounts. Even if we do not post such collateral or provide guarantees, we will be liable for paying any amounts due pursuant to any unfavorable outcomes in legal proceedings. We cannot assure you that, if we cannot make such payments, our assets, including financial assets, will not be attached, or that we will be able to obtain tax good standing certificates, all of which may have a material adverse effect on our business, financial condition and results of operations.

We may pursue strategic acquisitions or investments. The failure of an acquisition or investment to produce the anticipated results, or the inability to integrate an acquired company fully, could harm our business.

We may occasionally acquire or invest in complementary companies or businesses. The success of an acquisition or investment will depend on our ability to make accurate assumptions regarding the valuation, operations, growth potential, integration and other factors related to that business. We cannot assure you that our acquisitions or investments will produce the results that we expect at the time we enter into or complete a given transaction. Furthermore, acquisitions may result in difficulties integrating the acquired companies, and may result in the diversion of our capital and our management's attention from other business issues and opportunities. We may not be able to successfully integrate the operations that we acquire, including their personnel, financial systems, distribution or operating procedures. If we fail to integrate acquisitions successfully, our business could suffer. In addition, the expense of integrating any acquired business and their results of operations may negatively impact our operating results.

Our developer platforms, which are open to merchants and third-party developers, subject us to additional risks.

We provide third-party developers with access to application programming interfaces, software development kits and other tools designed to allow them to produce applications for use, with a particular focus on mobile applications. There can be no assurance that merchants or third-party developers will develop and maintain applications and services on our open platforms on a timely basis or at all. A number of factors could cause them to curtail or stop development for our platforms. In addition, our business is subject to many regulatory restrictions, and violations related to our developer platforms could negatively affect our operations and financial results.

We are a holding company and do not have any material assets other than the shares of our subsidiaries.

We are a Cayman Islands exempted company with limited liability. Our material assets are our direct and indirect equity interests in our subsidiaries, particularly PagSeguro Brazil, our Brazilian operating company. We are, therefore, dependent upon payments, dividends and distributions from our subsidiaries for funds to pay our operating and other expenses and to pay future cash dividends or distributions, if any, to holders of our Class A common shares or Class B common shares, and we may have tax costs in connection with any dividend or distribution. Furthermore, exchange rate fluctuations will affect the U.S. dollar value of any distributions our subsidiaries make with respect to our equity interests in those subsidiaries. See "Risks Relating to Brazil—The Brazilian government has exercised, and continues to exercise, significant influence over the Brazilian economy. This involvement as well as Brazil's political and economic conditions could harm us and the price of our Class A common shares," "Risks Relating to Our Class A Common Shares—We have not adopted a dividend policy with respect to future dividends. If we do not declare any dividends in the future, you will have to rely on price appreciation of our Class A common shares in order to achieve a return on your investment." and "Item 10. Additional Information—Memorandum and Articles of Association—Dividends and Capitalization of Profits."

An occurrence of a natural disaster, widespread health epidemic or pandemic or other outbreaks could seriously harm our business and results of operations. Furthermore, the spread of communicable diseases such as the COVID-19 outbreak on a global scale may affect investment sentiment, cause disruptions and result in sporadic volatility in global markets. As a result, the Brazilian economy and outlook may be affected, and consequently, our business and trading price of our common shares could be adversely affected.

Natural disasters, such as fires or floods, the outbreak of a widespread health epidemic, or pandemic such as the outbreak of COVID-19, or other events, such as wars, acts of terrorism, political events, environmental accidents, power shortages or communication interruptions could seriously harm our business. The occurrence of a disaster or similar event could materially disrupt our business and operations. These events could also cause us to close our operating facilities temporarily, which would severely disrupt our operations and seriously harm our business and results of operations. In addition, our net sales could be significantly reduced to the extent that a natural disaster, health epidemic, pandemic or other major event harms the economy of Brazil or any other jurisdictions where we may operate. Our operations could also be severely disrupted if our customers, merchants or other participants were affected by natural disasters, health epidemics or pandemic or other major events.

As a result of the COVID-19 pandemic, we implemented a hybrid remote working arrangement for our employees which could adversely affect our ability to execute our business plans and operations. Should, for example, a natural disaster, power outage, connectivity issue or any other similar event impact our employees' ability to work remotely, it could be difficult or even impossible to maintain our business activities for a substantial period. In addition, remote working may amplify certain risks to our businesses due to increased demand for information technology resources combined with increased risk of "phishing" frauds and other cybersecurity attacks, increased risk of unauthorized dissemination of sensitive personal or confidential information and increased risk of business interruptions.

Even though the World Health Organization has lifted the public health emergency and pandemic status for COVID-19, the aftermath of the pandemic continued to influence the macroeconomic climate in 2023, with potentially lasting effects. The possibility of a COVID-19 resurgence, alongside new variants or other highly infectious diseases, poses a substantial risk to our operational stability, financial health, liquidity and performance outcomes.

Risks Relating to Brazil

The Brazilian government has exercised, and continues to exercise, significant influence over the Brazilian economy. This involvement as well as Brazil's political and economic conditions could harm us and the price of our Class A common shares.

The Brazilian government frequently exercises significant influence over the Brazilian economy and occasionally makes significant changes in policy and regulations. The Brazilian government's actions to control inflation and other policies and regulations have often involved, among other measures, increases in interest rates, changes in tax policies, price controls, foreign exchange rate controls, currency devaluations, capital controls and limits on imports. We have no control over and cannot predict what measures or policies the Brazilian government may take in the future. We and the market price of our securities may be harmed by changes in Brazilian government policies, as well as general economic factors, including, without limitation:

- growth or downturn of the Brazilian economy;
- interest rates and monetary policies;
- exchange rates and currency fluctuations;
- inflation;
- liquidity of the domestic capital and lending markets;
- import and export controls;
- exchange controls and restrictions on remittances abroad;
- modifications to laws and regulations according to political, social and economic interests;
- fiscal policy and changes in tax laws;
- economic, political and social instability;
- labor and social security regulations;
- the effects of climate change, including transition risks, physical risks and other risks that could adversely affect us; and
- other political, social and economic developments in or affecting Brazil.

In 2023, the Brazilian government began to address two important issues, the tax system reform and the approval of a new fiscal framework, which depending on the content of such reforms and proposals, may affect the macroeconomic prospects of the country. We cannot predict what measures the Brazilian government will take in the face of mounting macroeconomic pressures or otherwise. Uncertainty over whether the Brazilian government will implement changes in policy or regulation affecting these or other factors in the future may affect economic performance and contribute to economic uncertainty in Brazil, which may have an adverse effect on us and our Class A common shares. Recent economic and political instability has led to a negative perception of the Brazilian economy and higher volatility in the Brazilian securities markets, which also may adversely affect us and our Class A common shares.

As of late 2023 and early 2024, significant progress has been made regarding the tax system reform in Brazil. Specifically, Brazil's Federal Senate and the Lower House have approved a constitutional amendment bill for a tax reform involving federal, state, and municipal indirect taxes. This reform aims to introduce a dual VAT system consisting of a Tax on Goods and Services, or IBS, and a Contribution on Goods and Services, or CBS. The IBS is intended to replace the state VAT, or ICMS, and the municipal tax on services, or ISS, while the CBS will substitute the federal PIS/COFINS contributions and the federal excise tax on manufactured products, or IPI. The reform will be implemented over a transitional period of seven years, beginning in 2026. Initially, the CBS and IBS will be introduced at rates of 0.9% and 0.1%, respectively. These rates will gradually increase, with the phasing out of the PIS, COFINS and IPI starting from 2027. By 2029, the ICMS and ISS will be gradually reduced, and the rates for CBS and IBS will continue to increase, with full implementation expected in 2033. These developments indicate a significant overhaul of Brazil's tax system. This reform could potentially affect macroeconomic prospects and economic performance in Brazil, thereby influencing the performance of businesses and securities, including our Class A common shares.

The Brazilian government's policy agenda for 2024 faces numerous uncertainties, encompassing factors such as upcoming municipal elections, the anticipated elections for leadership positions in the Senate and the Lower House in 2025, the dynamics between the executive, legislative and judiciary branches, as well as interactions among major political parties. Additionally, potential alterations in monetary, fiscal and social security policies could impact the Brazilian economy. These factors could lead to economic instability within Brazil and heighten the volatility of securities of Brazilian companies like us.

Recent economic and political uncertainty regarding the monetary policy, a turbulent government transition and the new fiscal framework has led to higher volatility in the Brazilian securities markets, which also may adversely affect us and our Class A common shares. See "Item 5. Operating and Financial Review and Prospects—Principal Factors Affecting Our Financial Condition and Results of Operations —Brazilian political environment and macroeconomic conditions, interest rates, consumer credit and consumer spending."

Ongoing political instability may adversely affect our business, results of operations and the trading price of our Class A common shares.

The recent economic instability in Brazil due to uncertainties related to the Mr. Lula da Silva's administration and new governmental fiscal and monetary guidelines has contributed to a decrease in market confidence and an increase in market volatility. The outlines of the proposed new fiscal framework and the tax reform, along with other political and economic developments, may lead to other declines in market confidence, in the Brazilian economy and a crisis in government.

For 2024, the economic outlook continues to face significant uncertainties. After recording a 5.0% growth in GDP in 2021, which was driven by the reopening of the economy after social restrictions imposed by the government were lifted in response to the easing of the effects caused by the COVID-19 pandemic, the Brazilian economy began to show signs of deceleration, especially in the second half of 2022, resulting in a 2.9% growth in GDP in 2022. The Brazilian economy also grew by 2.9% in 2023, and such growth was mainly driven by the agricultural sector. As of January 2024, according to the IMF, Brazil's GDP growth rate for 2024 is estimated to reach 1.7%, since several structural challenges persist, showing that Brazil's growth trajectory is expected to be far below its peers. In addition, the uncertainty in global markets caused by the ongoing war in Ukraine, the recent crisis in the U.S. and Europe banking system and the escalation of the conflict in the Middle East (Gaza and surrounding areas) may contribute to lower rates of global GDP growth.

In addition, various investigations into allegations of money laundering and corruption being conducted by the Office of the Brazilian Federal Prosecutor, including the largest such investigation, known as "Operação Lava Jato," have continued to negatively impact the Brazilian economy and political environment.

Under "Operação Lava Jato" members of the Brazilian government and of the legislative branch, as well as senior officers of large state-owned and private companies, have faced allegations and, in certain cases, convictions, or, also, entering into plea bargains, related to crimes of political corruption, involving alleged bribes by means of kickbacks on contracts granted by the government to several infrastructure, oil and gas and construction companies. The profits of these kickbacks allegedly financed the political campaigns of political parties of the government that were unaccounted for or not publicly disclosed, in addition to alleged personal enrichment of the recipients of the bribes and the favoring of companies in contracts with the Brazilian government. Furthermore, certain of these companies have been investigated, and, in certain cases, being convicted by the competent authorities, such as the CVM, the SEC and the United States Department of Justice. Certain of these companies have chosen to enter into leniency agreements with the competent authorities, when possible. The outcome of these investigations, convictions, plea bargaining and leniency agreements have had an adverse impact on the image and reputation of the implicated companies, political parties and on the general market perception of the Brazilian economy and political environment.

After presidential elections in November 2022, a number of antidemocratic events on January 8, 2023 occurred, including the blockade of highways by truck drivers and the invasion of key governmental buildings in Brasília by demonstrators. The aftermath saw Ibaneis Rocha, the Governor of the Federal District, temporarily removed from office, and former Security Secretary Anderson Torres arrested, both linked to the failure in preventing the invasions. As investigations continued, high-profile operations like the Incúria Operation targeted Federal District authorities for their conduct during the events, leading to preventive detentions. The Brazilian Supreme Federal Court (STF) also began trials against individuals involved, resulting in 20 convictions by October 27, 2023. Furthermore, a parliamentary probe was initiated, culminating in a report recommending the indictment of 61 people, including former president Jair Bolsonaro, for their roles in the January 8 events. Additionally, investigations extended beyond the January 8 incidents, targeting other alleged illegal activities. The Federal Police launched Operation Lucas 12:2 to probe criminal embezzlement and money laundering, involving the illegal sale of goods abroad by individuals leveraging their official positions, with former president Bolsonaro and his wife Michele under scrutiny. STF judge Alexandre de Moraes authorized numerous investigative actions, including the approval of a plea agreement for Mauro Cid, Bolsonaro's former aide, arrested for allegedly falsifying COVID-19 immunization records and participating in illegal sales of goods. We cannot predict the outcome of these investigations or any further related investigations that may be initiated, or whether such an outcome could adversely affect us or the Brazilian economy.

With the end of certain checks and balances on government spending in 2022, a federal budget deficit was expected for 2023. In 2022, the nominal expansion of GDP contributed to an increase in nominal tax revenues as a result of inflation, a return of in person working, record commodity prices and a series of short term measures adopted in Brazil (increase in the social aid program "Auxílio Brasil" anticipation of the 13th salary, availability of R$1,000 from labor security funds (FGTS) and other measures). With the end of such efficiency gains, the Proposed Federal Government's Budget Law (*Projeto de Lei Orçamentária Anual*) predicted a deficit of around R$60 billion in 2023, but that number was underestimated, considering that the estimated deficit did not reflect certain ongoing subsidies in 2023 (i.e. Auxílio Brasil and readjustments in income tax brackets). In fact, in 2023, Brazil's central government's primary budget deficit reached R$230.5 billion (approximately US$47 billion), marking a significant fiscal downturn that raises questions about the government's objective to achieve a balanced budget in 2024. In addition, government projections for the public debt trends in the next decade are more optimistic when compared to market projections. Actual economic performance is highly dependent on Brazil's GDP growth.

Brazil's Federal Government is expected to run a budget deficit for 2024 and in the years going forward. The proposed budget for 2024 outlines a projected primary deficit of R$13.31 billion (equivalent to 0.12% of the forecasted GDP). The economic assumptions underpinning the proposal anticipate an inflation rate of 3.5% and a GDP growth of 2.3% for 2024, and we cannot predict the impact of the budget deficit on the Brazilian economy. Political and economic instability in 2023 affected consumer confidence in Brazil, and the Getulio Vargas Foundation Confidence Consumer Index fell by 2.4 points in January 2024, the lowest since May 2023, which potentially reflects ongoing concerns regarding the economic outlook.

Additionally, the macroeconomic landscape is currently facing multifaceted challenges, including the war in Ukraine following the Russian invasion in early 2022, unrest in the Middle East (including the armed conflict in Gaza and Israel initiated on October 7, 2023 and the increased tensions between Israel and Iran), lasting setbacks from the COVID-19 pandemic, supply chain interruptions and bottlenecks, soaring energy costs, high inflation, and a significant crisis in the semiconductor and chip industry affecting a broad range of sectors. These issues may continue to affect logistics and supply chains, consequently disrupting the efficiency of our operations and service delivery involving our customers and merchants. The cumulative impact of these situations, along with unforeseen events, could deepen the ongoing global economic slowdown and could therefore negatively affect our business and financial results.

We cannot predict which policies the Brazilian federal government may adopt or change or the effect that any such policies might have on our business or on the Brazilian economy. Any such new policies or changes to current policies may have a material adverse impact on our business, results of operations, financial condition and prospects. Worsening political and economic conditions in Brazil may increase production and supply chain costs and adversely affect our results of operations and financial condition. Uncertainty as to whether the Brazilian government will implement changes in policies or regulations affecting these or other factors in the future may contribute to economic uncertainty in Brazil and to heightened volatility in our business.

Inflation and certain measures by the Brazilian government to curb inflation have historically harmed the Brazilian economy and Brazilian capital markets, and high levels of inflation in the future would harm our business and the price of our Class A common shares.

In the past, Brazil has experienced extremely high rates of inflation. Inflation and some of the measures taken by the Brazilian government in an attempt to curb inflation have had significant negative effects on the Brazilian economy generally. Inflation, policies adopted to curb inflationary pressures and uncertainties regarding possible future governmental intervention have contributed to economic uncertainty and heightened volatility in the Brazilian capital markets.

According to the IPCA, Brazilian inflation rate was of 4.50%, as of February 2024 considering the accumulated inflation over the prior 12-month period, and was 5.60%, 5.79% and 10.06% in 2023, 2022 and 2021, respectively. Brazil may experience high levels of inflation in the future and inflationary pressures may lead to the Brazilian government's intervening in the economy and introducing policies that could harm our business and the price of our Class A common shares. In the past, the Brazilian government's interventions included the maintenance of a restrictive monetary policy with high interest rates that restricted credit availability and reduced economic growth, causing volatility in interest rates. For example, the SELIC (*Sistema Especial de Liquidação e de Custódia*), the Central Bank's overnight rate, as established by the Monetary Policy Committee (*Comitê de Política Monetária do Banco Central do Brasil*), or COPOM, was 11.75% p.a., 13.75% p.a. and 9.25% p.a. in 2023, 2022 and 2021, respectively. As of March 31, 2024, the SELIC rate was 10.75% p.a. Conversely, Central Bank policies and severe interest rate fluctuations have triggered and may continue to trigger increases in inflation, and, consequently, growth volatility and the need for sudden and significant additional interest rate increases, which could negatively affect us and increase our indebtedness.

Exchange rate instability may have adverse effects on the Brazilian economy, us and the price of our Class A common shares.

The Brazilian currency has been historically volatile and has been devalued frequently over the past three decades. Throughout this period, the Brazilian government has implemented various economic plans and used various exchange rate policies, including sudden devaluations, periodic mini-devaluations (during which the frequency of adjustments has ranged from daily to monthly), exchange controls, dual exchange rate markets and a floating exchange rate system. Although long-term depreciation of the real is generally linked to the rate of inflation in Brazil, depreciation of the real occurring over shorter periods of time has resulted in significant variations in the exchange rate between the real, the U.S. dollar and other currencies.

The real/U.S. dollar exchange rate reported by the Central Bank was R$3.9048 per U.S. dollar on December 31, 2015, and R$3.2591 per U.S. dollar on December 31, 2016, reflecting a 16.4% nominal appreciation of the real against the U.S. dollar. Between the year-end 2016 and the year-end 2017, the real remained relatively stable, depreciating 1.5% against the U.S. dollar in nominal terms. Between year-end 2017 and 2018, the real depreciated greatly, by 16.9%, against the U.S. dollar, primarily as a result of (i) global U.S. dollar appreciation and the pressure on long-term interest rates in the U.S., (ii) an increase in Brazil's risk premium, and (iii) lower interest rates in Brazil, which reduced the volume of foreign currency deposited in Brazil in the "carry trade," as well as uncertainty regarding the results of the Brazilian presidential elections held in October 2018. Between year-end 2018 and 2019, the real depreciated by 4.1% in nominal terms against the U.S. dollar, reaching R$4.0307 per U.S. dollar on December 31, 2019, primarily as a result of uncertainty regarding pension reform in Brazil and tensions in the US-China trade policy.

The real depreciated significantly in 2020, by 28.9%, due to the COVID-19 pandemic, the prospects for a global economic recession and a sharp increase in risk premiums, political crisis and volatility in financial markets. The real/U.S. dollar exchange rate reported by the Central Bank was R$5.1967 per U.S. dollar on December 31, 2020 and R$5.5805 per U.S. dollar on December 31, 2021, corresponding to a devaluation of 7.3% in nominal terms, after reaching record levels close to R$5.7500 per U.S. dollar during different times throughout the year. The real/U.S. dollar exchange rate reported by the Central Bank was R$5.5805 per U.S. dollar on December 31, 2021 and R$5.2177 per U.S. dollar on December 31, 2022, corresponding to a valuation of 6.5%. In early 2023, the exchange rate environment changed as a result of the economic effects of the ongoing war in Ukraine and the negative global supply scenario in addition to the uncertainty surrounding the new Brazilian Federal Government's intended policies and reforms. In addition, the increase in the SELIC interest rate over the prior two years has also contributed to the strong appreciation of the real against the U.S. dollar. The real/U.S. dollar exchange rate reported by the Central Bank was R$5.2177 per U.S. dollar on December 31, 2022, and R$4.8413 per U.S. dollar on December 31, 2023, reflecting appreciation of 7.2%. As of March 31, 2024, the exchange rate was R$4,9956 per U.S. dollar, reflecting depreciation of 3.2% as compared to the 2023 year-end exchange rate. However, there is no guarantee that the Brazilian real will not appreciate further or depreciate again against the U.S. dollar, or against any other currency in the future, as a result of the expected market trends, such as the extreme uncertainty in the international economic environment, the volatility in the capital markets, as well as political, fiscal and electoral uncertainties in Brazil.

A devaluation of the real relative to the U.S. dollar could further exacerbate already intense create inflationary pressures in Brazil and cause the Brazilian government to, among other measures, continue to increase interest rates. Any depreciation of the real may generally restrict access to the international capital markets. It would also reduce the U.S. dollar value of our results. Restrictive macroeconomic policies could reduce the stability of the Brazilian economy and harm our results of operations and profitability. In addition, domestic and international reactions to restrictive economic policies could have a negative impact on the Brazilian economy. These policies and any reactions to them may harm us by curtailing access to foreign financial markets and prompting further government intervention. A devaluation of the real relative to the U.S. dollar may also, as in the context of the current economic slowdown, decrease consumer spending, increase deflationary pressures and reduce economic growth.

On the other hand, an appreciation of the real relative to the U.S. dollar and other foreign currencies may deteriorate the Brazilian foreign exchange current accounts. We and certain of our suppliers purchase goods and services from countries outside Brazil, and thus changes in the value of the U.S. dollar compared to other currencies may affect the costs of goods and services that we purchase. Depending on the circumstances, either devaluation or appreciation of the real relative to the U.S. dollar and other foreign currencies could restrict the growth of the Brazilian economy, as well as our business, results of operations and profitability.

Infrastructure and workforce deficiency in Brazil may impact economic growth and have a material adverse effect on us.

Our performance depends on the overall health and growth of the Brazilian economy. Brazilian GDP growth has fluctuated over the past few years, experiencing a contraction of 3.3% in 2016, growth of 1.3% in 2017 and 1.8% in 2018, and growth of 1.2% in 2019. Due to the global economic downturn triggered by the COVID-19 pandemic, the Brazilian economy in 2020 underwent a contraction of 3.3% in GDP. At the end of 2020 and especially during the beginning of 2021, government stimulus packages, credit growth, and the gradual reopening of the retail and services industries allowed the economy to recover, which intensified at the end of 2021, after the successful vaccination campaign against COVID-19, leading to GDP growth of 5.0% in 2021. In 2022, despite a slowdown in the economic recovery, the services sector was primarily responsible for a 2.9% GDP growth. In 2023, despite high inflation and interest rates, and the job market losing momentum, Brazil registered a 2.9% GDP growth, mainly driven by the agricultural sector. As of January 2024, according to the IMF, Brazil's GDP growth rate is expected to be 2.3% for the year 2024. Growth is limited by inadequate infrastructure, including potential energy shortages and deficient transportation, logistics and telecommunication sectors, the lack of a qualified labor force, and the lack of private and public investments in these areas, which limit productivity and efficiency. Any of these factors could lead to labor market volatility and generally impact income, purchasing power and consumption levels, which could limit growth and ultimately have a material adverse effect on us.

Developments and the perceptions of risks in other countries, including other emerging markets, the United States and Europe, may harm the Brazilian economy and the price of Brazilian securities, including the price of our Class A common shares.

The market for securities issued by Brazilian companies is influenced by economic and market conditions in Brazil and, to varying degrees, market conditions in other Latin American and emerging markets, as well as the United States, Europe and other countries. To the extent the conditions of the global markets or economy deteriorate, the business of Brazilian companies may be harmed. The weakness in the global economy has been marked by, among other adverse factors, lower levels of consumer and corporate confidence, decreased business investment and consumer spending, the ongoing war in Ukraine along with the armed conflict in the Middle East and their impact on the global economy and international relations, increased unemployment, reduced income and asset values in many areas, reduction of China's growth rate, currency volatility and limited availability of credit and access to capital. Developments or economic conditions in other emerging market countries have at times significantly affected the availability of credit to Brazilian companies and resulted in considerable outflows of funds from Brazil, decreasing the amount of foreign investments in Brazil.

On March 11, 2020, the World Health Organization, or WHO, declared the outbreak of COVID-19 to be a pandemic, leading government authorities throughout the world to determine the best practices for taking preventive measures and treating infected persons. Consequently, the COVID-19 outbreak resulted in various governments throughout the world imposing restrictions relating to the movement of people in order to contain the spread of the virus, including travel restrictions, social distancing mandates and lockdowns. For more information on risks relating to COVID-19, see "Risks Relating to our Business and Industry—An occurrence of a natural disaster, widespread health epidemic or pandemic or other outbreaks could seriously harm our business and results of operations. Furthermore, the spread of communicable diseases such as the COVID-19 outbreak on a global scale may affect investment sentiment, cause disruptions and result in sporadic volatility in global markets. As a result, the Brazilian economy and outlook may be affected, and consequently, our business and trading price of our common shares could be adversely affected."

Crises and political instability in other emerging market countries, the United States, Europe or other countries, such as the global outbreak of COVID-19, could decrease investor demand for Brazilian securities, such as our Class A common shares. In June 2016, the United Kingdom had a referendum in which the majority voted to leave the European Union and on February 1, 2020, officially left the European Union. We have no control over and cannot predict the effect of the United Kingdom's exit from the European Union nor over whether and to which effect any other member state will decide to exit the European Union in the future. In the United States, increases in economic and political uncertainty and potential increases in interest rates may also create uncertainty in the Brazilian economy. The U.S. presidential and congressional elections are scheduled to take place in November 2024. The relationship between Brazil and the United States can be adversely affected depending on the outcome of the 2024 elections and we have no control over and cannot predict the effect of the administration or policies of the United States after the conclusion of these elections. These developments, including the spread of the COVID-19 pandemic and its economic effects in other countries, the ongoing war in Ukraine that escalated following the Russian invasion in early 2022, as well as potential crises and forms of political instability arising therefrom or any other as of yet unforeseen development, may harm our business and the price of our Class A common shares.

Any further downgrading of Brazil's credit rating could reduce the trading price of our Class A common shares.

We may be harmed by investors' perceptions of risks related to Brazil's sovereign debt credit rating. Rating agencies regularly evaluate Brazil and its sovereign ratings, which are based on a number of factors including macroeconomic trends, fiscal and budgetary conditions, indebtedness metrics and the perspective of changes in any of these factors. In recent years, Brazil had a fluctuating investment grade sovereign debt credit rating issued by the three main U.S.-based credit rating agencies, Standard & Poor's, Moody's, and Fitch.

Standard & Poor's downgraded Brazil's sovereign debt credit rating from BB+ to BB in February 2016 and further reduced it to BB- in January 2018 with a stable outlook. In December 2019, Standard & Poor's reaffirmed the BB- rating, raising the outlook from stable to positive. However, in April 2020, Standard & Poor's downgraded Brazil's public debt rating outlook from positive to stable, citing Brazil's decrease in GDP for 2020 due to the COVID-19 pandemic and Brazil's higher level of spending aimed at fighting COVID-19 and preventing mass layoffs. In November 2021, S&P reaffirmed Brazil's BB- rating, with a stable outlook, based on the assumption that Brazil would be able to stabilize its increase in public debt. In June 2022, S&P reaffirmed Brazil's BB- rating, with a stable outlook. On December 19, 2023, S&P upgraded Brazil's sovereign rating from BB- to BB based on a scenario of fiscal stability, moderate economic growth, high but declining inflation and solid foreign exchange reserves. However, the agency warns of the possibility of a future downgrade if Brazil fails to control its public spending.

In August 2015, Moody placed Brazil's Baa3 sovereign debt credit rating on review and downgraded Brazil's sovereign credit rating in February 2016 to Ba2 with a negative outlook, citing the prospect of further deterioration in Brazil's indebtedness figures amid a recession and challenging political environment. In April 2018, Moody reaffirmed the Ba2 rating but raised the outlook from negative to stable, citing expectations that the winner of the October 2018 presidential elections would pass fiscal reforms. In March 2020, Moody maintained Brazil's stable rating, citing that Brazil's response to COVID-19 mitigated the severe impact on growth but at some fiscal cost and that the deterioration of fiscal and debt metrics was expected to be temporary and limited to 2020 due to the shock of the COVID-19 pandemic. Moody's reaffirmed Brazil's Ba2 stable rating in February 2021. Since then, Moody has maintained this sub-investment grade rating on Brazil's sovereign credit with a stable outlook. In a statement issued in April 2022, the agency characterized the Ba2 rating with a stable outlook as a vote of confidence for recent changes in monetary and fiscal frameworks and mentioned the robust foreign exchange reserves as supporting to country's credit profile.

Fitch downgraded Brazil's sovereign credit rating to BB with a negative outlook in May 2016, citing the country's rapidly expanding budget deficit and worse-than-expected recession, and further downgraded Brazil's sovereign debt credit rating in February 2018 to BB- with a stable outlook. In November 2019, Fitch reaffirmed the BB- rating. In April 2020, Fitch reported that the spread of COVID-19, the drop in commodity prices, tighter external funding conditions and falling domestic financial asset prices will weaken economic growth in Latin America substantially in 2020, compounding downward pressure on sovereign credit profiles in the region. In May 2020, Fitch maintained Brazil's credit rating at BB-, but changed its outlook from stable to negative, citing the deterioration of Brazil's fiscal and economic environment and that both could worsen due to political uncertainties, as well as uncertainties regarding the duration and intensity of the COVID-19 pandemic. In December 2021, Fitch reaffirmed Brazil's BB- ratings with a negative outlook. According to the agency, this outlook reflected downside risks to the economy and public finances, and the debt trajectory in the context of tightened financing conditions and increased doubts about the credibility of the established spending ceiling, which is Brazil's main fiscal anchor, following changes to its calculation to make room for additional social spending. In December 2022, Fitch reaffirmed Brazil's BB- ratings, but changed the outlook to "stable" reflecting an expectation of slower growth and fiscal deterioration but without significant risk to broad economic stability. Fitch now rates Brazil at BB with a stable outlook, with their last upgrade issued on July 26, 2023.

Brazil's sovereign credit rating is currently rated below investment grade by the three main credit rating agencies. Consequently the prices of securities issued by Brazilian companies have been negatively affected. A prolongation or worsening of the current Brazilian recession and continued political uncertainty, among other factors, could lead to further ratings downgrades. Any further downgrade of Brazil's sovereign credit ratings could heighten investors' perception of risk and, as a result, cause the trading price of our Class A common shares to decline.

Internet and AI regulation in Brazil is recent and still limited and several legal issues related to the internet are uncertain.

In 2014, Brazil enacted the Brazilian Civil Rights Framework for the Internet, setting forth principles, guarantees, rights and duties for the use of the internet in Brazil, including provisions about internet service provider liability, internet user privacy and internet neutrality. In May 2016, further regulations were passed in connection with the Brazilian Civil Rights Framework for the Internet. However, unlike in the United States, little case law exists around the Brazilian Civil Rights Framework for the Internet and existing jurisprudence has not been consistent. Furthermore, in 2018, Brazil enacted the LGPD, which became fully effective in 2020. The LGPD governs data owners' rights – such as access to its data, correction of data (if incomplete, incorrect or out of date), erasure of data, with whom the data is shared, among others –, the legal basis that establish in which cases data can be processed, as well as fines and penalties applicable for non-compliant entities. For more information on risks regarding the LGPD, see "We are subject to risks associated with noncompliance with the General Data Protection Law and may be adversely affected by investing in measures to adapt to new laws, the imposition of fines and other types of penalties." As was the case with the Brazilian Civil Rights Framework for the Internet, little case law exists regarding the LGPD since it only came into force in 2020. Legal uncertainty arising from the limited guidance provided by current laws in force allows for different judges or courts to decide very similar claims in different ways and establish contradictory jurisprudence. This legal uncertainty allows for rulings against us and could set adverse precedents, which individually or in the aggregate could seriously harm our business, results of operations and financial condition. In addition, legal uncertainty may harm our customers' perception and use of our service.

Additionally, regulation on artificial intelligence (AI) is rapidly evolving worldwide as legislators and regulators are increasingly focused on these powerful emerging technologies. The technologies underlying AI and its uses are subject to a variety of laws and regulations, including intellectual property, privacy, data protection and information security, consumer protection, competition, and equal opportunity laws, and are expected to be subject to increased regulation and new laws or new applications of existing laws and regulations.

AI regulation was included in the priority list of the Brazilian Senate for this year. The most noteworthy is a bill of law being discussed in the Senate under Bill of Law No. 2.338/23, which seeks to establish general national standards for the development, implementation, and responsible use of AI systems in Brazil, introducing potential compliance requirements, liability standards and certain usage restrictions. If enacted, Bill of Law No. 2.338/23 may impose additional compliance burdens, establish liability frameworks, or mandate specific transparency and accountability measures for our use of AI systems that could directly affect our operations.

In 2023, we began developing different initiatives involving the use of AI, which we believe shall be beneficial to our business for the coming years. These AI initiatives include the development of new features to assist customers in solving issues, such as (i) allowing customers to send a picture of the problem they are having with their card machine and the AI program will make a determination on whether the machine needs to be replaced or not, and (ii) conducting an AI analysis of a customer's service history and data available through open finance portals to offer better services to the customer. Additionally, AI may be used to help develop code, which would accelerate coding and automated testing.

We may not be able to anticipate how to respond to these rapidly evolving laws and regulations. Furthermore, because AI technology itself is highly complex and rapidly developing, it is not possible to predict all of the legal or regulatory risks that may arise relating to the use of AI. If laws and regulations relating to AI are implemented, interpreted or applied in a manner inconsistent with our current practices or policies, such laws and regulations may adversely affect our use of AI and our ability to provide and to improve our services, require additional compliance measures and changes to our operations and processes or result in increased compliance costs and potential increases in civil claims against us, any of which could adversely affect our operating results, financial condition and prospects.

Risks Relating to Our Class A Common Shares

UOL, our largest shareholder, owns 100% of our outstanding Class B common shares, which represent approximately 85.90% of the voting power of our issued share capital, and controls all matters requiring shareholder approval. This concentration of ownership and voting power limits your ability to influence corporate matters.

Our Class B common shares are entitled to 10 votes per share and our Class A common shares are entitled to one vote per share. Our Class B common shares are convertible into an equivalent number of Class A common shares and generally convert into Class A common shares upon transfer subject to limited exceptions. UOL controls our company and holds all of our outstanding Class B common shares, representing 36.79% of our issued share capital. As of March 31, 2024, UOL also held 799,804 of our outstanding Class A common shares. Because of the ten-to-one voting ratio between our Class B common shares and Class A common shares, these Class B common shares give UOL approximately 85.90% of the voting power of our issued share capital. UOL therefore controls the outcome of all decisions at our shareholders' meetings, and is able to elect a majority of the members of our board of directors. It is also able to direct our actions in areas such as business strategy, financing, distributions, acquisitions and dispositions of assets or businesses. UOL's decisions on these matters may be contrary to your expectations or preferences, and it may take actions that could be contrary to your interests. It will be able to prevent any other shareholders, including you, from blocking these actions. For further information regarding shareholdings in our company, see "Item 7. Major Shareholders and Related Party Transactions—Major Shareholders."

If UOL sells or transfers any of its Class B common shares, they will generally convert automatically into Class A common shares, subject to limited exceptions, such as transfers to affiliates, to trustees for the holder or its affiliates and certain transfers to U.S. tax-exempt organizations. The fact that any Class B common shares convert into Class A common shares if UOL sells or transfers them means that UOL will in many situations continue to control a majority of the combined voting power of our outstanding share capital, due to the voting rights of any Class B common shares that it retains. If our Class B common shares at any time represent less than 10% of the combined voting power of our Class A common shares and Class B common shares together, however, the Class B common shares then outstanding will automatically convert into Class A common shares. For a description of the dual class structure, see "Item 10. Additional Information—Memorandum and Articles of Association."

Class A common shares eligible for future sale may cause the market price of our Class A common shares to drop significantly.

The market price of our Class A common shares may decline because of sales of a large number of our Class A common shares in the market (including Class A common shares issuable upon conversion of Class B common shares) or the perception that these sales may occur. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.

As of December 31, 2023, we have outstanding 209,148,916 Class A common shares (including treasury shares) and 120,459,508 Class B common shares. All Class B common shares are beneficially owned by UOL. The Class A common shares sold in our October 2019 follow-on offering are freely tradable without restriction or further registration under the U.S. Securities Act of 1933, as amended, or the Securities Act, by persons other than our affiliates within the meaning of Rule 144 of the Securities Act.

Our shareholders or entities controlled by them or their permitted transferees are able to sell their shares in the public market from time to time without registering them, subject to certain limitations on the timing, amount and method of those sales imposed by regulations promulgated by the SEC. If any of our shareholders, the affiliated entities controlled by them or their respective permitted transferees were to sell a large number of their Class A common shares, the market price of our Class A common shares may decline significantly. In addition, the perception in the public markets that sales by them might occur may also cause the trading price of our Class A common shares to decline.

We have not adopted a dividend policy with respect to future dividends. If we do not declare any dividends in the future, you will have to rely on price appreciation of our Class A common shares in order to achieve a return on your investment.

We have not adopted a dividend policy with respect to future dividends. The amount of any distributions will depend on many factors such as our results of operations, financial condition, cash requirements, prospects and other factors deemed relevant by our board of directors or, where applicable, our shareholders. Accordingly, if we do not declare dividends in the future, investors will most likely have to rely on sales of their Class A common shares, which may increase or decrease in value, as the only way to realize cash from their investment. There is no guarantee that the price of our Class A common shares will ever exceed the price that you pay.

We may raise additional capital in the future by issuing equity securities, which may result in a potential dilution of your equity interest.

We may issue additional equity securities to raise capital, make acquisitions, or for a variety of other purposes. Additional issuances of our shares may be made pursuant to the exercise or conversion of convertible debt securities, warrants, stock options or other equity incentive awards such as the LTIP and LTIP-Goals. Any strategic partnership, issuance or placement of shares or securities convertible into or exchangeable for shares may affect the market price of our shares and could result in dilution of your equity interest.

If securities or industry analysts do not publish research or reports about our business, or publish negative reports about our business, the market price and trading volume of our Class A common shares could decline.

The trading market for our Class A common shares depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who cover us downgrade our stock or publish inaccurate or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, demand for our Class A common shares could decline, which might cause the market price and trading volume of our Class A common shares to decline.

Our dual class capital structure means our shares will not be included in certain indices. We cannot predict the impact this may have on our stock price.

In July 2017, S&P Dow Jones, a provider of widely followed stock indices, announced that companies with multiple share classes, such as ours, would not be eligible for inclusion in certain of their indices. As a result, our Class A common shares are not eligible for these stock indices. Many investment funds are precluded from investing in companies that are not included in such indices, and these funds would be unable to purchase our Class A common shares if we were not included in such indices. We cannot assure you that other stock indices will not take a similar approach to S&P Dow Jones in the future. Exclusion from indices could make our Class A common shares less attractive to investors and, as a result, the market price of our Class A common shares could be adversely affected.

We are a Cayman Islands exempted company with limited liability. The rights of our shareholders may be different from the rights of shareholders governed by the laws of U.S. jurisdictions.

We are a Cayman Islands exempted company with limited liability. Our corporate affairs are governed by our Memorandum and Articles of Association of the Cayman Islands. The rights of shareholders and the responsibilities of members of our board of directors may be different from the rights of shareholders and responsibilities of directors in companies governed by the laws of U.S. jurisdictions. In the performance of its duties, the board of directors of a solvent Cayman Islands exempted company is required to consider the company's interests, which is generally defined with reference to the interests of its shareholders (both present and future) as a whole, which may differ from the interests of one or more of its individual shareholders. See "Item 10. Additional Information—Memorandum and Articles of Association—Principal Differences between Cayman Islands and U.S. Corporate Law."

Furthermore, the Cayman Islands enacted the International Tax Co-operation (Economic Substance) Act (As Revised), or the ESA, in January 2019. We are required to comply with the ESA and related regulations and guidelines. As we are a Cayman Islands company, compliance obligations include assessing its operations to determine the required compliance (if any) with the ESA, filing an annual notification with the Cayman Islands Registrar of Companies disclosing whether we are carrying out any relevant activities within the meaning of the Economic Substance Act and to the extent required under the ESA, the filing of an annual return with the Department of International Tax Co-Operation. Where applicable, we must establish that our operations satisfy the economic substance requirements of the ESA. We are required to monitor our operations to ensure they remain in compliance with all requirements under the ESA. Failure to satisfy these requirements may subject us to penalties under the ESA.

Our shareholders may face difficulties in protecting their interests because we are a Cayman Islands exempted company.

Our corporate affairs are governed by our Memorandum and Articles of Association, and by Cayman Islands law including, without limitation, the Companies Act and the common law of the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under the laws of the Cayman Islands are not as clearly defined as under statutes or judicial precedent in existence in jurisdictions in the United States. Therefore, you may have more difficulty protecting your interests than would shareholders of a corporation incorporated in a jurisdiction in the United States, due to the comparatively less prescriptive nature of Cayman Islands law in this area.

Cayman Islands statutory law in respect of schemes of arrangement does not specifically provide for shareholder appraisal rights in connection with a court sanctioned reorganization (by way of scheme of arrangement). This may make it more difficult for you to assess the value of any consideration you may receive in a merger or consolidation (which is affected by way of scheme of arrangement) or to require that the acquirer gives you additional consideration if you believe the consideration offered is insufficient. However, in respect of a merger or consolidation (which is not affected by way of scheme of arrangement), Cayman Islands statutory law, which permits a merger/consolidation without a court order, provides a mechanism for a dissenting shareholder in a merger or consolidation to require us to apply to the Grand Court of the Cayman Islands for a determination of the fair value of the dissenter's shares if it is not possible for the company and the dissenter to agree on a fair price within the time limits prescribed.

Shareholders of Cayman Islands exempted companies (such as us) have no general rights under Cayman Islands law to inspect corporate records and accounts or to obtain copies of lists of shareholders. Our directors have discretion under our Articles of Association to determine whether, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain information needed to establish any facts necessary for a shareholder motion or to solicit proxies from other shareholders in connection with a proxy contest.

Subject to limited exceptions, under Cayman Islands law, a minority shareholder may not bring a derivative action against the board of directors. Class actions are not recognized in the Cayman Islands, but groups of shareholders with identical interests may bring representative proceedings, which are similar.

Our Memorandum and Articles of Association contain anti-takeover provisions that may discourage a third party from acquiring us and reduce the rights of holders of our Class A common shares.

Our Memorandum and Articles of Association contain certain provisions that could limit the ability of others to acquire our control, including a provision that grants authority to our board of directors to issue new shares in our company from time to time (including common shares and preferred shares) without action by our shareholders. These provisions could have the effect of depriving our shareholders of the opportunity to sell their Class A common shares at a premium over the prevailing market price by discouraging third parties from seeking to obtain our control in a tender offer or similar transactions. See "Item 10. Additional Information—Memorandum and Articles of Association—Anti-Takeover Provisions in our Memorandum and Articles of Association."

United States civil liabilities and certain judgments obtained against us by our shareholders may not be enforceable.

PagSeguro Digital is a Cayman Islands exempted company and substantially all of our assets are located outside of the United States. In addition, all of our current directors and officers are residents of Brazil, and a substantial portion of their assets is located outside of the United States. As a result, it may be difficult to effect service of process within the United States upon these persons. It may also be difficult to enforce in U.S. courts judgments obtained in U.S. courts based on the civil liability provisions of the U.S. federal securities laws against us and those officers and directors.

Further, it is unclear if original actions predicated on civil liabilities based solely upon U.S. federal securities laws are enforceable in courts outside the United States, including in the Cayman Islands and Brazil. Courts of the Cayman Islands may not, in an original action in the Cayman Islands, recognize or enforce judgments of U.S. courts predicated upon the civil liability provisions of the securities laws of the United States or any state of the United States on the grounds that such provisions are penal in nature. Although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, courts of the Cayman Islands will recognize a foreign judgment in personam of a court of competent jurisdiction and give a judgment based thereon if such judgment is final, for a liquidated sum, provided it is not in respect of taxes or a fine or penalty, is not inconsistent with a Cayman Islands' judgment in respect of the same matters, and was not obtained in a manner which is contrary to the public policy of the Cayman Islands. In addition, a Cayman Islands court may stay proceedings if concurrent proceedings are being brought elsewhere.

Judgments of Brazilian courts to enforce our obligations with respect to our Class A common shares may be payable only in reais.

Most of our assets are located in Brazil. If proceedings are brought in the courts of Brazil seeking to enforce our obligations in respect of our Class A common shares, we may not be required to discharge our obligations in a currency other than the real. Under Brazilian exchange control laws, an obligation in Brazil to pay amounts denominated in a currency other than the real may only be satisfied in Brazilian currency at the exchange rate in effect on the date of the Brazilian Superior Court of Justice's enforcement of the obligation. These amounts are then adjusted to reflect exchange rate variations through the effective payment date and, if applicable, eventual default interest. The exchange rate at that time may not afford non-Brazilian investors with full compensation for any claim arising out of or related to our obligations under the Class A common shares.

The judicial recognition process for foreign judgments before the Brazilian Superior Court of Justice may be time consuming and may also give rise to difficulties in enforcing such foreign judgment in Brazil. Accordingly, we cannot assure you that judicial recognition of a foreign judgment would be successful, that the judicial recognition process would be conducted in a timely manner or that a Brazilian court would enforce a judgment of non-Brazilian courts. Furthermore, upon its recognition by the Brazilian Superior Court of Justice, the enforcement of a foreign judgment would be delegated to a lower federal court.

As a foreign private issuer, the disclosure requirements that we must comply with and other requirements are different from those applicable to U.S. domestic registrants.

As a foreign private issuer, the disclosure requirements that we must comply with and other requirements are different from those applicable to U.S. domestic registrants. For example, as a foreign private issuer for U.S. purposes, we are not subject to the same disclosure requirements as a domestic U.S. registrant under the Securities Exchange Act of 1934, as amended, or the Exchange Act, including the requirements to prepare and issue quarterly reports on Form 10-Q or to file current reports on Form 8-K upon the occurrence of specified significant events, the proxy rules applicable to domestic U.S. registrants under Section 14 of the Exchange Act or the insider reporting and short-swing profit rules applicable to domestic U.S. registrants under Section 16 of the Exchange Act. In addition, we rely on exemptions from certain U.S. rules which permit us to follow Cayman Islands legal requirements rather than certain of the requirements that are applicable to U.S. domestic registrants.

We follow the Cayman Islands laws and regulations that are applicable to Cayman Islands companies. However, these laws and regulations do not contain any provisions comparable to the U.S. proxy rules, the U.S. rules relating to the filing of reports on Form 10-Q or 8-K or the U.S. rules relating to liability for insiders who profit from trades made in a short period of time, as referred to above.

Furthermore, foreign private issuers are required to file their annual report on Form 20-F within 120 days after the end of each fiscal year, while U.S. domestic issuers that are large, accelerated filers are required to file their annual report on Form 10-K within 60 days after the end of each fiscal year. Foreign private issuers are also exempt from regulation fair disclosure, aimed at preventing issuers from making selective disclosures of material information. As a result of the above, even though we are required to file reports on Form 6-K disclosing the limited information that is material to us and which we make public pursuant to Cayman Islands law, or are required to distribute to shareholders generally, you may not receive information of the same type or amount that is required to be disclosed to shareholders of a U.S. company.

We cannot predict if investors will find our Class A common shares less attractive because we will rely on these exemptions. If some investors find our Class A common shares less attractive as a result, there may be a less active trading market for our Class A common shares and our share price may be more volatile.

PagSeguro Digital is a foreign private issuer and, as a result, in accordance with the listing requirements of the New York Stock Exchange, or NYSE, we rely on certain home country governance practices from the Cayman Islands, rather than the corporate governance requirements of the NYSE.

We report under the Exchange Act as a non-U.S. company with foreign private issuer status. The NYSE rules provide that foreign private issuers are permitted to follow home country practice in lieu of certain NYSE corporate governance standards. The standards applicable to us are considerably different from the standards applied to U.S. domestic issuers. For instance, we are not required to:

- have a majority of independent members on our board of directors (other than as may result from the requirements for the audit committee member independence under the Exchange Act);
- have a minimum of three members on our audit committee;
- have a compensation committee or a nominating and corporate governance committee;
- have regularly scheduled executive sessions of our board that consist of independent directors only; or
- adopt and disclose a code of business conduct and ethics for directors, officers and employees.

As a foreign private issuer, we may follow home country practice from the Cayman Islands in lieu of the above requirements. Therefore, the approach to governance adopted by our board of directors may be different from that of a board of directors consisting of a majority of independent directors, and, as a result, our management oversight may be more limited than if we were subject to all of the NYSE corporate governance standards. Accordingly, you may not have the same protections afforded to shareholders of companies that are not foreign private issuers.

Although we do not expect to be a passive foreign investment company, or PFIC, for U.S. federal income tax purposes, there can be no assurance that we will not be a PFIC for any taxable year, which could subject United States investors in our shares to significant adverse U.S. federal income tax consequences.

We do not expect to be a PFIC for the current taxable year or any future year, based on our current business plans. However, whether we are a PFIC will be determined annually based upon the composition and nature of our income, the composition, nature and valuation of our assets (including goodwill), all of which are subject to change, and which may be determined in large part by reference to the market value of our shares, which may be volatile, and our corporate structure and the classification for U.S. federal income tax purposes of our subsidiaries. The determination of whether we are a PFIC will also depend upon the application of complex U.S. federal income tax rules concerning the classification of our assets (including goodwill) and income for this purpose, and the application of these rules is uncertain in some respects. Moreover, the determination of the value of our assets (including goodwill and certain intangible assets) may depend on our market capitalization, and that market capitalization may fluctuate. Accordingly, due to the lack of directly applicable authority regarding the foregoing, there can be no assurance that the IRS will not challenge any determination by us that we are not a PFIC.

If we were classified as a PFIC, special adverse U.S. federal tax rules would generally apply to a United States Holder (as defined in "Item 10. Additional Information—Taxation—U.S. Federal Income Tax Considerations") that holds our Class A common shares. United States Holders are urged to consult their own tax advisors with respect to the potential tax consequences of the PFIC rules to their particular circumstances.

Our Class A common shares may not be a suitable investment for all investors, as investment in our Class A common shares presents risks and the possibility of financial losses.

The investment in our Class A common shares is subject to risks. Investors who wish to invest in our Class A common shares are thus subject to asset losses, including loss of the entire value of their investment, as well as other risks, including those related to our Class A common shares, the company, the sector in which we operate, our shareholders and the general macroeconomic environment in Brazil and all other countries in the world, among other risks.

Each potential investor in our Class A common shares must therefore determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of our Class A common shares, the merits and risks of investing in our Class A common shares and the information contained in this annual report;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in our Class A common shares and the impact our Class A common shares will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in our Class A common shares;
- understand thoroughly the terms of our Class A common shares and be familiar with the behavior of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

ITEM 4. INFORMATION ON THE COMPANY

1. History and development of the company

1. Our history

The company was created in 2006 under the brand PagSeguro at the time, aiming to democratize the payments and access to financial services in Brazil, mainly to small online sellers, by providing and promoting innovative solutions for diverse audiences and currently, PagSeguro Digital is serving over 31 million clients. Our activities in Brazil began in 2006, and throughout its history, PagSeguro Digital has consolidated its role as an acquirer and card issuer, in addition to providing complete solutions for online and in person payments (through mobile devices and POS terminals) with the widest variety of payment methods, such as credit, debit and meal cards, and has the largest acceptance network in Brazil, with more than seven million active merchants. Since our IPO in 2018, PagSeguro

Digital has been a public company listed on the NYSE and regulated by the U.S. Securities and Exchange Commission, or the SEC, with subsidiaries in Brazil and abroad, including companies regulated by the Central Bank. These Group companies are part of our prudential conglomerate and have Brazilian licenses as a financial institution (multiple bank and securities broker) and payment institution (issuer of electronic currency, issuer of credit cards and acquirer), having partnerships with the principal brands of credit cards.

In 2019, the company officially launched its digital banking operation, expanding democratization and financial inclusion beyond payments solutions, with three main objectives: to reduce financial expenses by diversifying funding sources through deposit growth, to reduce merchant churn by increasing the penetration of digital account services, and to diversify revenue streams beyond merchant discount rates and the prepayment of credit card receivables. In December 2023, we had 7,273 employees. Even with an extremely lean corporate structure compared to other financial institutions, one of PagBank's main characteristics is its focus on innovation, creation of scalable products, and widespread financial inclusion. With headquarters in the city of São Paulo and operations in 100% of the Brazilian national territory, across more than 5,500 cities, our main mission is to develop disruptive products aimed at democratizing financial services in Brazil, offering sellers and consumers a complete digital ecosystem that is simple, mobile-first, safe and affordable.

PagSeguro Digital's clients are companies of all types and sizes — from individual entrepreneurs, micro-merchants, and small businesses such as street vendors and beauty salons, to medium-sized companies in retail and other sectors – as well as digital account clients. PagSeguro Digital also has a growing presence in the business-to-business trade segment and offers specific products for beauty care professionals, self-employed professionals, individual micro entrepreneurs, or MEI, chauffeurs and taxi drivers, lawyers, physicians and dentists, commerce and brick-and-mortar stores, restaurants, bars, and snack bars.

Since its founding, PagSeguro Digital has followed initiatives for the development of an environment that is open to competition in the financial and digital means of payment sectors. That is why the company is a member of several industry associations, such as ABRANET (Brazilian Internet Association), ABECS (Brazilian Association of Credit Card and Service Companies), ABBC (Brazilian Association of Banks) and ANBIMA (Brazilian Association of Financial and Capital Market Institutions).

1.2. Newlines of business

We have introduced several products and services during in recent years, which include the following:

- In December 2016, we launched "Parcelado comprador," a technological tool made available to merchants, mainly to new entrants, which allows the seller to calculate the amounts to be received for their sales according to the different payment methods used, the respective payment terms and the transaction costs involved. This solution, already widely used by the market, was developed in the context of Law No. 13,455/2017, which provides the possibility for the seller to differentiate the price of goods and services corresponding to the payment method used by the buyer and/or due to the period of transaction payment. In other words, these features relate to calculating the price of the product, which may vary according to the instrument used and payment terms.
- In January 2021, we launched a pre-authorization card which allows a pre-authorized transaction to occur as credit and can be confirmed for a lower amount later if needed (never a higher amount). This service is aimed at the airline, car rental and hotel segments. This transaction requires a physical card to be completed.
- In May 2021, we launched Moderninha Profit, a payment terminal that was developed to meet the demand of a niche of sellers who do not need a touch screen device but instead insist on having a device with a printer.
- In April 2021, we launched PagPhone, a smartphone and card machine device. This device aims to ensure that the seller does not to lose sales, it accepts payments by credit and debit cards, Pix transactions, QR codes and approximation (NFC) cards. PagPhone is a complete cell phone that guarantees greater practicality and mobility for merchants. This device allows the merchant to receive messages and respond to customers on social media and WhatsApp, in addition to taking and posting product photos, all on a single device and uses Android 10 technology.
- In April 2021, we launched ClubePag, which is a customer loyalty tool, provided free of charge by PagSeguro to retain its customers. At ClubePag, you build your club, create your own offers, and make cashback available to customers to accumulate credit.
- In September 2021, we launched Moderninha Wi-fi Plus, which has 3G and Wi-Fi connection but does not include a printer or a touchscreen, but allows messages to be sent via SMS, accepts payments by credit and debit cards, Pix transactions, QR codes and approximation (NFC) cards.
- In October 2021, we launched the anticipation function in our Moderninhas payment terminals, which allows the anticipation of receivables by scheduling payments for transactions carried out within the 30 and 14-day period whenever you need it.

- In January 2022, we launched the Minizinha Chip 3 payment terminal, with a larger display and color screen, the new Minizinha Chip 3 payment terminal aims to facilitate the merchant's day to day activities. A mobile phone is not needed as the payment terminal has a Wi-Fi connection and a SIM card with a free data plan. This payment terminal accepts payments by credit and debit cards, Pix transactions and approximation (NFC) cards.
- In January 2022, we launched PagTotem, ideal for use in stores, markets, and fast-food restaurants, PagTotem possess a touch screen, printer and integrated card reader. PagTotem is a comprehensive solution that guarantees practicality and connectivity during the checkout process and allows the merchant to manage their equipment through the PagSeguro store. This self-service equipment has a 23-inch touchscreen display, with ethernet connection, 2.4/5 Ghz Wi-Fi bandwidths, and Bluetooth.
- In January 2022, we launched the PagBank debit card, which is free and has no annual fee for customers, designed to simplify their routine. With it, our customers can manage the balance of their account, withdraw cash and make debit card purchases, both in Brazil and abroad.
- In February 2022, we launched the typed pre-authorization. In this modality, the pre-authorization sale can be used by providing the card data, security code and validity information.
- In March 2022, we launched the prepaid mobile top-up service in the Minizinha Chip payment terminal, a mobile top-up and service top-up functionality that has been expanded and now possesses the modality to be accepted in the Minizinhas Chip payment terminals.
- In March 2022, we launched the Moderninha Plus 2 payment terminal, which allows sales to be carried out quickly with 3G and Wi-Fi connections and is a particularly well-suited device for professionals that work in establishments such as beauty salons, tattoo studios and wellness clinics, as it can be shared with up to six professionals. With a modern design, it accepts payments by Pix transactions and card approximation and comes with a chip and data plan.
- In April 2022, we launched the one-click investment, where the customer can invest in a complete diversified portfolio with just one click.
- In July 2022, we launched the free credit card with a limit of up to 100% of the value of the customer's investment in PagBank CDs. Those who invest their money in PagBank CDs receive an international credit card with no annual fee and a limit equal to the value of their investments.
- In August 2022, we launched the Moderninha Smart Plus terminal, focused on front-end store operations. The Moderninha Smart 2 accepts payments by credit, debit, and QR code with speed and agility. It has a modern design, Wi-Fi connection, 4G chip and Bluetooth, touch screen, and integrated camera.
- In August 2022, we launched the *Poupar Automático* product, which allows the customer to choose a percentage of their sales to invest automatically in a daily liquidity CD and bring more convenience to their daily life. The goal is to help the customer create the habit of saving their earnings and get even closer to their financial goals.
- In September 2022, we launched the free credit card with a balance equal to the balance amount in the customer's bank account, where the customer can use part or all of the available balance in their account as a credit limit. This is the credit card with a limit secured through the account balance. This feature is also available for those who already have a PagBank credit card but wish to further increase their limit. In this case, they can also use part or all of their account balance.
- In December 2022, we rebranded the PagBank Saúde product, an assistance service for customers and their families to have access to affordable consultations and exams in a broad medical and dental network. In addition to discounts on medications at the country's major pharmacies, there are now discounts on surgeries and 24-hour emergency telephone support.
- In 2023, BancoSeguro maintained its investment alternatives in the super app services, with the issuance of CDs yielding a rate of 101% to 135% over the CDI interest rate (*taxa de Certificado de Depósito Interbancário*). In addition, we began to distribute quotas in new investment funds managed by third parties and backed by incentive debt issuances, corporate debt issuances, and Brazilian treasury bills and shares, and we recently started to offer a new service that allows our customers to buy, hold and sell quotas for investment funds in cryptocurrencies also managed by third parties.

1.3. Acquisitions and changes to our organizational structure

In January 2021, we submitted to the Central Bank a request for the approval of a corporate reorganization that involved certain of our subsidiaries, and we received the corresponding approval in August 2021. As a result of this reorganization, the entities Net+Phone, PagSeguro Tecnologia Ltda. (formely BoaCompra Tecnologia S.A), or PagSeguro Tecnologia, BCPS, R2Tech Informática Ltda., or R2Tech, Biva Serviços and CDS were spun off from PagSeguro Brazil and since then they have been controlled by PagSeguro Digital's direct subsidiary PagSeg.

The list below describes changes to our organizational structure in the year ended December 31, 2021:

- In March 2021, we incorporated PagSeguro Holding Ltd., or PagSeguro Holding, to serve as a holding company directly under PagSeguro Digital
- In the third quarter of 2021, we incorporated four new subsidiaries under PagSeguro Holding consisting of the following entities:
  - PagSeguro Chile SPA, or PagSeguro Chile.
  - PagSeguro Colombia S.A.S, or PagSeguro Colombia.
  - PSGP México S.A de C.V., or PSGP Mexico.
  - PagSeguro Peru S.A.C., or PagSeguro Peru.
- In August 2021, we acquired Concil Inteligência em Conciliação S.A., or Concil, which now operates as a subsidiary of PagSeguro Brazil.
- In December 2021, PagSeguro Tecnologia incorporated R2Tech.
- In December 2021, Biva Serviços incorporated Bivaco Holding Ltda.

Our reorganization in part resulted from the fact that PagSeguro Brazil, MOIP, BancoSeguro and PagInvest are subject to the Central Bank's regulation and supervision. This reorganization was also intended to improve the administration of our corporate structure and to group our operating subsidiaries under appropriate holding companies based on the services provided by each subsidiary, and as a result, our current organizational structure reflects the following:

- PagSeguro Digital subsidiaries include PagSeguro Brazil, PagSeg, BS Holding, and PagSeguro Holding
- PagSeguro Brazil subsidiaries include Biva Sec, FIDC, RegistraSeguro, Concil and MOIP.
- BS Holding's subsidiary include BancoSeguro and PagInvest.
- PagSeg subsidiaries include Net+Phone, PagSeguro Tecnologia, BCPS Online Services, Ltda., or BCPS, Biva Serviços, CDS and Pag Participações.
- PagSeguro Holding subsidiaries include: PagSeguro Chile, PagSeguro Colombia, PSGP Mexico and PagSeguro Peru.
- In October 2022, Pag Participações divested its entire shareholding in Boletoflex Tecnologia e Serviços S.A., or Boletoflex to the remaining shareholders of Boltoflex, thereby excluding this entity from the PagBank Group; and
- In December 2022, PagSeguro Biva Correspondente Bancário Ltda. was dissolved upon its absorption by Biva Serviços.

The list below describes the changes to our organizational structure in the year ended December 31, 2023:

- In July 2023, PagSeguro Brazil acquired 90% of the shares of NetPOS, in addition to the 10% it had previously acquired, and it therefore reached 100% of the share capital of NetPOS;
- In July 2023, RegistraSeguro. was dissolved upon is absorption by PagSeguro Brazil; and
- In August 2023, PagBank Participações Ltda. changed its corporate name to Pag Participações Ltda.

2. Business overview

2.1. Our mission, purpose and values

Mission and purpose:

Throughout its existence, PagSeguro Digital's mission is to transform and democratize access to financial and payment solutions in Brazil by providing a simple, safe, affordable and accessible digital ecosystem to merchants and consumers. Today, the company is also focused on the mission to make the financial lives of people and businesses easier. To pursue this mission, we have built a set of strong cultural values of customer-focused organization, protagonism, collaboration, simplicity and reliability.

Values:

- **All for the client:** With focus, agility and a sparkle in our eyes, we all work for the client.
- **Protagonism:** We act as protagonists to do things differently and without fear of challenging the status quo.
- **Collaboration:** We embrace collaboration and diversity in order to grow.
- **Simplicity:** We "uncomplicate" today with simplicity.
- **Reliability:** Our actions offer security to our clients.

2.2. Our market

2.2.1. Payments

- **Micro-merchants and SMEs drive the Brazilian economy**

  According to SEBRAE (*Portal do Empreendedor*) and Brazil's Internal Revenue Services (*Receita Federal*), there were 15.7 million micro-merchants (MEIs) in Brazil as of December 31, 2023. In addition, according to the most recent Annual Social Information Report (*Relação Anual de Informações Sociais - RAIS*), published by the Ministry of the Economy, as of December 31, 2021, there were 3.8 million SMEs. Additionally, according to IBGE's PNAD, as of December 31, 2023, there were 19.1 million individuals self-employed in the informal economy, usually individual customers of card acquirers. Taken together, this totals an addressable market of 38.7 million formal and informal businesses. In addition, according to SEBRAE, the number of individual micro entrepreneurs in Brazil increased significantly, from 772 thousand in 2010 to 15.5 million in March 2024.

  We categorize these businesses according to their annual TPV:

  - Micromerchants (MM): merchants with a monthly TPV up to R$10,000 / R$12,000.
  - Small/Medium Businesses (SMB): merchants with a monthly TPV between R$10,000 / R$12,000 up to R$300,000 / R$500,000.
  - Large Accounts (LA): merchants with a monthly TPV above R$300,000 / R$500,000.

  For the year 2024, we will categorize businesses in a slightly different manner:

  - Micromerchants (MM): merchants with a monthly TPV up to R$15,000.
  - Small/Medium Businesses (SMB): merchants with a monthly TPV between R$15,000 and R$ 1,000,000.
  - Large Merchants, e-Commerce and Cross-Border (LMEC): merchants with a monthly TPV above R$ 1,000,000.

Businesses and consumers in developed economies continue to abandon cash and paper payments, shifting towards electronic payment mechanisms. This trend continues to impact the Brazilian economy, and the opportunities for the expansion of digital payments in Brazil remain significant. The migration away from checks creates efficiencies for businesses, who can reduce cost and accelerate cash flow if their accounts payable and accounts receivable functions are automated through electronic payments and reconciliation. Similar opportunities exist for consumer bill payment, direct deposit, and person-to-person payments.

According to information from eMarketer, the mobile payments retail purchase volume in Brazil increased to US$42 billion in 2023 from US$1 billion in 2015, while in the United States, this volume was approximately US$485 billion in 2023. However, only 35% of the Brazilian population above the age of 15 reported making an online purchase in 2021, compared to 75% in the United States and 64% in the United Kingdom, according to the World Bank's most recent Global Findex database published in 2021.

Regarding retail e-commerce as a whole, sales volume in Brazil increased to US$69 billion in 2023 from US$10 billion in 2015 according to eMarketer. The average growth rate of mobile e-commerce over the last 10 years has been 3x faster than in overall e-commerce, with m-commerce share in e-commerce growing from 11% to 60% between 2015 and 2023, according to eMarketer, creating new options for buyers and sellers and providing business opportunities for buyers and providers of digital deliveries.

- **Commerce is increasingly digital and mobile worldwide**

  According to the International Telecommunications Union (ITU), an estimated 5.4 billion people, or 67% of the total global population, used the internet in 2023, compared with 2.6 billion people, or 35% of the total global population, in 2013.

  The increasing number of businesses offering online shopping is fueling consumer demand for faster and more reliable payment methods. We believe these trends create an environment where merchants feel compelled to interact more closely with a broader range of customers, using online stores, mobile-friendly technologies and extensive compatibility with digital payment methods, such as cards. We believe that there is a significant market opportunity for growth in e-commerce in Brazil.

- **Businesses are shifting towards increasingly non-bureaucratic, friendly and all-in-one services**

  As technology and the regulatory environment evolve, sellers of all types and sizes face a continuous need for new solutions. A significant number of businesses in Brazil remain unserved or underserved in terms of online payments, POS and mPOS services as well as value-added financial services tools for a number of reasons, including lack of access, lack of all-in-one offerings, time-consuming, limited access to conventional funds and lack of transparency.

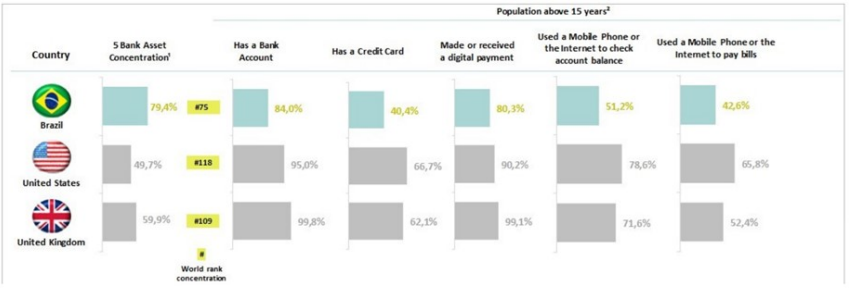
2.2.2. Financial services

- **The structure of the Brazilian financial market creates significant opportunities for disruption**

  The structure of the Brazilian financial market creates significant opportunities for technology-driven disruptors, who seek to break up the highly concentrated supply of services, particularly when compared to more developed markets. The banking market is relatively concentrated for global standards. Retail banking leaders are local, with no global retail banking players around the world. In 2021, Brazil's five largest financial institutions held 79.4% of financial assets, which makes it one of the world's most concentrated markets according to the most recent World Bank's Global Financial Development database published in 2021. Further showing this banking concentration, global banks, such as ABN/AMRO, Citibank and HSBC, have entered Brazil, only to later leave the market or reduce their local presence. In the same year, the United Kingdom and the United States had banking concentrations of 59.9% and 49.7%, respectively.

The use of payment cards also remains relatively low in Brazil compared to more developed markets. According to a report by ABECS, card payments accounted for 57% of Brazilian household consumption in the fourth quarter of 2023. In 2021, the same indicator for Brazil was 49%, compared with 53% in the United States, 70% in the United Kingdom and 71% in Australia, according to the most recent data made available by Red Book Statistics for Payments and Financial Market Infrastructures Statistics from the Bank of International Settlements (BIS), indicating the potential for further expansion and the growth already observed in just three years in Brazil. Credit card penetration levels are a fundamental driver for the digital payments industry.

The World Bank's most recent Global Findex database published in 2021 shows that banking penetration in Brazil also significantly lags behind more developed markets in terms of the percentage of the population that had a bank account, a credit card, or had made or received a digital payment.



Source:
(1) The World Bank's Global Financial Development database published in 2021.
(2) The World Bank's most recent Global Findex database published in 2021.

These lower penetration levels are amplified among the lower income classes in Brazil. According to data provided by the IBGE (PNAD), the Central Bank (*CCS - Cadastro de Clientes do Sistema Financeiro*) and internal estimates, 8 million Brazilians of working age (5% of all Brazilian adults) still did not have a bank or relationship bank account (unbanked) in December 2022. However, and more importantly, another estimated 27 million (15% of all Brazilian adults) have incomplete or inadequate access to financial services (underbanked), for example, only possess a savings accounts or basic bank packages for payroll or deposit accounts, totaling 35 million (20% of Brazilian adults) who are at most underbanked in Brazil, reinforcing the still existing potential for innovative digital banks to compete with incumbents.

- **Internet and technology pave the way for digitization of financial services**

  Brazil is a reference in global internet adoption. According to Statista, Brazil is the fifth largest country in terms of number of internet users (182 million people), the second country in terms of time spent on the internet and in terms of time spent on social media, according to the 2023 Global Digital Report from "We Are Social" and "Meltwater". According to ITU's latest report, Brazil's ratio of cell phone numbers to inhabitants reached approximately one in 2022, with smartphone penetration reaching 66.7% of the Brazilian population according to Statista, compared to 82.2% in the UK, 81.6% in the U.S. and 78.6% in Japan.

- **Increasing significance of digital banking and digital banks in Brazil**

  The adoption of technology and focus on transparency, security and simplicity has transformed the consumer habits of the Brazilian population. According to the most recent research report prepared by Deloitte on behalf of the Brazilian Bank Federation (*Federação Brasileira de Bancos*), or Febraban, the volume of mobile banking transactions increased 54% from 2021 to 2022, with 66% (107.1 billion) of all banking transactions (163.3 billion) in 2022 conducted on cell phones or tablets.

Moreover, approximately eight out of ten transactions are digital (conducted through mobile and internet banking and WhatsApp). Consequently, banks have been reducing their overall number of branches as a response to the digitization of banking, with bank managers and clerks mainly focusing on advising clients and services with greater complexity. According to Febraban and the Central Bank, as of 2022, there were 17.2 thousand bank branches in Brazil, compared to 21.8 thousand bank branches in 2017.

The traditional financial system has been falling short of meeting expectations of different and complementary social and economic profiles. According to the World Bank's most recent Global Findex database published in 2021, approximately 7% of the Brazilian working age population received wages in cash only, corresponding to approximately 12 million Brazilian adults or 23% of the formal and informal sector employees that did not received wages through a financial institution. Also, 38% of the Brazilian adults who paid utility bills made the utility payment using cash only, according to the World Bank's Global Findex 2021.

According to the World Bank's most recent Global Findex database published in 2021, the main reasons hindering Brazil's unbanked population from opening bank accounts is the combination of high fees associated with such services, insufficient funds and the long distance to physical branches, with such reasons being mentioned by 67%, 63% and 33% of the unbanked population, respectively.

Clients of traditional banks also complain about high fees and spreads, limited product offerings and the level of poor customer service provided in return. According to results reported by Brazil's five largest banks, the financial institutions' annual revenues derived from services increased 40% from 2016 to 2023, while checking account fees charged to individuals and legal entities increased 10% during the same period.

In fact, according to a survey conducted in 2021 by the Brazilian Institute for Consumer Defense (*Instituto Brasileiro de Defesa do Consumidor*), the tariff packages charged by the five largest banks in Brazil have registered a significant increase recently. The most requested services, such as withdrawals, deposits and transfers, had increased between 9% and 25% above the inflation rates observed between 2020 and 2021. The increasing adoption of digital banks in Brazil is expected to continue as a strong trend, rendering numerous advantages such as the reduction in operational costs, maximized revenues due to increased customer attraction and retention, and new technologies and advancements in the regulatory framework. Brazilians have been responding well to this adoption as, according to the latest report "*Relatório de Economia Bancária*" published by the Central Bank, the evolution of active relationships between individual customers and the digital banks showed a strong growth between December 2019 and December 2022. During this period, active digital banking relationships grew 380%, from approximately 54 million to 261 million.

- **Trends shaping the banks of the future**

  Fintechs have been splitting apart services once provided through one trusted relationship with a traditional bank in order to meet customers' specific needs with highly specialized offerings and superior customer service. The current unbundling of financial products has created a fragmented landscape that is expected to gradually shift towards trusted, centralized and digitally-enabled financial services platforms. The following principles have an imperative role in building the banks of the future:

  - Best-in-class customer experience is digital and requires continuous investment in innovative technologies: mobile banking has succeeded in providing greater flexibility for customers to bank at home, at work or while socializing, in enhancing the financial awareness of its users and in retaining the client base due to user experience.
  - Rich data enables more personalized customer experience: customer experience is expected to overtake price and product as the key brand differentiator in the near future. In addition to being more likely to do business with a company that offers a personalized experience, consumers expect companies to anticipate their needs and make relevant suggestions before first contact and will not have issues with sharing personal data in exchange for that.

- Security, exceptional customer service and transparency strengthen trustworthy relationships: trust surpasses convenience, reliability, value and time as the key attribute in the decision to adopt innovative payment and banking solutions, thus being indispensable when acquiring and retaining customers at scale. It is critical to secure the vast amounts of data and the consumer's digital identity, and to constantly delight customers, while receiving high net promoter scores, engagement and retention in return. Equally important is companies' ability to convincingly communicate their benefit, align the timeline of consumer costs and value received and emphasize the many steps taken, special assets used, time saved and complexity eliminated throughout the customer journey.

2.3. Our competitive strengths and advantages

- **Our unique culture**

  Through a healthy work environment that values the differences and needs of each professional, PagSeguro Digital believes that people are instrumental in the success of the business; without them, nothing would make any sense. Through communication campaigns highlighting the pillars of the company's mission and values, our human resources department works continuously to strengthen PagSeguro Digital's organizational culture.

  PagBank has ongoing employees' and managers' meet up groups and development programs, encouraging greater proximity between managers and employees, and enhancing the culture of feedback. Encouraging innovation and creativity among its employees on a daily basis, the company frequently organizes team meetings with the CEO and executives, ensuring synergy among everyone and the sharing of results to disseminate the company's fundamental values and pillars. The focus is on promoting important aspects and visions such as collaboration, simplicity, protagonism and reliability, always aiming to provide everything possible for our clients. It is not by chance that PagSeguro Digital's offices are shared environments, which contribute to greater integration among all employees and, consequently, greater productivity.

  Everyone in the company is welcome: this has been part of the company's DNA since the beginning, with young and diverse teams. To enrich the diversity mindset in the company in 2023, a diversity and inclusion (D&I) census supported by a specialized consulting firm was conducted, and initiatives and activities were organized all year long, including diversity awareness campaigns and trainings.

- **Our business model**
  - Complete digital platform with means of payment, financial services and software.
  - Acquirer with the most widely-accepted network in Brazil, offering face-to-face, online, and cross-border payments.
  - Issuer of debit, credit, and prepaid cards.
  - Complete multiple bank for individuals (CPF) and companies (CNPJ) with one or more account holders.
  - Investment platform offering public and private securities, investment funds and equity/REITs trading.
  - Insurance distribution platform: PIX, cards, health, home and life insurance.
  - Super app with an extensive list of partners in telecommunications, transportation, delivery, games and entertainment.

- **Our products**
  - Digital company with tech-DNA
  - Automatic and instant settlement/prepayment of receivables
  - Robust logistics structure and service levels
  - Single interface integrating payments, financial services and software (app or internet banking)

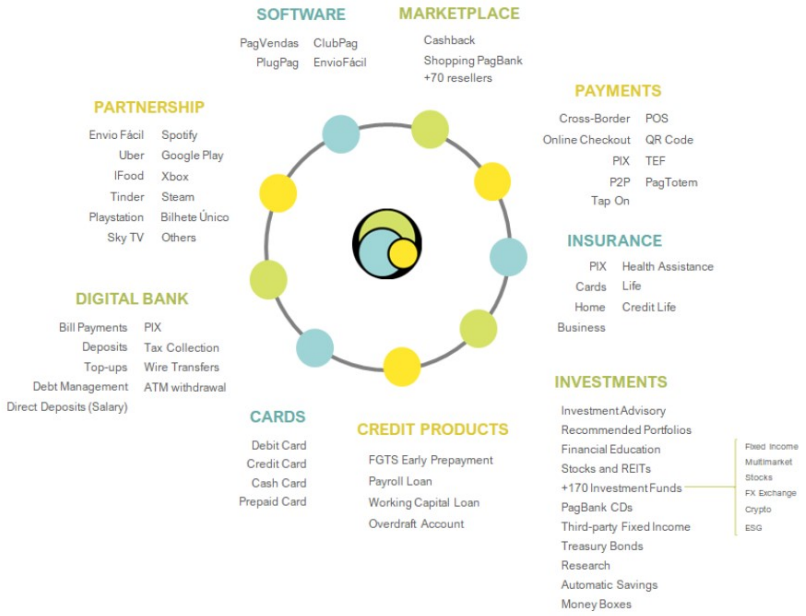
- **Our sales channel and client acquisition**
  - Online strategy in partnership with UOL, reaching 90% of the Brazilian internet audience.
  - Salesforce based on HUBs covering 100% of GDP geographically distributed.
- **Our financial structure**
  - Cash and Financial investments of R$6.2 billion and Net cash position of R$11.2 billion
  - Diversified funding sources based on deposits, with cost of funding structurally lower than industry.

2.4. Our Growth Strategies

2.5. Seasonality

We operate in a somewhat seasonal industry, which tends to experience relatively fewer transactions in the first quarter of the year, increased activity as the year-end holiday shopping season initiates, and fewer transactions after the year-end holidays. While we have not experienced significant seasonality in our results at the date of this annual report due to our ongoing growth, this could change in the future. For additional information, see "Item 3. Key Information—Risk Factors—Risks Relating to Our Business and Industry —Our quarterly results of operations and operating metrics may fluctuate and are unpredictable and subject to seasonality, which could result in the price of our Class A common shares being unpredictable or declining."

2.6. Our products and services



Our end-to-end digital ecosystem operates as a closed loop where our clients are able to address their main day to day financial needs, including receiving and spending funds and managing and growing their businesses. Our main products and services are described in further detail below:

2.6.1. Digital bank

- **Bill payments:** We offer our clients the option to pay their bills that are in the form of invoices with bar codes (*boletos*). For every bill paid in this manner, PagBank receives a fee.
- **Deposits:** Similar to bank transfers, consumers can make cash deposits at a bank branch or ATM directly to their free PagBank digital accounts, including to a merchant's digital account to pay for a product or service, or to the consumer's own digital account. We generate MDR commissions on payments made through cash deposits to a merchant's free PagBank digital account. There is no MDR or any other commission charged by us when consumers add funds to their own free PagBank digital account.
- **Top-ups:** Brazil still has a very large population using prepaid phones, and as a result, carriers pay brokers' fees in order to recharge ("top-up") these phones. At PagBank, we work as a broker offering recharges for phones to our clients and receive a fee from the carriers.
- **Debt management:** Through certain of our services, our merchants are able to charge their customers for the services they provide or the products they sell through the use of (i) invoices with bar codes (*boletos*), (ii) Pix (QR code), and (iii) a hybrid format using both barcodes and QR code (*Bolepix*).
- **Direct deposits (Salary):** Through our payroll portability feature, anyone working in Brazil as a registered employee can have their salary deposited directly into their free PagBank digital account at no cost.
- **PIX:** Pix is the biggest means of bank transfers in Brazil presently. In PagBank, clients can receive and send transfers instantly, through Pix.
- **Tax collections:** In addition to bills, we also offer our clients the ability to pay their taxes received in the form of invoices with bar codes (*boletos*).
- **Wire transfer:** Other than Pix, we also offer other transfers as peer-to-peer, or P2P, transfers (internal transfer) and TED (external transfers). Some transfers cannot be done by Pix, and TED allows us to maintain a full suite of transfer options.
- **ATM withdrawal:** Cash withdrawal from any ATM using a credit, debit, prepaid or cash card (*cartão da conta*)

2.6.2. Cards

- **Debit card:** Our PagBank Mastercard NFC debit card is linked directly to the balance of the free PagBank digital account. The card has no issuance fee, and we offer it to merchants and consumers through our PagBank Super app. Through this app, users can make purchases using any Mastercard network and withdraw cash, with a flat fee, through Cirrus ATM networks.
- **Credit card:** Our PagBank Visa credit cards have no annual or membership fees, and they are offered to customers who invest in PagBank CDBs or who reserve the balance of their PagBank free digital account in an escrow account. It is accepted in Brazil and abroad. Card information can be stored in PagBank's free digital account to enable NFC or QR code transactions. As NFC and QR codes do not require contact between the buyer and seller's POS device, transactions are contactless.
- **Cash card:** Our PagBank Visa NFC enabled cash card is linked directly to the balance of the free PagBank digital account without the need to reload the card, unlike our PagBank prepaid cards.
- **Prepaid card:** Our PagBank MasterCard prepaid cards allow merchants or consumers to use the balance from their free PagBank digital account to buy goods and services in-person and online or withdraw cash at more than one million Cirrus network ATMs in Brazil and abroad. Merchants can, therefore, receive payments from sales transactions into their free PagBank digital account, load/reload the PagBank prepaid card with its value and spend that money without needing a bank account. With a modest initial purchase cost, the card comes with no annual fees or interest rates – and we provide it free to merchants who purchase a PagBank POS or mPOS device. The PagBank prepaid card does not require credit checks on the merchant or preapproval for issuance.

2.6.3. Credit products

- **FGTS early withdrawal:** This product allows customers to advance the withdrawal of a portion of their FGTS (Brazilian Severance Pay Fund for Length of Service) funds before the official deadline. In Brazil, employees have a percentage of their monthly salary deposited into their FGTS fund to create a reserve which can be withdrawn in specific circumstances, such as an unjustified dismissal. Since 2020, employees can withdraw part of this amount in their birthday month. The FGTS early withdrawal is a secured loan product, 100% guaranteed, that enables customer to access loans using FGTS funds that already belong to them to pay for the loans.
- **Payroll loan:** Payroll loans granted to retirees, pensioners, INSS beneficiaries, and federal public servants. The loan is directly deposited into the customer's PagBank account and is deducted from their salary, greatly minimizing credit risks.
- **Working capital loan:** Loans granted to active sellers with PagBank POS, certain transaction volume (TPV), and a hold on their receivables to secure the loan.
- **Overdraft account:** Extra limit granted to PagBank account holders for emergencies and unforeseen expenses.

2.6.4. Insurance

- **PagBank Account Insurance:** This is PagBank Digital Account Insurance, which guarantees compensation in the event of theft in which the customer is coerced into transferring funds from our Superapp or after withdrawing funds from an ATM.
- **PagBank Card Insurance:** This is PagBank card insurance, which guarantees compensation in the event of loss or theft of the card resulting in improper withdrawals or purchases.
- **Home Insurance:** Residential insurance that, in addition to guaranteeing damage to the property and all contents, extends guarantees to corporate objects, when our client acts as a businessman onsite. This Insurance also includes 24-hour emergency assistance.
- **Business Insurance:** PagBank Business Insurance, which offers guarantees against fire, explosion, natural events, including damage caused to third parties and loss of income as a result of a covered incident. This product was launched in March 2024, with expectations of improvements to occur throughout 2024.
- **Health Assistance:** Discount network that allows our customers access to differentiated costs for consultations, exams, telemedicine and even surgical procedures, in addition to discounts at the main pharmacies in the country. The entire scheduling experience takes place within the PagBank Super app itself.
- **Life Insurance:** PagBank Life Insurance that guarantees compensation in the event of death or disability. This insurance has some important differences such as funeral assistance that extends to ascendants, descendants and in-laws which, in addition to payment, we take care of all procedures to support the client or family member at this difficult time.
- **Credit life Insurance:** This is insurance that guarantees the repayment of loans that the PagBank customer has, in the event of death, disability, unemployment or, for entrepreneurs, loss of income due to inability to generate income.

2.6.5. Investments

- **Investment advisors:** Our Investment Advisors help customers make better investment decisions taking into account their risk profile and investment horizon.
- **Recommended portfolios:** PagBank aims to facilitate our customers' investment decisions by providing expertly crafted portfolios, recommended based on thorough market analysis and the investor's profile, designed to optimize returns and manage risk exposure. Our recommended portfolios are a blend of funds, stocks, bonds, and fixed-income securities structured to offer balanced risk-return suitable for different risk appetites, ranging from new to experienced investors.

- **Financial education:** We provide educational resources and tools to enhance our clients' financial literacy. Podcasts, instructional videos, daily investor calls and investment courses all connect into a comprehensive offering to our customers. This service aims to empower individuals to make informed investment decisions and understand market dynamics.
- **Stocks and REITs:** Purchasing stocks enable investors to acquire equity in a company. It's an opportunity to benefit from the company's growth and earnings, with the potential for dividends and capital appreciation. At PagBank we also offer exchange-traded funds (ETFs) and Real Estate funds in the mix of variable income, bringing a greater offering of products to our customers. We also provide a home broker platform embedded in our app, offering real-time market data, analytical tools, and trading capabilities.
- **Investment funds:** Our distribution service offers access to a curated selection of around 170 investment funds managed by third parties, allowing investors to diversify across asset classes and management strategies in line with their investment objectives.
- **PagBank CDs:** A Certificate of Deposit is a financial product in which investors commit their funds for a fixed period and earn interest at a predetermined rate. It's a secure form of investment with fixed returns, ideal for risk-averse individuals. This type of investment is insured by *Fundo Garantidor de Crédito* (FGC), the Brazilian version of the Federal Deposit Insurance Corporation (FDIC).
- **Third-party fixed income:** At PagBank we act as an intermediary in the sale of third-party fixed income securities, such as corporate bonds, certificate of deposits, and asset-backed securities (ABS) offering clients a variety of options to earn regular income while diversifying their investment portfolio.
- **Treasury bonds:** These are government-issued securities that offer investors a fixed rate of return over a predetermined period. *Tesouro Direto* is a government program focused on bringing individuals to invest in a safe, government-backed security. They are considered low-risk investments and are often used to preserve capital and plan for long-term financial goals.
- **Research:** Our research service delivers in-depth market analysis, insights, and forecasts to inform clients' investment strategies and to identify opportunities in the ever-changing financial markets. All that through daily investors calls, and periodic reports.
- **Automatic savings:** Automatic Savings is a service initially designed to offer Payment Terminal (POS) customers a way to automate investing their daily/weekly/monthly revenue by converting these funds into deposit certificates. It has evolved to also work the same way with customer balances. Now, with a couple of clicks, customers can set frequency and amount to save and invest in an automatic fashion.
- **Money boxes:** An innovative service aiming to help customers save and invest in a frictionless way. With only a couple of clicks, our customers can set up how much money, and how often, they would like to save. Funds are converted into deposit certificates, thus paying interest. '*Investimentos por Objetivos*' as a feature of the "*Cofrinho*" investment function allows customers to save and invest in objectives defined by customers, like 'retirement' or a 'car down payment'. Funds can be withdrawn within one working day, making *Cofrinho* a safe and easy alternative for first-time investors and alike.

2.6.6. Marketplace

- **Cashback:** Cashback's main objective is to keep the customer engaged (using PagBank) and can also be used for cross selling. Currently, the customers chooses how they want to use the cashback: when recharging their mobile phone, when paying bills, on gift cards, on their account card or on PagBank POS.
- **Shopping PagBank:** Shopping PagBank is a marketplace with offers from more than 50 major brands. When purchasing through Shopping PagBank, the customer always receives part of the value back, being paid directly into the PagBank account.

2.6.7. Payments

- **Cross-border:** Our "PagSeguro Tecnologia" platform provides international merchants with local payment solutions for their consumers, having a great footprint in Latin America, Spain, Portugal, Greece, Romania and Turkey. Using online merchants, PagSeguro Tecnologia can provide their end-users with more than 140 local payment methods, leveraging best conversion rates and unlocking the market potential of cross-border-commerce. All that coverage can be accessed by a transparent payment application programming interface (API) or via branded checkout. The merchants can use our platform to perform payouts via PIX and directly to Pagbank accounts. This way, their end-users become eligible for receiving any amount. PagSeguro intermediates the transaction, which collects the cash from merchants and settles the amount for the payee in Brazil, into a bank account held by the end-user.
- **Online checkout:** Our web checkout options offer tokenization, advanced handling of shipping information, management of subscriptions and automatic billing, order tracking and split payments. PagSeguro offer two different levels of web checkout integration: "Redirect" and "Transparent," all of which are easy to set up and customize. With Redirect checkout, upon clicking on the payment option, the consumer is redirected away from the merchant's website to the PagSeguro secure domain, where the payment is processed. After payment, the consumer is redirected to the merchant's website. The Transparent checkout solution allows merchants to create a fully customized payment experience. Payment is processed under the merchant's domain while still benefiting from the features and functionalities of our ecosystem, such as anti-fraud and consumer data protection.
- **PIX:** Pix, for instant wire transfers and payments, both online via checkout and our PagBank app and through our POS systems.
- **P2P and social payment:** Our P2P and "social payment" allows merchants and consumers to transfer their balances between PagBank digital accounts free of charge. The P2P tools also allow our customers to request payments by sending a web link through e-mail, social network or messaging services such as WhatsApp to the person paying. Our customers can request payments even if they do not have a website, and the payer does not need to register with PagBank and may pay through a variety of options, including credit card, PIX, Boleto and pay in up to 12 installments.
- **POS:** "PagBank's wide range of affordable POS devices enable merchants to accept credit, pre-paid, debit and meal voucher on an in-person, chip and pin or NFC basis. PagBank's POS devices can be set up in less than five minutes. It is designed to be easy to use and have high levels of system availability, efficient back-up solutions and value-added functionalities. For a significant amount of our POS devices, we currently rely on one manufacturer to manufacture, test and assemble, although we are expanding our range of POS devices, which would be derived from different equipment providers. The Agreement for the Supply of Equipment, dated as of June 26, 2014, as amended from time to time, by and among PAX BR Comércio de Equipamentos de Informática Ltda., or PAX Brazil, Transire Fabricação de Componentes Eletrônicos Ltda., or Transire Brazil, and Net+Phone Telecomunicações Ltda, or Net+Phone, sets forth the types of POS devices to be sold by PAX Brazil, Transire Brazil and Tec Toy S.A., or Tectoy, to us and the standard terms and conditions governing this supply of POS devices. PAX Brazil, Transire Brazil and Tectoy together serve as our main supplier of POS devices. Consideration payable to PAX Brazil, Transire Brazil and Tectoy under this agreement is determined by the number of POS devices ordered by us. For more information, see "Item 3. Key Information—Risk Factors— Some of the key components of our POS devices are sourced from a limited number of suppliers. We are therefore at risk of shortage, price increases, changes, delay or discontinuation of key components, which could disrupt and harm our business". We offer a comprehensive suite of POS devices such as:
    - For micro-merchants and SMEs, we offer 2 devices: (i) mPOS Minizinha NFC connects, through Bluetooth, from PagBank apps to the acquirer's platform to accept payment, provides receipts via SMS and (ii) Minizinha Chip 3 is an additional POS device, with sim card communication and a larger screen;

- For businesses with greater needs, we offer three more sophisticated devices, (i) Moderninha Plus 2 provides consumer receipts via SMS and is focused on merchants that generate lower transaction volumes; while the (ii) Moderninha Pro, which provides consumer receipts via SMS or in paper form, is focused on merchants that generate higher transaction volumes. Moderninha Pro is the first single unit to offer GPRS/2G/3G (currently available 4G) chip connection, NFC, plug and play Wi-Fi and Bluetooth connections on the same device; (iii) Moderninha Smart is also a printer terminal, which has management features available such as product catalog and inventory management, in addition to allowing integration with third-party apps; and
- PagBank also offers a Smart POS device, the Moderninha X, which is an innovative and advanced POS device. Moderninha X was built for ease of use and is the most attractive for micro-merchants and small businesses, offers a full integration of hardware, our apps and a fast and secure payments network. By combining high-end functionalities such as Wi-Fi, Bluetooth and 4G connections, as well NFC and QR code acceptance. With no additional cost and new technologies in one single POS device.

- **QR code:** is a contactless transaction, it does not require contact between the buyer and the seller's POS device.
- **TEF:** launched in August 2017, is a solutions that integrate EFTPOS (electronic funds transfer at point of sale) technology with merchant software, secured via PIN pad. This service allows merchants to process of large transaction volumes and issue tax receipts more easily than with traditional POS devices.
- **PagTotem:** This self-service equipment has a 23-inch touch screen display, with ethernet connection, 2.4/5Ghz Wi-Fi bandwidths, and Bluetooth, ideal for use in stores, markets, and fast-food restaurants.
- **Tap On:** launched in September 2023, it is a solution that transforms the cell phone into a secure device for contactless transactions, which includes larger ticket transactions authenticated with PIN.

2.6.8. Software

- **PagVendas:** Our sales app PagVendas is a POS software app available for smartphones and tablets running iOS or Android that integrates seamlessly with our payment processing solution but can also be used on a stand-alone basis. By using this app, merchants are able to increase productivity and manage their sales and inventory, among other items. The tablet version of the app allows merchants using POS devices to improve their business operations by registering and itemizing their services and products, selling merchandise on customizable terms, tracking business data and allowing for faster in-app checkout.
- **ClubPag:** Our promotional engine is a marketing tool that allows merchants to advertise across our client base, available for POS devices, the merchant can expand his club by requesting the customer's cell phone in the first purchase to register, then can offer and encourage his customers at the time of transaction, in addition to automatically sending discount coupons via SMS and/or e-mail.
- **PlugPag:** Our wireless solution that connects the machine to the commercial automation system, via Bluetooth technology. PlugPag integration communicates the return of each sale, giving automation the possibility of processing and reconciling transactions. Integrated with Windows, Linux, Android or iOS.
- **Envio Fácil:** PagBank's logistics solution for online sales, the merchant can simulate, compare and choose the best price to send your products and save up on shipping. Sell via Payment Link, Checkout, PagVendas, through social networks, marketplaces, or own virtual store and deliver products with PagBank convenience and security, without additional costs, the merchant only pays for the shipping they use, without a contract, monthly fees and minimum quantity of shipments, in addition to several payment options.

2.6.9. **Partnership:** Through different partners, we offer several day-to-day services that our clients might need. For each of these partnerships we have a specific take rate in each transaction.

2.7. **Sales and marketing**

Our marketing strategy is designed to grow our platform by building and maintaining the recognition and trust of the PagBank brand, attracting new users and generating more frequent activity by our existing users. Our marketing initiatives aiming to recruit merchants to our ecosystem currently focus on our POS devices, web checkout solutions and other online payment solutions. We believe that introducing our digital payment solutions to merchants who are not yet our clients is the most efficient and cost effective strategy to sustain our growth among both merchants and consumers, creating a "network growth effect." The advantages of our digital payment solutions for merchants drive growth in their businesses, and the advantages of our digital payment solutions for consumers lead them to prefer merchants who offer these solutions, resulting in the acquisition of new clients through word-of-mouth recommendations by both merchants and consumers.

Our existing clients, many of whom use PagBank as an exclusive payment method, enable us to grow our merchant base rapidly and organically. Each time a consumer who has not yet registered with PagBank visits our website or pays a merchant using one of our online or in-app checkout solutions, the consumer is invited to open a free PagBank digital account to make his or her next purchase with PagBank easy and seamless.

We strive to position PagBank's products and services on top of mind and present them as a desirable, easy and secure means to accept and make payments in Brazil, while accompanying the consumer throughout the purchasing process, from general brand awareness through to actual purchase or account registration. As a digital company, and with the support of UOL's audience, we continue to build and maintain brand recognition and trust through a variety of marketing campaigns, including advertising through traditional media, such as television, magazines and newspapers, and online advertising such as display media, videos, search results, social media and influencer marketing, including:

- Traditional offline media: television advertisements and merchandising (broadcast and cable), radio, movie theaters, the printed press, festivals and events, and display media such as billboards, urban digital time and weather displays, and airport and bus station displays.
- Traditional online advertising: display media (including banners, rich media, interstitials, videos and native ads) on a variety of online platforms, such as premium websites, portals, video platforms such as YouTube, social media platforms such as Facebook, Instagram, Tik Tok, Kwai and X, mobile apps, e-mail marketing and affiliates programs.
- Search: we have expertise in positioning our products in preferential placements on search platforms displayed on desktops, tablets and smartphones, using specific initiatives such as paid search (Search Engine Marketing, or SEM, which includes bid management tools and keywords analysis) and natural or organic search (Search Engine Optimization, or SEO, which includes website optimization).

Our marketing department develops all these online and offline marketing strategies using single integrated concepts, so that our campaigns include key visual characteristics and consistent messages across all channels. In line with our growth strategy, most of our campaigns focus on micro-merchants and SMEs, with messages that highlight our easy, safe and hassle-free way of accepting payments, such as "a single online contract that allows you to accept more than 40 cash-in methods" and "free yourself from POS rental fees." We regularly compare our pricing to our competitors' and point out the advantages of our products and services as a complete solution for new or growing businesses. At the same time, we also advertise value-added products and services targeted at larger merchants and consumers from higher income sectors, including our business management tools and commercial automation solutions. We believe that our association with the UOL group brings experience and competitive advantages in designing, negotiating and purchasing advertising space, the strength of our brand, products and services has been recognized in a number of awards, including:

- Recognized as the 8th Most Innovative Company in Latin America by Fast Company in 2019 for helping Brazilian businesses manage their finances.
- Recognized for conducting the Initial Public Offering of the Year by LatinFinance and Deal of the Year in Latin America by IFR in 2018.
- Recognized for conducting the equity deal of the year by the Prêmio Golden Tombstone of the Instituto Brasileiro de Executivos de Finanças São Paulo in 2019.
- Recognized as having the most easily memorizable commercial in April 2017 and the commercial that attracted the most attention in 2018 by Forebrain, a consumer opinions research company.
- Named as one of the "Best Company for Consumers" for electronic payments in 2016, 2017, 2018, 2019, 2021, 2022 and 2023; for payments in 2019; for online payments in 2015 and 2023; for bank and digital cards in 2023 by *Época* magazine and *Reclame Aqui*, a consumer protection service.
- Recognized as the best company in its industry in terms of client service excellence by Consumidor Moderno Award in 2015.
- Recognized for leading performance in Brazilian retail by Prêmio BR Week in 2015 and 2016.
- Recognized for innovation in the payments industry by Prêmio Whow de Inovação in 2018 and 2020.
- Recognized as the most promising fintech by Best Corporates in the Capital Markets Awards in 2018 by LatinFinance.
- Recognized for its fair stand in the APAS Show (biggest fair directed to supermarket and grocery stores industry in Latin America) by *Prêmio Caio* in 2018.
- Recognized by WOB – Women on Board, a non-governmental organization linked to the United Nations, for having more than two women on its board of directors in 2020.
- Recognized as the most innovative company in Brazil in the payments industry by *Consumidor Moderno* Award in 2020.
- Recognized as one of the 1000 largest companies in 2020 by the Valor Econômico newspaper.
- Recognized as one of the 500 largest companies by the Exame magazine Melhores & Maiores Award in 2019.
- Recognized as the most Innovative Electronic Payment Company in Brazil by GBO Awards in 2020.
- Recognized as one of the most Valuable Brazilian Brands in 2020, 2021and 2022/2023 by Interbrand.
- Recognized as one of the World's Best Banks in 2021, 2022 and 2023 by Forbes.
- Recognized as the best in Acquisition category and the 4th in the Fintech category in Brazil in 2021; as one of the top 10 companies in Digital Bank category and superapp category in 2023 by iBest.
- Recognized as the 3rd in the Bank category of companies that provided the best service to society throughout 2021 by Brazilian newspaper *Estadão*.
- Recognized as the 3rd best bank that provided the best services for society throughout 2021 by *Estadão*.

- Recognized as the best POS by *Folha* Top of Mind 2022 and 2023 (*Folha de S.Paulo*).
- Recognized as one of the best companies in customer satisfaction in the Digital Banks category by MESC Institute in 2021.
- Recognized as one of Worlds most trustworthy companies by Newsweek in 2023.
- Recognized as one of the World's Best Fintech Companies 2023 by CNBC (NCB Universal)
- Recognized as one of the most presents apps in the homescreen of Brazilians cellphone in 2023 by Mobile Time;
- Recognized as one of the 50 most valuable brands of Brazil in 2023 by *Isto É Dinheiro*;
- Recognized as one of the most valuable brand on the Brazilian market in 2023 by Brand Finance;
- Recognized as the best PJ account in Brazil by *iDinheiro* in 2023.

Further supporting the strength of our brand, PagBank has already shown strong results in brand recognition. Since April 2021, according to Google Trends, the number of internet searches for "PagBank" has been higher than the number of internet searches for "PagSeguro account". In addition, our PagBank app had 5.9 million downloads in the fourth quarter of 2023. Further evidencing the strength of our brand, according to an internal survey conducted by us, 86% of our users would hire products and services offered by PagBank. In addition, as of March 14, 2024, our PagBank app was rated an average of 4.9 stars by 1.3 million reviewers in Apple's Brazilian app store and 4.8 stars by 2 million reviewers in Google Play. These rankings compare favorably to those of our main competitors' apps, which as of the same date were rated between 4.2 to 4.9 stars in Apple's Brazilian app store and 3.5 and 4.8 stars in Google Play.

We use our proprietary tools and market measurement systems developed by third parties, such as Oracle and Google, to deepen our knowledge about consumer behavior and, consequently, optimize our marketing efforts and expenditures by customizing our sales messages to make it easier for users to understand, find and buy our products and services. Our marketing strategy is customized and we manage our desktop sites, mobile websites and mobile applications differently, each optimized for the screens they fit and the way our customers use them. In addition to our online and offline advertising efforts described above, we developed a broad range of marketing and sales channels to access potential clients, including:

- Our own sales team, mainly focused on offering our POS devices and online products and solutions to larger clients, as well as on providing ongoing support to those clients;
- Partner companies that distribute PagBank devices and solutions to their customer base (mostly point of sale solutions' companies);
- Third-parties hired as independent sale organizations to distribute our POS devices across Brazil;
- Online store platforms and web development companies, which integrate PagBank as an exclusive or preferred payment method to their clients; and
- Third-party call center service provider hired to answer calls, e-mails and chat inquiries from our clients and prospects, and to offer our devices and solutions.

2.8. Customer service

We believe in excellence in customer service and we continually invest in our merchant and consumer relationships by providing continuous customer service, account support and innovative solutions. By helping our clients navigate our applications and answering their questions quickly, we have been able to grow rapidly and to build trust with our clients, which has increased their loyalty and enhanced our reputation. We provide our customers with an array of digital self-service features including real-time online chat, chatbots, customer service e-mail and a customer service hotline. We maintain service quality by placing emphasis on careful selection of our customer service personnel and regular monitoring of employee performance. Our employees are trained to have in-depth product and service knowledge, professional service attitudes and communication skills to best address customer needs and inquiries.

2.9. Product development and technology

We develop most of the software technology used by our digital payments and banking platform in-house, although we also outsource certain projects to outside developers in order to expedite the delivery of software and keep our time-to-market advantage. Through this combination of technology, developed both in-house and by outsourced developers, we have developed a stable, reliable, proprietary and highly scalable platform with intuitive user interfaces, management tools, transaction processing, APIs, and database and network applications that help our customers utilize our suite of products and services, while keeping their financial information confidential.

Our payments platform allows consumers to make purchases using a broad range of payment methods, regardless of where a merchant is located. For purchases made outside Brazil, we collaborate with local payment service providers. Our banking platform offers a large number of options for making transfers, paying bills, refilling prepaid phones and other wallets. It also includes a complete set of cards, including a cash card, a prepaid card and a credit card.

We manage large volumes of system access data and transactions, with more than 99.8% availability in 2023, using internet data centers provided by Scala Data Centers and outsourcing multi-cloud computing and other managed IT services provided by Compass and Edge, both are UOL group companies. Scala Data Centers, Compass and Edge provide these services to UOL, PagBank and several other large clients. Our transactions per second monthly peak increased from 79 in June 2016 to 639 in December 2023, and our average monthly deployments increased by a multiple of 20.2 from 597 average monthly deployments in 2017 to 13,000 average monthly deployments in 2023. With our hybrid infrastructure, combining local data centers and multi-cloud computing, we are able to scale up our services while retaining high availability for peak – volume occasions such as Christmas, Mother's Day and Black Friday. This high-availability and continuously deployed platform ensures that all of our clients are able to operate with the latest features and the newest innovations without needing to patch or upgrade their software. Our scale as a UOL group company allows us to establish favorable partnerships with several suppliers, including software developers and hardware manufacturers.

Technology and innovation are in the DNA of the UOL group and are at the core of our business success, with products and engineering personnel representing 44.31% of the total headcount of PagSeguro as at December 31, 2023. With our specialized team of 3,716 people focused on developing reliable, scalable and proprietary systems and new products and features, we regularly roll out innovative and disruptive solutions that are tailored to the Brazilian market. Our expenditure on software and technology (including salaries) amounted to R$983.0 million in the year ended December 31, 2023, R$979.7 million in the year ended December 31, 2022 and R$697.5 million in the year ended December 31, 2021.

We strive to offer new features and formats to improve our users' experience on our platform. This process starts by listening to suggestions from our clients. We hold focus group meetings and conduct surveys periodically with regular and highly active customers to obtain feedback regarding our products and services, as well as suggestions and ideas for new features. We test all new products and features rigorously in-house and with pilot groups of merchants before rolling them out. Once our internal team has ensured they are working properly, we typically roll them out first to a select group of customers on a trial basis, listening to feedback and suggestions and enhancing the final details of the product or feature before rolling out to all customers. We frequently update our software products and follow a regular software release schedule with improvements deployed periodically, ensuring our merchants get immediate access to the latest features. Managing our platform's software architecture and hardware is as important as offering new products and features. We focus on optimizing our processes and equipment to help ensure that our systems are capable of handling our rapid growth in an efficient and cost-effective way.

Our technology infrastructure simplifies the storage and processing of large amounts of data, automates many administrative tasks, and enables us to deploy and operate products and services on a wide scale. Our technology infrastructure is designed to reduce downtime in the event of system outages or catastrophic events, with continuity features, system redundancy and protection against cybersecurity threats. For further information on the measures we take to protect against cybersecurity threats, see "Protecting Our Clients." We strive to improve our technology infrastructure and platform continuously in order to enhance the customer experience and to increase security, efficiency and scalability.

PagSeguro's research and development activities are based on years of experience in solid agile practices. These activities are distributed among small teams, known as squads, which work in parallel on complex projects. In addition to our information technology professionals, the squads consist of people from different disciplines, including our products department, domain-specific business areas, information security department and customer relationship management team, among others. The exact composition of each squad is different and appropriate for each context. People on the squads apply methods like Scrum and Kanban to manage their daily activities. In order to have a global view of our projects, we use a portfolio management system which utilizes dashboards containing the scope of each development cycle, the backlog and what has been deployed thus far. Our experimentation and decisions are guided by lean practices that are heavily based on factual, data-driven information and hypothesis validation, helping us optimize our prioritization. For hypothesis tests, we heavily use practices like AB tests (testing a hypothesis involving two variants), data analysis and inferences. Our squads are encouraged to have an open mind and engage in frank communications, while maintaining responsibility and an appropriate level of autonomy.

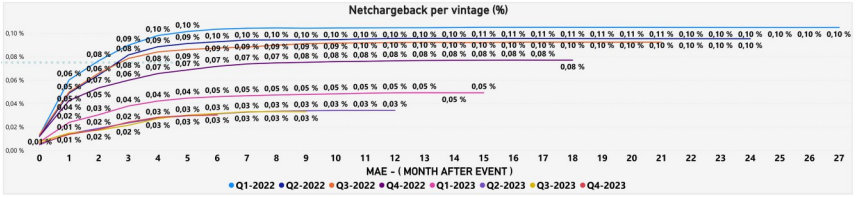
Our efficiencies of scale, relentless cost discipline, and ongoing improvements to systems and processes. As our scale has expanded, our expenses have decreased when compared to our Total revenue and income: for example, in the year ended December 31, 2023, our Total expenses decreased to 87.4% of our Total revenue and income from 88.5% in the year ended December 31, 2022, while Revenue from transaction activities and other services and Financial income, taken together, decreased to 98.3% of our Total revenue and income from 98.9% in the year ended December 31, 2022. In the year ended December 31, 2023, our non-GAAP Total expenses totaled 86.3% of our non-GAAP Total revenue and income, compared to 87.6% in the year ended December 31, 2022. For a reconciliation of our non-GAAP financial measures to the most closely related GAAP financial measures, see "Item 3. Key Information—Non-GAAP Financial Measures—Reconciliation of Non-GAAP Financial Measures." By maintaining our spirit of innovation combined with our focus on reducing costs, we intend to continue to drive costs down to achieve further profitable growth. We anticipate that we will continue to devote considerable resources to research and development in the future as we add new features and functionality to our products and services to strengthen and extend our digital banking solutions. Our market is characterized by rapidly changing and disruptive technologies, as well as evolving industry and regulatory standards, and we seek to remain in the front line of these changes. We believe our ability to adapt to rapidly changing technologies, products and services in an evolving industry is the cornerstone of our future success. For further information on the technological challenges in our industry, see "Item 3. Key Information—Risk Factors—Risks Relating to our Business and Industry—Increasingly intense competition may harm our business."

2.10. Protecting our clients

Trust and security are essential to success in the digital payments market. Fraud is a constant threat, involving items such as account takeover, identity theft and malicious counterparty activities. The ability to protect our clients from financial loss and data theft has been key to our competing successfully and growing our business sustainably, and we believe security will continue to be a major competitive factor in the future. We invest in providing comprehensive protection for our clients on our ecosystem, focusing on three main areas: transaction security; platform security; and customer service. Our investments in this area have been recognized by our customers and the industry. For example, we were recognized as the "Best Company for Consumers" for electronic payments in 2016, 2017, 2018, 2019, 2021, 2022 and 2023; for online payments in 2015 and 2023; for bank and digital cards in 2023 by Época magazine and Reclame Aqui, a consumer protection service. In 2022, we were recognized as the second best company for electronic payments by Reclame Aqui. In 2022 and 2023, we were recognized as the best POS by Folha Top of Mind, and we ranked as one of the "World's Best Banks" ranking in Brazil published by Forbes.

- **Transaction security**

  We have focused and is part of our culture since our launch on ensuring the security of payment transactions carried out on our ecosystem. We believe we have been a pioneer in developing technology and expertise against online fraud and chargebacks related to fraudulent transactions in Brazil, supported by the reputation of the PagSeguro and UOL brands. Our transaction approval rate decreased slightly in 2023 compared to 2022, from 79% to 78%. Our net chargeback rates for transactions in 2022 averaged 0.10%, representing a decrease of 20% from 0.12% in 2021. Our net chargeback rates for transactions in 2023 averaged 0.04%, representing a decrease of 63% from 0.10% in 2022. We achieve transaction security through a combination of anti-fraud technology, the design of our platform, and protection programs for our clients.



As is the case with any digital transaction, those that take place on our digital platform are susceptible to potentially fraudulent or improper sales. We use two main processes to control this fraud risk. The first process consists of monitoring credit card, debit card and boleto transactions on a real time basis, through systems that identify potential fraud. This process approves or rejects suspicious transactions at the time of the authorization, based on statistical models that are revised on an ongoing basis. The second process, which occurs after approval of the transaction, consists of a reconciliation process in which PagSeguro Brazil follows up on all chargebacks with the card issuers and, where appropriate, opens a claim process to seek reversal of the chargeback. This is a complementary process and increases our ability to avoid and manage chargebacks.

Our antifraud platform combines proprietary features, such as internal risk modeling and scoring through artificial intelligence and risk assessment tools that collect public and private market information, combined by advanced fraud combat tools such as biometric engine with facial recognition with liveliness detection features, as well as front-line third party solutions such as Feedzai, Emailage, Serasa Experian and Threatmetrics. For more information, see "Our Products and Services—The Free PagBank Digital Account—The PagSeguro Ecosystem—Advanced Built-In Functionalities and Value-Added Services and Features—Antifraud Platform."

The design of our platform also assists in preserving data confidentiality. Consumers can make payments through PagSeguro without sharing sensitive financial information such as credit card or debit card details with the merchant. Transactions on PagSeguro are tokenized and payment authorization credentials are kept separated from account holder's information, helping us to better detect and prevent fraud when funds enter, flow through and exit our ecosystem. In addition, the ability to make and accept digital payments increases personal security in in-person transactions by reducing the need for both consumers and merchants to carry cash.

Our protection programs guard our clients from loss through fraud and counterparty non-performance. We believe the history and critical mass of our consumer database allows us to provide quicker and more reliable transaction approval when compared with smaller or more recently established digital payments providers in Brazil. Our protection programs, which apply to online purchase transactions completed through our ecosystem, aim to reassure consumers the confidence that they will only be required to pay if they receive the product in the condition as described, and merchants the confidence that they will receive payment for the product that they are delivering to the customer.

Our merchant program protects against losses for chargebacks related to fraudulent transactions and similar claims on substantially all of our online transactions. A chargeback situation may also occur if the card used was unauthorized or if there is a non-fraudulent cardholder claim. If a chargeback claim is valid, the card issuer sends the transaction back to the merchant and charges the merchant the amount of the questioned sale. If the merchant cannot remedy the chargeback, it is the merchant's loss. If there are not sufficient funds in the merchant's account, the chargeback amount is charged to the acquirer.

For consumers, we provide protection against losses under which they can submit a claim if there is a problem with a purchase. The consumer can file a claim through our PagSeguro website, in which case the consumer and the merchant can seek to resolve the claim together. If they cannot resolve the claim within seven days after the claim is filed, the consumer has up to 20 days after filing the claim to request our assistance, in which case we act as mediator to help resolve the issue with the merchant. If a consumer does not request mediation within 20 days after filing a claim, the claim will be resolved in favor of the merchant.

- **Platform security**

The architecture of our proprietary end-to-end payments platform coupled with third-party front-line solutions are key to our ability to provide consumers and merchants with continuity and security in their transactions. Through our numerous cash-in and cash-out options we are able to collect data from our clients, which allows us to save important information on customers for purposes of the approval of future transactions. The multiple layers of protection included in our platform help ensure continuity as well as addressing the cybersecurity risks discussed in "—Transaction Security" above.

We have developed intuitive user interfaces, customer tools and transaction processing and database and network applications that help our users complete transactions reliably and securely, both on our platform and on merchant sites integrated with PagSeguro. Our technology infrastructure simplifies the storage and processing of large amounts of data, facilitates the deployment and operation of large-scale global products and services, and automates administrative tasks. This technology infrastructure has been designed around industry-standard architectures to reduce downtime in the event of outages or catastrophic occurrences. We periodically conduct risk assessments on our business processes and critical assets, identifying the need for the adoption and improvement of our continuity and contingency plans, as well as following an extensive testing program on our business continuity and disaster recovery plans. In addition, we regularly adapt our environment monitoring activities to reduce the time to identify and respond to cyberattacks and improving the resilience of the environment whenever necessary. We work hard to improve our technology infrastructure continuously in order to enhance customer experience and increase efficiency, scalability and security. We also make use of well-known security protocols and solutions to secure user data, including, among others: EV-SSL certificate (extended validation), multiple data encryption techniques, intrusion detection (IPS/IDS), application firewalls (WAF), Anti-Distributed Denial-of-Service (Anti-DDos), Data Loss Prevention (DLP), 2-factor authentication and encrypted communications. We also hold the following certifications: PIN security; MasterCard and Visa merchant acquiring host; MasterCard terminal integration process, or M-TIP; Visa acquirer device validation toolkit, or ADVT; MasterCard end-to-end demonstration services, or ETED; PCI Data Security Standard, or PCI-DSS; and Europay, MasterCard, and Visa, or EMV, Levels 1 and 2. Our data centers are also certified under the International Organization of Securitization, or ISO, standards 9001, 20000 and 27001. We also perform security penetration tests on a regular basis and apply top-most security solutions for code and application scanning (SAST/DAST). We maintain a private "Bug Bounty" program for identifying bugs and security vulnerabilities in our systems and applications exposed on the Internet. For information on new data protection regulations, see "Item 3A. Key Information—Risk Factors—Risks Relating to Our Business and Industry—Our business is subject to cyberattacks and security and privacy breaches."

Our platform's architecture enables us to connect all parties regardless of whether the transaction is occurring at a traditional physical location (such as inside a store), a non-traditional physical location (such as in a park), or online, and whether through a mobile or fixed-line device. We believe that mobile devices, in addition to being the future of e-commerce, create opportunities to make digital payments safer. For example, we are able to use location data from mobile devices to reduce risk for our clients.

- **2021 MOIP cybersecurity incident**

  Following our acquisition of our subsidiary MOIP in October 2020, which represented less than 3% of our consolidated assets as of December 31, 2021 and less than 2% and 1% of our consolidated revenue and net income, respectively, for the year ended December 31, 2021 and was shut down in December 23, 2023 with its functionalities transfered to PagBank's online platform, we discovered that MOIP was involved in a cyberattack between September 25 and September 29, 2021. The hackers demanded that specified payments be made to prevent the public disclosure or sale of the targeted data that was compromised in the incident, which included personal profile information of MOIP customers. At the time of the incident, MOIP had a distinct and separate IT server and operating environment from the rest of our IT platform and systems, and therefore none of our databases, customer information or systems were subject or comprised, or formed part of the compromised data, beyond those independently within the MOIP IT environment. We promptly followed the requirements of applicable Brazilian law, including the filing of a formal report to the ANPD and the Central Bank on October 7, 2021. After completion of the assessment, without financial impacts, we provided further information regarding the incident to the ANPD on January 5, 2022 through a complementary form. On March 11, 2022, the ANPD requested that MOIP provide more information regarding the incident, specifically requesting a technical report detailing its scope and the measures taken by MOIP after the incident, as well as the communications MOIP sent or intended to send to its customers. MOIP provided a response to ANPD on April 8, 2022. Since then, we have not received any new requests about this incident from ANPD. On February 9, 2024 ANPD decided to archive the report, with no additional measures or information being required regarding the incident. During the review of the incident, we have not identified evidence of unauthorized access to sensitive information, such as passwords or credit card details. The cyberattack has not had a material adverse impact on our business, financial condition or customers, and our IT systems. The security and fraud prevention teams continued to monitor the incident throughout 2023, and we did not observe any relevant impact on our business. As a result of a business decision, MOIP's operations and IT environment were deactivated, and all existing features and resources were migrated to PagSeguro's IT server and operating environment. For more information about related risks, see "Item 3A. Key Information—Risk Factors—Risks Relating to Our Business and Industry—Our business is subject to cyberattacks and security and privacy breaches."

2.11. Environmental, social and corporate governance (ESG)

Throughout its existence, PagSeguro Digital has fulfilled its mission to transform and democratize access to financial and payment solutions in Brazil by providing a simple, safe, affordable and accessible digital ecosystem to merchants and consumers. Today, the company has one purpose: to make the financial lives of people and businesses easier. Currently, millions of micro and small entrepreneurs (previously unbanked) and consumers use and benefit from our services. We offer our services in a simple, digital, mobile-first and cost-effective manner.

Our commitment to Environmental, Social and Governance (ESG) principles came from our engagement with both merchants and customers and is grounded in continuous innovation and the pursuit of shared value with our stakeholders. Over the years, we have made a significant positive impact on society, benefiting millions of people.

We believe that by combining creativity and technology, we can promote more sustainable and diverse businesses and help reduce Brazil's vast social inequities.

We are dedicated to advancing financial inclusion and education as a fundamental pillar of our business. We recognize the importance of ensuring that underserved groups have equitable access to essential financial services and opportunities through a comprehensive approach rooted in innovation, empathy, and collaboration.

We continually innovate and expand the financial services we offer based on market research and client feedback. Some of our delivery methods are tailored to the specific needs and preferences of underserved groups. Beyond financial services, we offer educational and non-financial support to promote the overall well-being of these communities.

To ensure responsible lending, we establish robust procedures and develop our products to prevent over-indebtedness. Additionally, we have implemented accessible complaint mechanisms for financial inclusion clients, prioritizing transparency and accountability.

Our staff are trained to provide respectful treatment and avoid aggressive sales techniques, upholding our commitment to ethical practices. We actively engage with external parties to expand the reach of our inclusive finance.

Lastly, we established a dedicated committee (an ESG committee) which oversees financial inclusion and maintains a dedicated oversight at all levels to ensure that our commitment to financial inclusion remains central to our operations and decision-making processes.

In 2023, we released our third Sustainability Report and disclosed for the second time our climate change report on the Carbon Disclosure Project, or CDP and GHG Protocol Program based on our verified GHG inventories. We also became a carbon-neutral company by offsetting 100% of our Scope 1, Scope 2 and Scope 3 emissions for the years 2019, 2020, 2021, and 2022, by purchasing carbon credits from forestry (REED+) and biogas projects. In connection with financial inclusion, which we consider our natural calling, 55% of new merchants did not accept cards before PagSeguro Digital Ltd. and 19% of new clients opened their first bank account in 2022 with PagSeguro Digital Ltd. With respect to human capital, we launched PagTalents, our internship program, with 50% of the positions being allocated to young and socio-economically vulnerable individuals, providing exclusive access to courses and trainings, and at the same time fostering the education for vulnerable communities and gender equality through our tech education programs, such as #ElasTech, Vai na Web and GI0 Tech and many Financial Education initiatives. Also in 2023, our ESG Committee kept meeting on a regular and quarterly basis with the participation of our main executive officers and board members, aiming to organize the ESG agenda and set up plans to provide improvement and transparency.

PagSeguro Digital Ltd has also received several recognitions and awards, and has entered into certain associations, which include:

- A ESG Risk Rating of 18.7 (Low Risk) and a low ESG Risk Exposure classification from Morningstar Sustainalytics, considering the company to be at low risk of material financial impacts driven by ESG factors. Morningstar Sustainalytics is a high-quality, analytical ESG research, ratings and data provider to institutional investors and companies;
- A signatory of the United Nations Global Compact, the largest voluntary corporate sustainability initiative in the world;
- A signatory of the WEPs – Women's Empowerment Principles, a set of principles that provide guidance to companies on how to promote gender equality and the empowerment of women in the labor market and in the community. Established by the UN Global Compact and UN Women;
- Recognition and possess the Women on Board seal, an independent, non-profit initiative that recognizes companies that have at least two women on their board of directors. Currently, women comprise 50% of the composition of our board of directors;
- The Gold Award for the years of 2022, 2021 and 2020 for the climate disclosure on the Brazil GHG Protocol Program; and
- Score B (Management Level) on the second climate disclosure on CDP.
- Cyber Risk Score of 828 (Low Risk) on the ISS ESG Corporate Rating.
- Currently, millions of micro and small entrepreneurs (previously unbanked) and consumers use and benefit from our services. We offer our services in a simple, digital, mobile-first and cost-effective manner.

Additionally, we voluntary report and disclose ESG information in accordance with market guidance issued by the CVM. Below, we present the ESG disclosure checklist questionnaire issued by the CVM which lists certain disclosure standards expected in Brazil and for each item we indicate our responses on whether we report such information to the market:

With respect to environmental, social and corporate governance (ESG) information, state:

a. whether the issuer discloses ESG information in an annual report or other specific document for this purpose.
Our response: Yes.

b. the methodology or standard followed in the preparation of this report or document
Our response: Global Reporting Initiative (GRI) standards - GRI Standards 2021; Sustainability Accounting Standards Board (SASB).

c. whether this report or document is audited or reviewed by an independent entity, identifying that entity, if applicable
Our response: Yes. The information contained on the Sustainability Report has been assured by PricewaterhouseCoopers (PwC).

d. the Internet pages on which this information can be found.
Our response: The information on the Sustainability Report can be found on the Investor Relations website: https://investors.pagbank.com/esg/

e. whether the report or document prepared takes into account the disclosure of a materiality matrix and ESG KPIs (key performance indicators), and any material indicators for the issuer
Our response: Yes. The Sustainability Report was prepared considering the disclosure of a materiality matrix and ESG KPIs, which encompasses the main topics that guide the PagSeguro Digital Ltd operations.

f. whether the report or document takes into account the Sustainable Development Goals (SDGs) established by the United Nations and any material SDGs for the issuer's business.
Our response: Yes. Based on the analysis of the material topics identified in the materiality matrix, PagSeguro Digital Ltd verified that they are in line with the Sustainable Development Goals (SDGs), defined by the UN Member States in 2015.

g. whether the report or document takes into account the recommendations of the Task Force on Climate related Financial Disclosures (TCFD) or financial disclosure recommendations of other recognized entities related to climate issues
Our response: Yes. In the Sustainability Report, PagSeguro Digital Ltd included a specific section covering the implementation of TCFD (Task Force on Climate Related Financial Disclosures) recommendations.

h. whether the issuer carries out inventories of greenhouse gas (GHG) emissions, indicating, if applicable, the scope of inventoried emissions and the internet page where additional information can be found
Our response: Yes. In terms of the environment and climate change management, PagSeguro Digital Ltd. conducted and verified by third-party its first Inventories of Greenhouse Gas Emissions, considering the periods of 2019, 2020, 2021 and 2022. The Greenhouse Gases Inventory can be found on:

- The Investor Relations website and on the Sustainability Report (https://investors.pagbank.com/esg/)
- CDP Climate Change Questionnaire (https://www.cdp.net/en/responses?queries%5Bname%5D=pagseguro)
- Public Registry platform of the Brazil GHG Protocol Program (https://registropublicodeemissoes.fgv.br/participantes/4244)

2.12. Regulation of the payments industry in Brazil

Our activities in Brazil are subject to Brazilian laws and regulations relating to the payments industry. Law No. 12,865/2013, which took effect on October 9, 2013, sets forth the first set of rules regulating the payments industry within the overall Brazilian Payment System (*Sistema de Pagamentos Brasileiro*), or SPB. This law created the concepts of payment schemes (*arranjos de pagamento*), payment scheme owners (*instituidores de arranjos de pagamento*) and payment institutions (*instituições de pagamento*).

Law No. 12,865/2013 also gave the Central Bank and the CMN powers to regulate entities involved in the payments industry, including those operating in digital environments. These powers cover matters such as the incorporation and operation of these entities, risk management, the opening and managing of payment accounts, the transfer of funds to and from payment accounts, as well as the rendering of acquiring services, among others. After enactment of Law No. 12,865/2013, the CMN and the Central Bank created a regulatory framework regulating the operation of payment schemes and payment institutions. Currently, the main rules of this framework consist of CMN Resolution No. 4,282/13, Central Bank Resolutions Nos. 80/21, 81/2021, 96/2021, 150/2021, 264/2022, 237/2022 and Circular No. 3,978/2020, among others.

Circular Nos. 3,885/2018, 3,886/2018 and 3,887/2018, all issued on March 26, 2018, introduced several changes relevant to payment schemes and payment institutions. Such measures included, among others: (i) the introduction of a formal definition of sub-acquirers and determination of conditions that require sub-acquirers to use centralized settlement via the Brazilian Interbank Payments Clearinghouse (CIP) system; and (ii) a cap on interchange fees in debit cards and maximum average interchange fee on total debit transaction volume. Circulars Nos. 3,885/2018 and 3,886/2018 have been replaced by Central Bank Resolutions Nos. 80/2021 and 150/2021, respectively, as further detailed in this section.

The rules applicable to interchange fees provided by Circular No. 3,887/2018 have also been subject to modification by the Central Bank by means of Resolution No. 246/2022, which, in addition to the limits applicable to the interchange fee, also regulated the settlement deadlines applicable for debit and pre-paid cards. Previously, prepaid card issuers such as PagSeguro were not subject to any interchange fees, while debit card issuers were subject to an interchange fee at a maximum rate of 0.5%. The new rule maintains the maximum rate of 0.5% applicable to debit card issuers and introduces a maximum interchange rate of 0.7% applicable to prepaid card issuers. It also determines that debit and pre-paid card transactions abide by the same settlement deadlines (deadline to making funds available to merchants). Resolution No. 246/2022 became effective on April 1, 2023

On April 8, 2021, the Central Bank published Resolution No. 85/2021, which provides for the cybersecurity policy and requirements that payment institutions authorized to operate by the Central Bank must follow for contracting data processing and storage services as well as cloud based computing services. In addition to implementing such policy and requirements, the obligated payment institutions must also establish a plan of action and incident response. Payment institutions had until December 31, 2021 to be fully compliant with the cybersecurity rules provided by Resolution No. 85/2021 (to which we have successfully adhered within the regulatory deadline). The cybersecurity policy and requirements set forth in Resolution No. 85/2021 are in line with the requirements established by CMN Resolution No. 4,893, published on February 26, 2021, applicable to financial institutions and other entities authorized to operate by the Central Bank.

Payment institutions must also establish an ombudsman's office, to be responsible for ensuring the compliance to the rules and regulations regarding consumer's rights and to act as a communication channel between the payment institution and the users of their products and services, including as a mediator in conflicts. Pursuant to Resolution BCB No. 28, of January 28, 2020 (ombudsman regulation applicable specifically to payment institutions), the ombudsman is the last resource for unsolved issues by primary instances, such as any customer assistance channels available, and is also responsible for answering other demands forwarded by the Central Bank and other public institutions. Payment institutions must make the ombudsman's office known to public, by the same means used to offer their products and services and must give full disclosure of the purpose of the ombudsman's office and how it can be of service. Accessibility to the ombudsman's office must be quick and user-friendly and customers and users should be able to contact it through a toll-free number.

Other important additional changes to the regulatory regime of the industry had been promoted by Circular No. 3,925/2018: (i) open-loop payment scheme owners (such as Visa and Mastercard), directly or by means of the acquirers, were permitted to impose to sub-acquirers with whom they have a relationship disclosure and monitoring obligations as to their compliance with relevant rules and payment scheme own regulations; (ii) sub-acquirers that also offer pre-paid payment accounts may act as home institutions under a payment scheme; and (iii) interoperability between open-loop and closed loop payment schemes was expressly permitted. Such changes remain applicable under Resolution 150/21, which revoked Circular 3,925/2018 and consolidated several rules regarding payment schemes. For more information, see "Payment Schemes" below.

- **PIX**

Innovative regulatory changes have been implemented by the Central Bank over the past years, resulting in modifications to the regulatory framework of the Brazilian payments and financial industries. In February 2020, the Central Bank announced its 24/7 instant payments platform, which operates under the name "Pix". It was launched in November 2020 as a new instant payments scheme operated by the Central Bank, which, by promoting the digitalization of payments, is intended to foster competition, reduce social costs associated with paper-based instruments and provide a better payment experience for Brazilians. Pix is based on a centralized and sole settlement infrastructure operated and maintained by the Central Bank, the Instant Payments System (SPI), and in a Transactional Account Identifier Directory (DICT), where all final users' information and corresponding accounts are stored.

Currently, the main rules governing Pix consists of Central Bank Resolution No. 1/2020, which introduced the Pix payment scheme and approved its regulation, and Central Bank Resolution No. 195/2022, which governs the Instant Payments System (SPI). Participation in Pix is mandatory for financial institutions and payment institutions with more than 500 thousand active customer accounts, considering deposit accounts, savings accounts and prepaid payment accounts.

On September 23, 2021, the Central Bank issued Resolution No. 142/2021, introducing security measures to be adopted by institutions under its regulation and supervision to prevent frauds in the provision of payment services, applicable to all electronic payment methods.

Among the obligations established by Central Bank Resolution No. 142/2021, financial and payment institutions are required to limit the provision of payment services during the nightly period to a maximum amount per deposit or prepaid payment account, as applicable. This limit may be increased at client's request, upon formalization in the relevant electronic service channels, but the institution must establish a minimum period of 24 hours for the increase to take effect. Central Bank Resolution No. 142/2021 required payment service providers to implement the new transaction limit by October 4, 2021.

Pursuant to Resolution No. 142/2021, financial and payment institutions must also implement:

- Procedures aimed at evaluating the customer prior to offering same-day early payment of receivables; and
- Daily registration of fraud or attempted fraud occurrences, including the corrective measures adopted by the institution. Based on these records, the institutions must prepare a monthly report consolidating the occurrences and the preventive and corrective measures adopted. This report must be forwarded to the institution's audit and risk committees, internal audit unit, executive board and board of directors, as applicable.

Furthermore, on September 28, 2021, the Central Bank issued Resolution No. 147/2021, which, in addition to detailing, within the scope of Pix, the measures established by Resolution No. 142/2021, also set forth security mechanisms specific to Pix transactions, including the obligation of the receiving institution to perform fraud assessment of Pix transactions and precautionary blocking of funds. If necessary, in case of sufficient indications of fraud or because of operational failure in the systems of one of the participant institutions, the relevant funds may be reversed to the payer by means of the "Special Return Mechanism". The Special Return Mechanism was implemented by the Central Bank by means of Resolution No. 3/2021, which entered into effect on November 1, 2021.

In addition to the traditional functionalities of Pix (i.e., transferring funds between individuals and/or legal entities), the Central Bank has been developing new tools to be integrated with Pix, enabling new possibilities to use Pix in different contexts. These new functionalities are aligned with the Central Bank's goals to (i) promote competitiveness and innovation in the means of payment segment; (ii) foster financial inclusion; (iii) reduce costs related to means of payment; and (iv) improve the user experience, which should be simple and secure. The following features have already been developed by the Central Bank:

- Pix Collection (*Pix Cobrança*): Pix Collection is the possibility for a receiving user to manage and receive collections related to:
  - immediate payments, meaning those related to business models in which payment must be made at the same time of the collection, such as physical points of sale and e-commerce;
  - payments with maturity date, meaning those related to business models in which the payment can be made at a future date, with the possibility of covering interest, fines, other additions, discounts and other rebates; and

- payments related to the facilitation of cash withdrawal service, meaning those related to the receipt of Pix transactions for cash withdrawal or change purposes, as requested by the withdrawing person, to enable the availability of funds to the paying user under Pix Withdrawal and Pix Change products.

- *Pix Withdrawal and Pix Change (Pix Saque and Pix Troco)*: Pix Withdrawal consists of a transaction in which a payer user, holding a transactional account in any Pix participant, issues a Pix for the purpose of making a withdrawal from their transactional account to the transactional account of a withdrawal service facilitator or withdrawal agent, receiving funds in paper money in an amount corresponding to the payment made. Pix Change consists of a transaction in which a payer user, holding a transactional account at any Pix participant, upon making a purchase at a withdrawal agent which is a merchant or a corresponding withdrawal facilitator service, issues a Pix from their transactional account to the transactional account of the withdrawal agent, for the purpose of receiving funds in paper money in an amount corresponding to the difference between the Pix for the purpose of change and the purchase amount.
- Scheduled Pix (*Pix Agendado*): Scheduled Pix consists of the possibility of a payer user to schedule a Pix on a certain future date. The request for a Scheduled Pix should be retained in the internal systems of the transactional account provider participant, not affecting the transactional account balances of the payer user, until the time of actual Pix initiation. In case of lack of sufficient funds in the payer user's account on the scheduled date for Pix, the initiation of the transaction is not authorized.

- **Open finance**

Also aiming promoting competition, in May 2020 the Central Bank issued baseline regulations for open finance. Based on the model used in the United Kingdom, open finance in Brazil operates through application programming interfaces (API) and customers' consent is always required before any data sharing.

Open finance has been implemented through a four-stage implementation plan, as follows:

- Stage 1: public access to participating institutions' data on their access channels and product/service channels related to checking, savings, prepaid payment accounts and to lending transactions.
- Stage 2: sharing of customer record data and customer transactional data in connection with accounts, credit cards and credit transactions, among the participating institutions.
- Stage 3: beginning of Pix transactions by payment initiation service providers, as well as the gradual entry of other payment arrangements, and the forwarding of loan proposals.
- Stage 4: sharing of customer transactional data related to additional products, including the following: (i) insurance, open-end private pension and capitalization products; (ii) merchant acquiring services; (iii) foreign exchange transactions; and (iv) time deposit accounts and other investment products. Stage 4 has been partially implemented, some of its implementation deadlines are still under discussion among the regulator and market participants.

Stages 1 and 2 were mandatory only for financial institutions belonging to segments S1 and S2 of the Brazilian financial system (which comprises major large banks), according to prudential segmentation rules set forth in Brazil (CMN Resolution 4,553/2017). Institutions offering deposit accounts or payment accounts (such as PagSeguro Brazil), as well as payment initiation service providers, are mandatory participants in Stage 3, with respect to the sharing of payment initiation services. Banks that hire banking correspondents must also take part in Stage 3, with respect to the forwarding of loan proposals (which is the case of BancoSeguro). The main rules governing open finance are Joint Resolution No. 1/2020 and Central Bank Circular No. 4,015/2020, as amended over the past years, and further regulations may still be issued.

- **Foreign exchange**

In December 2021, Law No. 14,286/2021, or the New Foreign Exchange Law was published and became effective one year counted from the date of its publication. It includes provisions relating to Brazilian capital abroad and foreign capital in the country. The main goals of the New Foreign Exchange Law are to liberalize the Brazilian foreign exchange market, which faces a lot of regulatory complexity as well as certain inconsistencies, modernize the system and increase innovation and competition.

According to the Central Bank, this new legislation may cause a positive impact on attracting foreign capital, for investments in the financial and capital markets and other forms of direct investment, which includes long-term investments in infrastructure and concession projects. In addition to greater international insertion, the New Foreign Exchange Law contributes to the greater international use of the real, facilitating the use of domestic currency in international financial transactions, such as allowing the entry and remittance of payment orders in Brazilian reais from accounts in Brazilian reais held by institutions abroad with banks in the country.

The main aspects of the New Foreign Exchange Law are: (i) confirmation, from a legal perspective, that foreign exchange transactions of any amount may be carried out without limitation (provided they are carried out through entities authorized to operate in this market and subject to applicable rules); (ii) granting of broad powers to the Central Bank to regulate the foreign exchange market and its operations; (iii) expansion of the international correspondence activity of Brazilian banks; (iv) implementing the possibility of Brazilian banking institutions to invest and lend abroad funds raised in Brazil or abroad; (v) the exclusion of foreign currency purchase and sale transactions up to an amount of US$500, carried out between individuals on an occasional and non-professional basis to the provisions contained in the New Foreign Exchange Law; and (vi) granting of powers to the Central Bank to establish situations in which the prohibition of private offsetting of credits between residents and nonresidents, as well as the payment in foreign currency in Brazil, would not apply.

Law No. 14,286/2021 also consolidates over 40 legal provisions that began to be edited about 100 years ago, with dispersed commands that total more than 400 articles. This new legislation is concise, with 29 articles and clear language, which brings a greater level of legal certainty to the subjects it concerns. Additionally, the New Foreign Exchange Law encourages the reduction of operational and legal structures of foreign exchange market participants, with greater efficiency in the operations procedures and in the forwarding of information determined by the Central Bank.

- **Recent developments on foreign exchange regulation**

Following the enactment of the New Foreign Exchange Law, the CMN and the Central Bank have issued new rules in order to enhance foreign exchange and international capital regulation, considering technological innovations and new business models relating to international payments and transfers. The new rules seek to promote a more competitive, inclusive and innovative environment for providing services to citizens and companies that send or receive funds from abroad.

The recently enacted rules allow: (i) authorized payment institutions to operate in the foreign exchange market, operating exclusively through electronic means, as of July 1, 2023; (ii) non-banking institutions authorized to operate in the foreign exchange market (such as securities brokerage companies, foreign exchange brokerage companies and payment institutions) to directly use their foreign currency accounts held abroad to settle transactions carried out in the foreign exchange market; (iii) Brazilian exporters to also receive export revenues in a payment account held in their name with a financial institution abroad or in an account abroad of a non-banking institution authorized to operate in the foreign exchange market; (iv) the receipt or delivery of reais in foreign exchange transactions, without amount limitation, to also occur from the customers' payment accounts held with financial institutions and other institutions authorized to operate by the Central Bank or in payment institutions participating in the Pix; and (v) prepaid payment accounts in reais to be held by residents, domiciled or headquartered abroad.

The regulation of international payment or transfer services in the foreign exchange market have also been consolidated and modernized, providing an equal treatment for purchases of goods and services carried out with the participation of issuers of international cards, international payment facilitators and intermediaries/representatives in cross border transactions. Since October 2021, such services became classified in the foreign exchange regulations by the term "eFX". Moreover, it has also been allowed, through the eFX system, to carry out current unilateral transfers and funds transfers between accounts held by the customer in Brazil and abroad, up to US$10,000.00.

In addition, the new regulatory framework has (i) simplified the classification codes adopted in foreign exchange transactions by reducing the number of codes; (ii) streamlined the registry procedures applicable to direct foreign investments in Brazil and the respective reporting requirements to the Central Bank; (iii) established that a bank account or payment account held by foreigners shall receive equal regulatory treatments when compared to bank account held by account holders with residence or domicile in Brazil (except in certain specific cases); and (iv) eliminated the need of simultaneous foreign exchange transactions for the conversion of debt or other forms of investment into foreign direct investments and for the granting of loans to foreign investors when there is no actual flow of funds involved in the underlying transaction.

The main regulation on the foreign exchange industry can be found in Resolution CMN No. 5,056/2022, Resolution BCB No. 277/2022, Resolution BCB No. 278/2022, Resolution BCB No. 279/2022, Resolution BCB No. 280/2022, Resolution BCB No. 281/2022; and Resolution BCB No. 348/2023 (this last resolution superseded certain transitional provisions that were previously set forth in Resolution BCB No. 281/2022). New regulations on portfolio investments are expected to be issued by the Central Bank throughout 2024.

- **Segregate net equity**

Moreover, Law No. 14,031/2020 provides guarantee mechanisms for the financial risks associated with the transfer and settlement of funds between the participants of open loop payment schemes, particularly issuers and acquirers, to ensure that such funds are received by the merchants (final beneficiaries). Law No. 14,031/2020 was introduced to ensure that, in the event that an issuer or acquirer fails, the merchant receives the values arising from payment transactions carried out with payment cards. The concept of segregate net equity (*patrimônio segregado*) was introduced by Law No. 12,865/2013, when it created a protection against bankruptcy to the funds held in or that flow through payments accounts, setting forth that funds deposited in prepaid payment accounts are segregated from the payment institution's own assets. Law No. 14,031/2020 expanded that concept to cover all the funds flowing between participants of an open-loop payment scheme. In addition, in order to enforce those legal requirements, the payment institution must hold all the funds deposited in the prepaid payment account in certain specified instruments: either (i) in a specific account with the Central Bank or (ii) in federal government bonds registered with the SELIC. As of July 2023, balances held in this specific account with the Central Bank will be remunerated, as provided for by Central Bank Resolution No. 300/2023.

- **Virtual assets**

In December 2022, Law No. 14,478 was published, establishing a legal framework for virtual asset services in Brazil, including guidelines for the regulation of virtual asset service providers (VASPs). Such guidelines include, among others, free competition, protection of personal data, protection of popular savings, consumer protection, and anti-money laundering actions.

Under the new law, VASPs are defined as legal entities that provide, on behalf of third parties, at least one of the following services: (i) exchange between virtual assets and domestic or foreign currency; (ii) exchange between one or more virtual assets; (iii) transfer of virtual assets; (iv) safe-keeping or management of virtual assets or instruments enabling a control over virtual assets; or (v) participation in financial services and the rendering of services in connection with an the issue, offering or sale of virtual assets.

In connection with Law No. 14,478/2022, Decree No. 11,563 was published on June 14, 2023, designating the Central Bank as the authority in charge of regulating and overseeing this virtual asset market within the scope of the said law, with powers, among others, to authorize the operation of VASPs.

In keeping with the provisions of Law No. 14,478/2022, Decree No. 11,563 stresses that the powers and authority of the Brazilian Securities Commission (CVM) remain unchanged. The CVM is tasked with regulating the issuance and offering of those virtual assets classified as securities under Law No. 6,385/1976.

Both Law No. 14,478/2022 and Decree No. 11,563/2023 came into effect on June 20, 2023. From December 14, 2023 to January 31, 2024, the Central Bank opened Public Consultation No. 97/2023 to gather input from the market for regulating the activities of virtual asset service providers. The Central Bank has already signaled that there will be a second public consultation in 2024 before the actual enactment of the new regulation. As per Communication No. 40,874 of November 6, 2023, the Central Bank has already clarified that VASPs may continue to operate regardless of prior authorization until the normative ruling on the matter ultimately comes into force.

In addition, CVM Resolution No. 175 of December 23, 2022, which became effective in October 2023, classifies virtual assets as financial assets, thus allowing the direct investment by investment funds in such assets, as long as they are traded on entities authorized by the Central Bank or CVM or, in the case of transactions carried out abroad, by a local authority with powers to supervise the relevant transactions, including with respect to market abuse practices, such as money laundering, terrorism financing and financing the proliferation of weapons of mass destruction.

- **Recent developments on regulatory capital requirements for payment institutions**

In November 2020, the Central Bank launched Public Consultation Notice No. 78/2020, which provided a set of regulations that sought to harmonize the prudential treatment applicable to payment transactions, whether carried out by a payment institution or by financial institution. It also aimed to harmonize the regulatory treatment of exposures arising from related activities conducted by payment institutions with that applicable to the same exposures of financial institutions. The proposal suggested the gradual implementation of the new rules, with full adoption in January 2025.

In this context, the Central Bank has recently published a set of new rules defining the prudential regulation applicable to payment institutions. This set includes the Central Bank Resolutions No. 197/2022, 198/2022, 199/2022, 200/2022, 201/2022 and 202/2022, all of March 11, 2022. Pursuant to these rules, in order to facilitate the application of the respective prudential frameworks, prudential conglomerates will be classified into one of the following types:

- Type 1: prudential conglomerate led by a financial institution;
- Type 2: prudential conglomerate led by a payment institution and not integrated by a financial institution or by another institution authorized to operate by the Central Bank; or
- Type 3: prudential conglomerate led by a payment institution and integrated by a financial institution or other institution authorized to operate by the Central Bank.

According to the Central Bank, the concept of regulatory capital applicable to payment institutions was modified in order to ensure greater capacity to absorb unexpected losses. This treatment will consist of deducting certain institutions assets from the calculation of regulatory capital that, in situations of financial stress, have little or no value for maintaining the institutions operation.

Furthermore, the new rules sought to adapt the minimum capital requirement according to the intrinsic risks of each type of activity (payment or financial activity) for a Type 3 conglomerate, recognizing the peculiarities of the payment services and their differentiated legal status, and give specific prudential treatment to the risks arising from them. In this context, Risk Weighted Assets applicable for payment services risk (RWAsp) was created, encompassing the activities of acquiring, issuance of electronic currency and initiation of payment transactions.

With regard to prudential segmentation, it is worth mentioning that this will also be applied to Type 3 conglomerates. Based on their size and complexity, Type 3 conglomerates will be classified between S2 and S5 and will comply with the prudential rules of the respective segment. With regard to Type 2 conglomerates, as they have less complexity and risk, they will be subject to simplified RWA for payment services, credit and market risks. Type 1 conglomerates will also have to calculate RWA for payment services risk (RWAsp), with the exception of institutions classified under S1 – in any case, these conglomerates will be subject to specific rules, to be edited by the CMN.

Under the new regulation, the prudential conglomerate made up by BancoSeguro, PagSeguro Brazil, PagInvest and MOIP will be classified as Type 3 conglomerate.

The new requirements will be enforceable according to an implementation schedule. The new rules came into effect in July 2023, and full implementation will take place by January 2025. The Central Bank hopes that this will ensure sufficient time for institutions to adjust their internal controls and adjust their equity structure.

- **Recent Developments on Prudential Regulation Referring to Credit, Market and Operational Risk**

On March 16, 2022, the Central Bank published Resolution No. 229, which came into effect in July 2023. Aligned with Basel III framework, this new rule implements the minimum standard of the Basel Committee for Banking Supervision, or BCBS, for calculating minimum capital requirements related to credit risk according to the standardized approach (RWAcpad). This new regulation replaced Central Bank Circular No. 3,644 of March 4, 2013, pursuant to "Basel III" requirements.

The regulation increases the granularity of the weights applicable to exposures, bringing refinements in the differentiation in credit risk to the prudential framework. The regulation is addressed to financial institutions classified in Segment 1 (S1) to Segment 4 (S4), which currently opt for the standardized approach for credit risk.

In respect of internal models for credit risk (IRB), the Central Bank issued Resolution No. 303 on March 16, 2023, which came into effect in July 2023. The new framework for IRB approaches aims to reduce their complexity, limit their scope and increase the comparability between institutions that adopt such framework. Among the changes established are the introduction of new minimum standards for some parameters, reducing the set of portfolios eligible for approaches, introducing a new permanent output floor and several other improvements. One of them is the flexibility in the application process for the use of IRB approaches, which now allows partial permanent adoption by specific portfolios.

On April 26, 2023, the Central Bank issued Resolution No. 313, which will come into effect in July 2024 and addresses the second phase of the Central Bank's market risk framework (Fundamental Review of the Trading Book or FRTB), establishing the procedures for the daily calculation, using a standardized approach, of the portion of risk-weighted assets (RWA) related to the calculation of the capital required for exposures to the credit risk of financial instruments classified in the trading portfolio (RWADRC). The changes provided by the rule include the separation of the calculation of capital requirement of exposures subject to credit risk classified in the trading book from those classified in the banking book, enabling the elimination of exposure protected by credit derivatives and encouraging institutions to include this hedging mechanism in their portfolios, in order to lower effective exposure to risk.

In respect of Operational Risk, the Central Bank issued Resolution No. 356, on November 28, 2023, which comes into effect in January 2025 and will be implemented gradually until 2028, softening its impact on the capital requirements of supervised entities. This resolution replaces the three calculation methodologies for required capital for risk-weighted assets (RWAopad) currently in use (BIA, ASA and ASA2), with a single, more robust and risk-sensitive method, including an internal loss component that modulates the capital required.

- **Payment schemes**

A payment scheme, for Brazilian regulatory purposes, is a set of rules and procedures governing certain payment services provided to the public with direct access by its end users (i.e., payors and receivers). In addition, such payment service must be accepted by more than one receiver in order to qualify as a payment scheme.

Not all the payment schemes are subject to the applicable regulation of the payment industry, including license requirements and supervision by the Central Bank. The regulatory framework imposes supervision only over payment schemes that are considered relevant and, thus, are part of the SPB. The requirements for such classification depend on certain features, as follows:

  - Payment schemes that exceed certain thresholds on number of payment transactions or aggregate value of transactions are considered to form part of the SPB and are subject to the legal and regulatory framework applicable to the payments industry in Brazil, including the requirement to obtain authorization by the Central Bank.

- Payment schemes that operate below these thresholds are not considered to form part of the SPB and are therefore not subject to the legal and regulatory framework applicable to the payments industry in Brazil, including the requirement to obtain authorization from the Central Bank, although they are required to report certain operational information to the Central Bank if so requested by the regulator. Furthermore, the Central Bank can issue an order requiring these payment schemes to apply for authorization to be part of the SPB on a case-by-case basis. In case an operational threshold is met, the payment scheme become part of the SPB and an application must be filed, but the payment scheme can continue to operate as usual until the authorization is granted by the Central Bank.
- Limited-purpose payment schemes are not considered part of the SPB and, therefore, not subject to the legal and regulatory framework applicable to the payments industry in Brazil, including the requirement to obtain Central Bank authorization. Limited-purpose payment schemes are those whose payment orders are: (i) accepted only at the network of merchants that clearly presents the same visual identity as the issuer, such as franchisees and other merchant licensed to use the issuer's brand; (ii) intended for payment of specific public services, such as public transportation and public telecommunications; (iii) related to employee benefits established by law (such as meal vouchers) or (iv) issued and accepted exclusively in the scope of a closed-loop payment scheme and intended for payment of specific services as set forth by Central Bank by means of Central Bank Resolution No. 150/21.
- Certain types of payment schemes have specific exemptions from the requirement to obtain authorization from the Central Bank. This applies, for example, to payment schemes set up by governmental authorities, closed-loop payment schemes set up by certain financial institutions and closed-loop payment schemes set up by an authorized payment institution in which financial settlement of payment transactions are carried out exclusively using the book-transfer method.

Moreover, there are two key types of payment schemes:

- Closed-loop payment scheme (arranjos de pagamento fechados), in which payment services (management of payment account, issuance and acquiring) are all carried out by the same entity that is the payment scheme owner or by an entity that controls or is controlled by or is under the same control of the payment scheme owner; and
- Open-loop payment schemes (arranjos de pagamento abertos): all other payment schemes that do not fall under the closed-loop category.

In October 2021, Central Bank Resolution No. 150/2021 revoked Circular No. 3,682 and Resolution No. 89/2021 to promote changes and consolidate the rules applicable to payment schemes (many of them already introduced by the changes brought under Resolution No. 89/2021). The objectives of the rule were, in addition to modernizing regulation on the matter, (i) reducing the regulatory cost on smaller schemes or that serve specific markets, (ii) improving the rules for settlement of prepayment of arrangements receivables and (iii) giving more equal treatment to agents who perform similar activities in open-loop payment arrangements.

- **Payment scheme owners**

Payment scheme owners, for Brazilian regulatory purposes, are the legal entities responsible for managing the rules, procedures and the use of the brand associated with a payment scheme. Central Bank regulations require that payment scheme owners must be incorporated in Brazil, must have a corporate purpose compatible with payments activities, and must have the technical, operational, organizational, administrative and financial capacity to meet their obligations. They must also have clear and effective corporate governance mechanisms that are appropriate for the needs of payment institutions and the users of payment schemes, and rules and procedures contemplating risk management of the participants, minimum operational requirements to be observed by the participants, monitoring of fraudulent actions, settlement of transactions among participants, interoperability mechanism, among others.

Payment scheme settlors that are responsible for managing open payments schemes part of the SPB are also subject to: (i) rules that impose the creation of internal control systems and procedures; (ii) bank secrecy rules; (iii) administrative sanctioning process of the Central Bank; and (iv) the application of preventive measures by the Central Bank, in order to ensure the soundness, efficiency and regular functioning of payment schemes.

- **Payment Institutions**

Payment institutions are classified into the following types under Brazilian regulations, as per Central Bank Resolution No. 80/2021:

  - Issuers of electronic currency (i.e., e-money, generally in the form of prepaid deposits): these payment institutions manage prepaid payment accounts for cardholders or end users, carry out payment transactions using electronic currency deposited into these pre-paid accounts, and convert the deposits into physical or book-entry currency or vice versa.
  - Issuers of post-paid payment instruments (mainly credit cards): these payment institutions manage payment accounts where the cardholder or end-user intends to make payment on a post-paid basis. They carry out payment transactions using these post-paid accounts.
  - Acquirers: these payment institutions do not manage payment accounts, but enable merchants to accept payment instruments issued by a payment institution or by a financial institution that participates in a payment scheme. They participate in the settlement process for payment transactions by receiving the payment from the issuer of the prepaid or post-paid instrument, and settling with the merchant.
  - Payment transaction initiators: these payment institutions provide payment transaction initiation services without managing payment accounts nor holding, at any time, the transferred funds. Additionally, they may not store end-users credential data used to authenticate payment transactions.

As for issuers of post-paid payment instruments and acquirers, the requirement to obtain Central Bank authorization depends on certain features, such as the annual cash value of transactions handled by the payment institution. Issuers of post-paid payment instruments and acquirers below the relevant operational threshold can start operations and carry out payment activities immediately, provided that, in case of open-loop payment schemes, they have been granted with a license by the payment scheme owner. While operating below the relevant operational threshold, those payment institutions only need to comply with certain reporting requirements. Once the payment institutions reach the relevant operational thresholds, they need to file the authorization request, but the regulations determined that such entities continue rendering payment services while their applications are being analyzed by the Central Bank.

In addition, certain financial institutions are waived from requiring an authorization from the Central Bank to render certain payment services. Furthermore, certain payment institutions are not subject to the legal and regulatory framework applicable to the payments industry in Brazil. This applies, for example, to payment institutions that only participate in limited-purpose payment schemes and payment institutions that provide services in the scope of programs set up by governmental authorities and payment schemes related to employee benefits established by law.

Recent regulations issued by the Central Bank tightened the rules applicable to payment institutions that are issuers of electronic currency, requiring those who started operating after March 1, 2021 to obtain Central Bank authorization before launching operations. Before this change, these issuers could operate without a license until reaching certain operational thresholds. The institutions already operating before March 1, 2021 and below the established thresholds shall seek authorization according to a predetermined schedule and all existing issuers of electronic currency must request authorization by December 2029.

As for payment transaction initiators, applicable regulations provide that they must obtain Central Bank authorization prior to providing payment initiation services. Any payment institution already licensed in another modality may operate as a payment transaction initiator, provided a 90-day prior notification is sent to the Central Bank.

A payment institution must be incorporated in Brazil and must have a corporate purpose that is compatible with payments activities, and, once they become part of the SPB, as described above, they must comply with several requirements. The CMN and Central Bank regulations applicable to payment institutions that are part of the SPB cover a wide variety of issues, including: (i) homologation by the Central Bank of officers and directors; (ii) the transfer of corporate control requires prior approval of the Central Bank; (iii) minimum corporate capital and net equity; (iv) implementation of internal controls and procedures; (v) establishment of an ombudsman's office; (vi) preparation of accounting statements pursuant to the Standard Chart of Accounts of the National Financial System (*Plano Contábil das Instituições do Sistema Financeiro Nacional—COSIF*); (vii) implementation of operational, liquidity, market and credit risk management structures; (viii) anti-money laundering and know-your-client requirements; (ix) banking secrecy rules; (x) settlement of payment transactions arising under open-loop payment schemes at the centralized settlement system of the Brazilian Interbank Payments Clearinghouse (CIP); and (xi) administrative penalties for non-compliance, among others. Acquiring companies must as well integrate with an authorized registration entity in order to register all merchants' receivables and settle transactions in accordance with the information provided in such entities' systems.

The regulations applicable to payment institutions also cover "payment accounts" (*contas de pagamento*), which are the end-user accounts, in registered (i.e., book-entry) form, which are opened with payment institutions that are issuers of prepaid or post-paid instruments and used for carrying out each payment transaction.

In order to provide protection from bankruptcy, Law No. 12,865/2013 sets forth that funds deposited in prepaid payment accounts are considered segregate net equity (*patrimônio segregado*), i.e. such funds are segregated from the payment institution's own assets. In addition, in order to enforce such legal provision, the payment institution must hold all of the funds deposited in the prepaid payment account in certain specified instruments, either: (i) in a specific account with the Central Bank or (ii) in federal government bonds registered with the SELIC, the Central Bank's overnight rate. As of July 2023, balances held in this specific account with the Central Bank started to be remunerated, as provided for by Central Bank Resolution No. 300/2023. In this regard, PagSeguro Brazil's activities as a payment institution issuer of electronic currency (prepaid account management) have 100% of all balances maintained in payment accounts invested in such instruments and protected from PagSeguro Brazil's bankruptcy.

- **Changes in the regulation of credit cards and prepaid payment accounts**

On May 19, 2021, the Central Bank issued Resolution No. 96/2021 which amended and restated the rules relating to the opening of postpaid payment accounts (i.e., those used in products such as credit cards) and prepaid payment accounts, in addition to making the criteria for opening these accounts compatible with the rules applicable to the opening of deposit accounts (checking accounts). The rule came into force on March 1, 2022, revoking Circular No. 3,680/2013.

Among other measures, Resolution No. 96/2021 eliminated the exhaustive list of minimum customer registration information for opening prepaid and postpaid payment accounts; each institution will have discretion to determine what information it will require from the customer, depending on its profile. It also provides for new procedures with the goal of facilitating requests for prepaid and postpaid payment accounts to be closed.

Resolution No. 96/2021 classifies payment accounts into two types:

- Prepaid payment accounts: where the funds have been deposited into the payment account in advance of the intended payment transaction.
- Post-paid payment accounts: where the payment transaction is intended to be performed regardless of whether or not funds have been deposited into the payment account in advance.

In addition, Resolution No. 96/2021: (i) revised the items that must be included in the invoices for postpaid payment accounts (i.e., credit cards), such as the need to include the total consolidated balance of contracted future obligations, such as installment purchases, credit operations and tariffs; (ii) defined minimum provisions that must be included in the account agreements; and (iii) mandated that the institution sends or makes available to the customer, by physical or electronic means, the credit card and the corresponding invoices, according to the form and channel chosen by the customer (among the options made available by the institution).

On December 21, 2023, Central Bank issued Resolution No. 365, which amended Resolution 96 and established new requirements for credit card bills and other postpaid instrument invoices, such as presenting information in an orderly form according to groups of information (i.e. highlighted area, payment alternatives and complementary information). This Resolution will enter into force on July 1, 2024.

- **Recent developments on revolving credit (*crédito rotativo*) and installment credit (*crédito parcelado*) regulations**

On October 3, 2023, Brazilian Federal Law No. 14,690 was published, establishing a new limitation on the interest and financial fees charged over the outstanding balance of credit cards invoices, in the categories of revolving credit (*crédito rotativo*) and installment credit (*parcelamento de fatura de cartão de crédito*). On December 21, 2023, the CMN and the Central Bank regulated, through Resolution No. 5,112 and Resolution No. 365, the limitation provided for in Law 14,690/2023. Under such rules, the total amount of interest and financial charges in connection with revolving credit and/or installment credit cannot exceed the original amount of the debt financed. This limitation applies to all issuers of credit cards and other post-paid payment instruments.

CMN Resolution 5,112/2023 sets forth that the new limit applies to each new revolving credit transaction or installment credit with interest. In other words, each issuer must have a control per financed transaction (revolving credit or installment credit with interest) in order to prevent the interest on this transaction from exceeding the interest limit imposed by Law 14,690/2023. Also, civil default interest and contractual fines resulting from penal clauses (imposed for late payments), as well as other fees and commissions incident to the financing transaction, make up the calculation of interest that will be subject to the limit mentioned therein.

CMN Resolution 5,112/2023 further ensures that credit card issuers and holders can renegotiate the financing as long as the total amount charged as interest and financial charges applicable to each renegotiation does not exceed the amount of the original debt.

The rule provides that the original amount of the debt as well as the total amount charged as interest and financial charges applicable to each financing transaction must be detailed in the respective statements and invoices in connection with current regulations (i.e., CMN Resolution No. 5,004, of March 24, 2022, and BCB Resolution 96, of May 19, 2021, as amended by Central Bank Resolution No. 365/23).

CMN Resolution 5,112/23 came into force on the date of its publication, however, the interest rate limitation applies to new financing (revolving and installment credits) agreed as of January 3, 2024.

- **PagSeguro Brazil's, MOIP's, Bancoseguro's and PagInvest's regulatory status**

In December 2014, PagSeguro Brazil applied to the Central Bank for the following authorizations:

  - Authorization as a payment institution, as an issuer of prepaid electronic money. This application relates to the free PagBank digital account and to our issuance of PagSeguro electronic currency and prepaid cards. The application regarding the free PagBank digital account relates to our rules and our brand, and the application regarding our prepaid cards relates to the third-party payment schemes within which the cards are issued.
  - Authorization as a payment institution, as an acquirer.

These authorizations were formally approved on October 17, 2018.

PagSeguro Brazil is also a payment scheme owner of a closed-loop payment scheme not forming part of the SPB, which relates to peer-to-peer transfers between accounts opened by our clients within the PagBank digital account, using our rules applying to the PagBank digital account and our brand. Since this payment scheme does not form part of the SPB it does not currently require Central Bank authorization; however, we are required to report certain operational information regarding this scheme to the Central Bank on an annual basis, such as the number of users and the annual cash value of our peer-to-peer transfer transactions.

PagSeguro Brazil also applied in February 2019 for an authorization from the Central Bank to conduct activities as a payment institution issuer of post-paid payment instruments (credit cards) within third-party open-loop payment schemes. This authorization was formally granted on March 16, 2019.

PagSeguro Brazil is a participant of the Pix instant payments scheme and has joined open finance on its phase 3, as an account service provider. For more information about the Pix payment scheme, see "Regulation of the Payments Industry in Brazil."

On September 29, 2020, PagSeguro Brazil completed the acquisition of MOIP, which is authorized as an issuer of electronic money and as an acquirer. MOIP's authorizations were obtained on January 17, 2019.

Law No. 12,865/2013 prohibits payment institutions from performing activities that are restricted to financial institutions, which are regulated by Law No. 4,595/1964. There is some debate under Brazilian law as to whether providing early payment of receivables to merchants could be characterized as "lending," which is an activity that is restricted to financial institutions. Similarly, there is some debate as to whether the discount rates applicable to this early payment feature should be considered as "interest," in which case the limits set by the Brazilian Usury Law would apply to these rates. In this sense, the Central Bank Office of Legal Counsel (*Procuradoria-Geral do Banco Central)* issued a legal opinion that (i) advance of merchants' trade receivables (credit card installment receivables backed by executed and paid transaction) to them relates to the early payment of an obligation and should not be confused to an activity that is restricted to financial institutions; and (ii) discount rates applicable to this prepayment mechanism are subject to the limits set by the Brazilian Usury Law.

For transactions that form part of the Brazilian financial system, financial institutions may set interest rates freely, provided that they are not excessive for consumers. For transactions that do not form part of the Brazilian financial system, historically, the Brazilian Usury Law (Decree-Law No. 22,623/1933) capped interest rates at 12% per year. Subsequently, the Brazilian Civil Code, which replaced the Usury Law, capped interest rates at two times the interest rates applicable to the National Treasury (*Fazenda Nacional*), which is currently the SELIC interest rate (although there is some legal debate as to whether the Brazilian Civil Code has effectively replaced the original Brazilian Usury Law). As a result, if the discount rate that we charge merchants for early payment of their receivables is considered to be "interest," it would be capped at two times the SELIC interest rate. This limitation is mitigated by the FIDC that we use to finance our early payment of receivables feature.

BancoSeguro is a financial institution duly authorized by the Central Bank to perform banking operations in accordance with current regulation (such as CMN Resolution 4,970/2021). It also holds a license from the CVM to provide securities custody services, which was obtained on February 22, 2021. On December 14, 2021, BancoSeguro was authorized by the Central Bank and received a license to operate in the foreign exchange market.

In March 2023, the Central Bank authorized PagInvest to operate as a securities broker-dealer (*corretora de títulos e valores mobiliários*) in Brazil. In October 2023, the CVM also authorized PagInvest to provide custody services as a securities broker-dealer. Our investment related activities in the securities market, currently conducted by BancoSeguro through our investment platform, will gradually transition to PagInvest.

- **Operations and registration of receivables from payment arrangements**

On December 19, 2018, the CMN and the Central Bank published Resolution No. 4,707/18 and Circular No. 3,924/18, which impose transitional rules regarding credit card receivables and credit operations guaranteed by such receivables.

The main intention of Resolution No. 4,707/18 and Circular No. 3,924/18 was to allow merchants to offer their future credit card receivables as collateral to their banks for loans. In summary, both Resolution No. 4,707/18 and Circular No. 3,924/18 created information exchange obligations between financial institutions and acquirers/subacquirers, in order to facilitate the delivery of information related to merchants' settlement schedules (*agendas de recebíveis*). In accordance with these rules, financial institutions must keep acquirers and subacquirers informed about credit operations linked to credit card receivables. Acquirers, in turn, are required to disclose transaction data, such as settlement schedules (*agendas de recebíveis*), about their respective merchants to (i) financial institutions who have ongoing lending transactions secured by such receivables; and (ii) any other financial institution that is expressly authorized by such merchants to obtain this data.

On June 7, 2021, Resolution No. 4,707/18 and Circular No. 3,924/18 have been replaced by Resolution No. 4,734/19 and Circular No. 3,952/19 (the latter subsequently replaced by Central Bank Resolution No. 264/22, (as amended by Resolution Central Bank No. 349 of October 31, 2023), which created new and definitive regulation in order to improve the rules regarding merchants' credit transactions guaranteed by card receivables and the prepayment and discount of such receivables, increasing competition and thus reducing the cost of credit.

This new regulatory framework brought a number of relevant changes to transactions involving credit and debit card receivables, including transactions for the early payment of such receivables by acquirers and sub-acquirers, which are subject to new procedures, as well as the assignment of these receivables to institutions that do not belong to the Brazilian National Financial System (*Sistema Financeiro Nacional - SFN),* or National Financial System.

The general principle adopted by these rules is that receivables from payment arrangements that are provided as collateral in credit transactions or assigned in discount transactions (*desconto de recebíveis*) must be registered in a centralized registration system operated by an entity authorized by the Central Bank. In this sense, Circular No. 3,952/19, replaced by Central Bank Resolution No. 264/22, (recently amended by Resolution Central Bank No. 349/2023), introduced the requirement of a market infrastructure convention, which created a system allowing for the registration of these receivables as financial assets, interoperability, and the exchange of information between the registration systems and market participants.

Resolution No. 4,734/19 requires that the amount of receivables granted as guarantees for a certain credit transaction be reduced, whenever applicable, so that such amount is limited to the outstanding balance of the transaction or to the maximum limit available under a credit line (non-dischargeable credit facility extended by a financial institution on an absolute and unilateral basis).

If we fail to comply with the requirements of the Brazilian legal and regulatory frameworks, we could be prevented from carrying out our regulated activities, and we could be (i) required to pay substantial fines (including per transaction fines) and subject to disgorgement of our profits, (ii) required to change our business practices, or (iii) subjected to insolvency procedures such as an intervention by the Central Bank and the out-of-court liquidation of PagSeguro Brazil. We could also be subject to private lawsuits. For additional information, see "Item 3. Key Information—Risk Factors—Risks Relating to Our Business and Industry—Our business is subject to extensive government regulation and oversight and our status under these regulations may change. Violation of or compliance with present or future regulation could be costly, expose us to substantial liability and force us to change our business practices, any of which could seriously harm our business and results of operations."

The Central Bank also regulates our international transfers of funds under foreign exchange regulations. Compliance with these rules is mandatory and any failure to comply may result in penalties against us.

Central Bank's regulations also allow payment schemes to set additional rules for entities that use their brands. Since we participate in these third-party payment schemes, we must comply with their rules in order to continue accepting payments from payment instruments bearing their brands.

- **Anti-money laundering rules**

We comply with all anti-money laundering, or AML, rules applicable to us and have implemented policies and procedures to report suspicious activities to the authorities, including any suspected terrorism financing and other potentially illegal activities.

Our activities in Brazil are subject to Brazilian laws and regulations relating to anti-money laundering, or AML, terrorism financing and other potentially illegal activities. These rules require us to implement policies and internal procedures to monitor and identify suspicious transactions, which must be duly reported to the relevant authorities. We have implemented all the required policies and internal procedures to ensure full compliance with these rules and regulations, including structuring a risk and fraud division led by a risk and compliance officer. Our employees are trained and informed of our policies and internal procedures and their compliance is mandatory and supervised.

The Brazilian anti-money laundering law establishes the basic framework to prevent and punish money laundering as a crime. It prohibits the concealment or dissimulation of origin, location, availability, handling or ownership of assets, rights or financial resources directly or indirectly originated from crimes, subjecting the agents of these illegal practices to imprisonment, temporary disqualification from managing enterprises up to 10 years and monetary fines.

The Brazilian anti-money laundering law also created the Financial Activities Control Council, or COAF, which is the Brazilian financial intelligence unit that operates under the jurisdiction of the Ministry of Finance. COAF performs a key role in the Brazilian anti-money laundering and counter-terrorism financing system, and its legal responsibility is to coordinate the mechanisms for international cooperation and information exchange.

On January 7, 2020, Law No. 13,974/2020 came into effect, transferring COAF to the administrative structure of the Central Bank. On January 23, 2020, the Central Bank issued Circular No. 3,978/2020, establishing a new regulatory framework applicable to the policies, procedures and internal controls to be adopted by financial institutions and other institutions authorized to operate by the Central Bank, in order to prevent the financial system from being used to commit money laundering and terrorist financing crimes. Circular No. 3,978/2020 became effective on July 1, 2020, when Circular No. 3,461 of July 24, 2009 was revoked. Circular No. 3,978/2020 is currently the main regulation related to the prevention of money laundering and terrorist financing crimes applicable to institutions regulated by the Central Bank. It applies to several activities conducted by regulated entities, such as foreign exchange and payments.

In compliance with the Brazilian anti-money laundering law, payment institutions and financial institutions in Brazil must establish internal control and procedures aiming at:

- Identifying and knowing their clients.
- Checking the compatibility between the movement of funds of a client and such client's economic and financial capacity;
- Checking the origin of funds.
- Carrying out a prior analysis of new products and services, under the perspective of money laundering prevention.
- Controls, resources and monitoring systems for the rapid detection and reporting of suspicious activity.
- Compliance with all applicable regulatory requirements for recordkeeping and reporting.
- Keeping records of all transactions.
- Applying special attention to: (i) unusual transactions or proposed transactions with no apparent economic or legal basis; (ii) client and transactions for which the Ultimate Beneficial Owner (UBO) cannot be identified; and (iii) situations in which it is not possible to keep the clients' identification records duly updated.
- Offering anti-money laundering training for employees.
- Monitoring transactions and situations which could be considered suspicious for anti-money laundering purposes.
- Reporting to COAF the occurrence of suspicious transactions, as required under applicable regulations, and also, at least once a year, whether or not suspicious transactions are verified, in order to certify the non-occurrence of transactions subject to reporting to COAF (negative report).
- Ensuring that policies, procedures and internal controls are commensurate with the size and volume of transactions.

In addition, if any person resident in the Cayman Islands knows or suspects or has reason for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of their business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) a nominated officer (appointed in accordance with the Proceeds of Crime Act (As Revised) of the Cayman Islands) or the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Act (As Revised), if the disclosure relates to criminal conduct or money laundering or (ii) to a police constable or a nominated officer (pursuant to the Terrorism Act (As Revised) of the Cayman Islands) or the Financial Reporting Authority of the Cayman Islands, pursuant to the Terrorism Act (As Revised), if the disclosure relates to involvement with terrorism or terrorist financing and terrorist property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

- **Regulation on fraud prevention**

Furthermore, on May 23, 2023, the CMN and Brazilian Central Bank enacted the Joint Resolution No. 6, which sets forth the requirements for sharing data and information on signs of fraud. On October 4, 2023, the Central Bank issued Resolution No. 343, establishing the necessary measures for such sharing of data and information.

BCB Resolution 343/2023 establishes that financial institutions, payment institutions and other institutions authorized to operate by the Brazilian Central Bank, for purposes of data retention, shall consider signs of actual or attempted fraud at least in the following activities: (i) opening deposit accounts or payment accounts; (ii) providing payment services; (iii) maintaining deposit accounts or payment accounts; and (iv) contracting credit transactions.

The new rules also set forth the minimum set of data and information that must be retained as well as that it must be shared exclusively by electronic systems compliant with the requirements set forth therein. In this context, records containing indications of actual or attempted fraud must contain (i) the identification of whoever perpetrated or attempted to perpetrate the fraud; (ii) a description of the indications of actual or attempted fraud; (iii) details of the institution responsible for recording the information; and (iv) details of the recipient account and its holder if the activity is a payment service.

- **Regulation of banking activities**

In January 2019, we acquired BBN Banco Brasileiro de Negócios S.A. (renamed to BancoSeguro S.A. in February 2019), or BancoSeguro, through BS Holding, a holding company incorporated under PagSeguro Digital, whose sole purpose is to hold interest in financial institutions, as required by current banking regulations. BancoSeguro holds a multi-bank license to provide financial services, has commercial and investment bank portfolios, and is duly authorized by the Central Bank to perform banking operations in accordance with current regulation. On December 14, 2021, BancoSeguro was authorized by the Central Bank and received a license to operate in the foreign exchange market.

Banking activities in Brazil are governed by Law No. 4,595/1964, which created the CMN, responsible for, among others, regulating the establishment and operation of financial entities, and empowered the Central Bank to supervise public and private financial institutions and, when needed, apply the penalties set forth in the law and regulations to such institutions. The Central Bank also controls and approves the operation, transfer of control, and corporate reorganization of financial institutions, as well as the transfer of the location of its branches (in Brazil or abroad). CMN and the Central Bank created a vast regulatory framework regulating the National Financial System which may impact BancoSeguro's operations and future products.

In this regard, BancoSeguro must observe certain key governance, compliance and supervision requirements applicable to all the institutions part of the National Financial System, such as:

- Minimum capital requirements.
- Compulsory deposits requirements.
- Fixed asset investment limits.
- Limits to exposure on foreign currency.
- Limits to charge fees and commissions for certain financial services.
- Requirements regarding the establishment of internal controls and procedures.
- Requirements regarding implementation of risk management structures.
- Observation of know your costumer and anti-money laundering rules.
- Constitution of ombudsman office.
- Preparation of accounting statements pursuant to the Standard Chart of Accounts of the National Financial System (*Plano Contábil das Instituições do Sistema Financeiro Nacional—COSIF*).
- Anti-money laundering, anti-terrorist and know-your-client requirements, administrative penalties for non-compliance.

- Additional regulations from other agencies that are specific to banking activities, such as the CVM's fundraising rules.
- Cybersecurity regulations, notably CMN Resolution No. 4,893/2021.
- Limits to acquire real estate properties not intended to be used by the institution, except when such properties are received as payment of non-performing or doubtful loans, or when expressly authorized by the Central Bank, and in accordance with rules to be issued by the CMN; and
- Requirements to operate with related parties, as described in CMN Resolution No. 4,693/2018.

Financial institutions are also members of the SPB. Under the SPB, the Central Bank has control over the banks' reserve accounts through the STR – Reserve Transfer System, a computerized system which enables the online transfer of funds between financial institutions and constitutes a strict control of bank balances.

In addition to regulations affecting the financial system, BancoSeguro is also subject to laws relating to anti-money laundering, banking secrecy, consumer protection, tax, and other regulations applicable to Brazilian companies generally, as discussed above.

If BancoSeguro fails to comply with the requirements of the National Financial System BancoSeguro could be prevented from carrying out its regulated activities and could be (i) required to pay substantial fines (including per transaction fines) and subject to disgorgement of our profits, (ii) required to change our business practices, or (iii) subjected to insolvency procedures such as an intervention by the Central Bank and the out-of-court liquidation.

- **Securities regulations**

Multi-purpose banks with an investment banking portfolio (also known as investment banks), such as BancoSeguro and securities broker-dealer (*corretora de títulos e valores mobiliários*), such as PagInvest, may, among other roles, provide securities distribution, intermediation and custody services, which are subject to Brazilian securities laws and regulations.

The main laws governing the Brazilian capital markets are Law No. 4,728/1965 and Law No. 6,385/1976. Among other provisions, they regulate the distribution and issuance of securities in the market, the trading of securities and the settlement and/or clearance of securities transactions. The regulatory framework in Brazil is further supplemented by regulations issued by the CMN, the CVM, the Central Bank, and self-regulation policies, such as those issued by various associations, over-the-counter organized markets and securities exchanges, that govern their members and participants (for example, the B3 and the ANBIMA). In addition to the regulatory and supervision powers of the Central Bank, all Brazilian financial institutions are subject to oversight by the CVM when they participate in the Brazilian capital markets (such as BancoSeguro and PagInvest).

Multi-purpose banks with an investment banking portfolio are also regulated by CMN Resolution No. 5,046/22, which allows these entities to carry out, among others, the following activities in the capital markets: (i) participate in the processes of issuance, subscription for resale and distribution of securities; (ii) enter into securities purchase and sale transactions, for their own account or for the account of third parties; (iii) operate in commodities and futures exchanges, and in organized OTC (over the counter) markets, on its own or third-parties' account; and (iv) coordinate reorganization and restructuring processes of companies and conglomerates, through consultancy services, equity interest and/or granting of funding or loans. Investment banks are also allowed to provide other services in the securities market, such as bookkeeping, custody, and management of third-parties' assets, among others.

Furthermore, the investment fund industry was fundamentally changed by the CVM Resolution No. 175/2018, edited in December 2022, and partially in force since October 2023. Currently, BancoSeguro acts as an investment fund quotas distributor to its clients, and as such, is only partially affected by the changes brought upon by the regulation. This latest CVM Resolution aims to bring the local investment funds industry up to the international standards, and regarding the distribution side of the industry, the biggest changes are related to the commercial relationship to be established between the distributor and the other members of the investment industry. With the new regulation, the distribution side will be hired by the fund manager, instead of the administrator (as established under the previous regulation). Thus, we expect to have a larger pool of counterparties in our contracts for the distribution of third-party funds, as there are more fund managers than administrators. Finally, other changes brought upon by the new regulation have been postponed, and will take effect on June 2025.

- **E-commerce, banking secrecy, data protection, consumer protection and taxes**

In addition to regulations affecting digital payment schemes, we are also subject to laws relating to internet activities and e-commerce, as well as banking secrecy laws, consumer protection laws, data protection laws and regulation, tax laws and other regulations applicable to Brazilian companies generally. Internet activities in Brazil are regulated by Law No. 12,965/2014, known as the Brazilian Civil Rights Framework for the Internet, which embodies a substantial set of rights and obligations relating to internet service providers. This law exempts intermediary platforms such as PagSeguro from liability for activities carried out by their users. Since there are no settled court decisions in this area, however, it is still possible that we may be subject to joint civil liability for activities carried out by our users.

Furthermore, in September 2020, LGPD entered into force, and its administrative sanctions provisions became effective in August 2021 under the Brazilian Federal Law No. 14,010/2020. The LGPD establishes detailed rules to be observed in the maintenance and processing of personal data and provides, among other measures, rights to the data subjects, cases in which the processing of personal data is allowed, obligations and requirements relating to security incidents involving personal data and the transfer and sharing of personal data.

The LGPD further establishes penalties for non-compliance with its provisions, ranging from a warning and exclusion of personal data processed in an irregular way to fines or the prohibition from processing personal data. The LGPD also authorizes the creation of the ANPD, an authority that oversees compliance with the rules on data protection.

Moreover, Law No. 8,078/1990, known as the Consumer Protection Code, regulates consumer relations in Brazil, including matters such as: commercial practices; product and service liability; areas where suppliers of products or services are subject to strict liability; the reversal of the burden of proof so as to benefit consumers; the joint and several liability of all companies within a supply chain; unfair contract terms; advertising; and information on products and services that are offered to the public. Consumers have the right to receive clear and accurate information regarding retail products and services, with correct specification of characteristics, structure, quality, price, risks, and consumers' rights to access and amend personal information collected about them and stored in private databases.

There are also specific rules and procedures regarding the relationship with customers and users of products and services by financial and payment institutions authorized to operate by the Central Bank. In 2021, CMN and the Central Bank enacted Resolution No. 4,949/2021 and Resolution 155/2021, respectively, aiming at ensuring a fair and equitable treatment at all stages of the relationship with the institutions providing financial and payment services, as well as a convergence of the interests of the providers with those of their consumers. Furthermore, on December 26, 2023, the CMN and the Central Bank published Joint Resolution No. 8, which requires the institutions authorized to operate by the Central Bank to adopt financial education measures designed for their clients and users that are natural persons, including individual entrepreneurs, by means of the publication of a financial education policy, the provision of financial education content and tools in an appropriate language, channel and timing, considering the characteristics and needs of their clients and users. Resolution No. 8/2023 rule will enter into effect on July 1, 2024.

Customer accounts on our digital platform are subject to data protection under the Brazilian Civil Rights Framework for the Internet and bank secrecy laws (Complementary Law 105/2001, which had its provisions extended to payment institutions through Article 17 of CMN Resolution No. 4,282/2013). We are also subject to trademark protection rules, and to tax laws and related obligations such as the rules governing the sharing of customer information with tax and financial authorities. It is unclear whether the tax and regulatory authorities would seek to obtain information regarding our customers. Any such request could come into conflict with the data protection rules, which could create risks for our business.

The laws and regulations applicable to the Brazilian digital payments industry are subject to ongoing interpretation and change, and our digital payments business may become subject to regulation by other authorities. For further information on the risks relating to regulation of business, see "Item 3. Key Information—Risk Factors—Risks Relating to our Business and Industry."

- **Cybersecurity Regulation**

Financial institutions in Brazil are subject to specific cybersecurity and cloud outsourcing regulations to ensure the integrity and security of their internal controls. Key among these regulations is CMN Resolution No. 4,893/2021, mandating the establishment of a cybersecurity policy and guidelines for outsourcing data processing, storage and cloud computing services. Additionally, CVM Ruling No. 35/2021 outlines the necessary cybersecurity and data protection standards for security transactions in regulated markets. By December 2021, institutions were required to be fully compliant, including having policies and response plans for cybersecurity incidents. Data processing and storage can occur both within and outside Brazil, provided the Central Bank retains access to overseas data for inspection. Any relevant agreements that are entered into providing for processing services must be reported to the Central Bank within ten days of signing. Also, if processing, storage and cloud computing services are to be provided abroad and classified as "relevant" by the contracting regulated institution, additional regulatory requirements apply. In scenarios such as this, if there is no agreement to exchange information between the Central Bank and the supervisory authorities of the countries where the services will be provided, prior authorization from the Central Bank will be required for contracting the service and for certain changes to the terms of the agreement.

In addition, Central Bank Resolution No. 85/21 provides for the cybersecurity policy and requirements applicable to payment institutions authorized to operate by the Central Bank in contracting cloud computing, data processing and storage services. The cybersecurity policy and requirements set forth in Resolution No. 85/21 are very similar to the requirements that apply to financial institutions under CMN Resolution No. 4,893.

To further regulate the sector, the Central Bank initiated Public Consultation No. 97 on December 14, 2023. This consultation seeks feedback on regulating Virtual Asset Service Providers (VASPs) under Law No. 14,478 of 2022, covering a range of topics, including cybersecurity.

- **Recent changes regarding in rem collateral**

On October 30, 2023, Bill of Law No. 4,188/2021, known as the Legal Framework for Guarantees, was sanctioned by the President of Brazil, resulting in the publication of Law No. 14,711. The rule introduces important changes to the legal framework for collateral, and the result is expected to be greater legal security, a reduction in the spread on secured loans and greater availability of credit to borrowers. It mainly aims at tackling the current problem of dead capital in the fiduciary sale of real estate – that is, the impossibility of the same property being used as collateral more than once. Thus, Law No. 14,711 promotes the following changes to Brazilian civil law: (i) allowing a new fiduciary sale of the same property; (ii) the extension of the current guarantee to a new debt; and (iii) the introduction of the collateral agent into the Brazilian legal system. The new law also introduces several improvements related to the perfection and extrajudicial enforcement of collateral, including amendments and revocations of outdated laws, changes to collateral registration rules etc.

3. Organizational structure

We are an exempted company with limited liability incorporated under the laws of the Cayman Islands with the legal name PagSeguro Digital Ltd. and are a subsidiary of Universo Online S.A., or UOL, a Brazilian privately held Corporation that was founded in 1996 and Brazil's largest internet content, digital products and services company. Our principal executive office is located at Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands, and our telephone number is +55 (11) 3914-9524. Our investor relations office can also be reached at +55 (11) 3914-9524. The SEC maintains a website (http://www.sec.gov) that contains reports, proxy and information statements and other information regarding registrants, such as us, that file electronically with the SEC. Our internet address is www.pagseguro.uol.com.br. On occasion, we may use our website as a channel of distribution of material company information. Financial and other material information regarding us is routinely posted on and accessible at https://investors.pagbank.com/. Information provided on our website is not part of this annual report and is not incorporated by reference herein.

We carry out our operations principally through our Brazilian operating company, PagSeguro Internet Instituição de Pagamento S.A. (or PagSeguro Brazil), a Brazilian joint-stock company (*sociedade por ações*). PagSeguro Brazil carries out most operations directly, and also has four wholly-owned subsidiaries, all of which are also Brazilian companies: (i) Wirecard Brazil Instituição de Pagamento S.A. (formerly Wickard Brazil S.A.), or MOIP, which provides collection and registration information activities; (ii) PagSeguro Biva Securitizadora de Créditos Financeiros S.A., which provides services related to the acquisition and securitization of financial credit operations and the issuance of securities guaranteed by such credit; (iii) Concil Inteligência em Conciliação S.A., which is became operational in December 2022, provides professional data processing services, application service providers, internet hosting services, technical support, maintenance and other services in information technology, licensing and assignment of the right to use computer program; and (iv) NetPOS Serviços de Informática S.A., an information technology company, which specializes in the development and licensing of software related to store front commercial automation and provides us with a set of solutions for our merchants to perform sales management, inventory control, financial reporting and tax issuing. In March 2019, we acquired 10% of NetPOS, and in July 2023, the remaining 90%; furthermore, in October 2020 and August 2021, we acquired 100% of MOIP and 100% of Concil Inteligência em Conciliação S.A., respectively. We incorporated RegistraSeguro in July 2023.

PagSeg, is a holding company organized in Brazil and incorporated in July 2020, has six wholly-owned or substantially wholly-owned subsidiaries: (i) PagSeguro Tecnologia Ltda. (formely BoaCompra Tecnologia S.A), organized in Brazil, which operates our online gaming and cross-border digital services across the globe; (ii) CDS Serviços Financeiros Ltda., organized in Brazil, which provides services as correspondent for financial institutions; (iii) NET+Phone Telecomunicações Ltda., organized in Brazil, which handles the exploration and provides services of telecommunications in general; (iv) PagSeguro Biva Serviços Financeiros Ltda., organized in Brazil, which is a payment scheme owner which provides consulting and financial services; (iv) BCPS Online Services Ltda., or BCPS, a company organized in Portugal, serves as PagSeguro Tecnologia's hub in Portugal and handles part of its account management; and (v) Pag Participações (formerly PagBank Participações Ltda.), a holding company organized in Brazil.

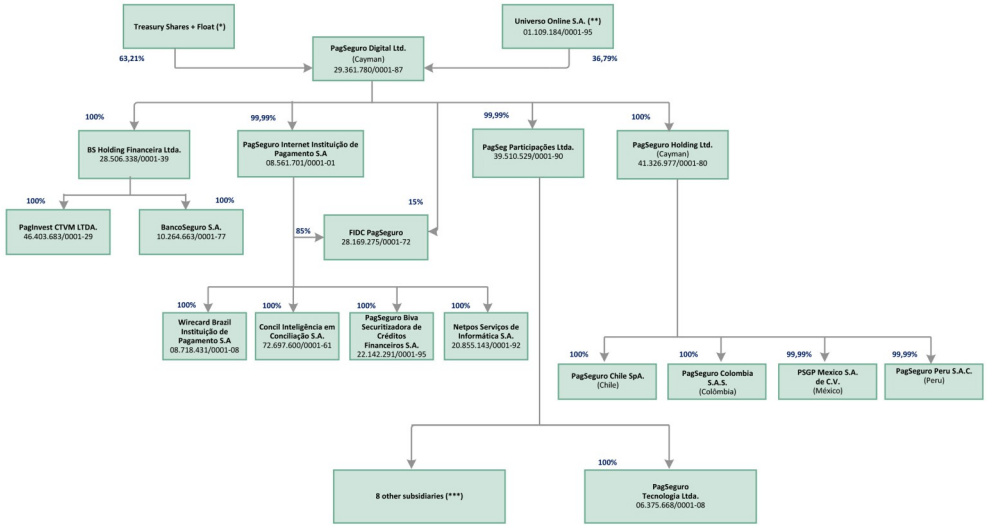
In addition to our operations carried out by PagSeguro Brazil, on January 4, 2019, we acquired 100% of BancoSeguro, organized in Brazil, through our wholly-owned direct subsidiary BS Holding, a holding company organized in Brazil, whose sole purpose is to hold interest in financial institutions, as required by current banking regulations and through which we hold BancoSeguro. BancoSeguro holds a license to provide financial services. This acquisition has allowed us to expand our product and services offering. In May, 2022, BS Holding incorporated PagInvest Corretora de Títulos e Valores Mobiliários Ltda., or PagInvest, which is organized in Brazil and provides financial services related to financial market.

In November 2017 we set up a FIDC. The PagSeguro Brazil owns 85% of the FIDC's subordinated quotas and PagSeguro Digital 15%, in accordance with Brazilian law, the FIDC may use between 50% and 100% of its capital to purchase merchant receivables. The FIDC is used to finance the early payment of receivables of our merchants. Our remuneration from the early payment of receivables feature continues to be reflected as financial income in our consolidated financial statements. We do not expect the establishment of the FIDC to impact the discount rate we charge in connection with the early payment of receivables feature or the expenses we incur to obtain early payment of receivables from card issuers and acquirers. The FIDC is a common structure for Brazilian payment providers who offer early payment of merchants' receivables. In addition to broadening our financing options for this feature generally, it reduces certain regulatory constraints since the FIDC structure is specifically designed for this financing activity under Brazilian law. For further information regarding our early payment of receivables feature, see "Our Products and Services—The Free PagBank Digital Account—The PagSeguro Ecosystem—Early payment of installment receivables."

In March 2021, we incorporated a holding company under PagSeguro Digital called PagSeguro Holding Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands. Additionally, during the third quarter of 2021, four new subsidiaries were set up under PagSeguro Holding Ltd., which include PagSeguro Chile SPA, PagSeguro Colombia S.A.S, PSGP México S.A de C.V. and PagSeguro Peru S.A.C.

In December 2022, PagSeguro Biva Correspondente Bancário Ltda. was incorporated into PagSeguro Biva Serviços Financeiros Ltda.

The chart below shows our corporate structure, including our wholly-owned and majority owned subsidiaries, as of the date of this annual report:



(*) Shares delivered under the LTIP and LTIP – Goals, which also composes Pagseguro Digital Ltd.
(**) Refers to total capital; UOL directly holds 85,90% of our voting capital.
(***) For more details on the subsidiaries, please refer to "Item 4. Information on the Company," subtopic "History and Development of the Company"

4. Property, plant and equipment

4.1. Our facilities

We do not own any real estate. We lease our head office directly from a third-party, and we directly rent a number of other smaller offices in Brazil directly from third parties. For our other office space and the operations center in São Paulo, we either lease the space on market terms on an arm's-length basis from UOL or its affiliates, or we use the space provided by UOL or its affiliates on a cost-sharing basis through an expense apportionment agreement entered into between us and UOL or the relevant affiliate. For more information on this agreement, see "Item 7. Major Shareholders and Related Party Transactions—Related Party Transactions—Agreements with UOL and UOL Subsidiaries—Cost-Sharing Agreements." We also lease other office for our subsidiaries.

4.2. Other equipment

The majority of our equipment consists of POS devices, which made up 86.8% of our equipment costs in 2023. The rest of our equipment consists of data processing equipment, machinery, building leasing, facilities and furniture and fittings.

4.3. Intellectual property

We regard the protection of our trademarks, copyrights, logos, service marks, trade dress, domain names, patents and trade secrets as critical to our future success. To establish and protect our proprietary rights in our products and services, we rely on a combination of trademark, copyright, service mark, patent and trade secret laws, administrative procedures and contractual restrictions. We have entered into confidentiality and invention assignment agreements with our employees and certain outside contractors. We have also established non-disclosure agreements with our employees, strategic partners and some suppliers in order to limit access to and disclosure of our proprietary information and technology.

We actively pursue registration of our trademarks, copyrights, logos, service marks and domain names. We have registered or applied for registration of trademarks with the Brazilian National Institute of Industrial Property (Instituto Nacional da Propriedade Industrial, or INPI) including, among others, the trademarks and logos of "PagSeguro," "PagBank," "Moderninha," "Minizinha," "PlugPag," "PagInvest" and "PagVendas". We have also registered several domain names with NIC.br, Brazil's internet domain name registry, and domain registrars in the United States and elsewhere, including "pagseguro.com.br," "pagseguro.com," "moderninha.com.br," "moderninhapro.com.br," "moderninhax.com.br," "moderninhaplus.com.br," "moderninhapro2.com.br," "moderninhasmart.com.br," "minizinha.com.br," "minizinhachip.com.br," "minizinhanfc.com.br," "boacompra.com.br," "pagbank.com.br," "pagbank.com," "paginvest.net" and "paginvest.com.br". We own or have the right to use all of the material intellectual property that we use.

We have material contracts with Visa and MasterCard in connection with our activities as an acquirer for these card schemes. Our Visa Payment Arrangements Participation and Trademark License Agreement, dated as of August 24, 2015 and amended on July 3, 2017, between Visa do Brasil Empreendimentos Ltda. and PagSeguro Brazil, sets forth the general terms and conditions under which PagSeguro Brazil acts as a merchant acquiring principal participant for Visa in Brazil and provides PagSeguro Brazil with a non-exclusive and non-transferable license to use certain trademarks owned by Visa in connection with its activities as an acquirer in Brazil. Under this agreement, PagSeguro Brazil is exclusively responsible for all the costs and risks associated with its participation as a merchant acquiring principal, and fees payable to Visa under this agreement is determined by the standard payment terms set forth in the Visa Core Rules and Visa Product and Service Rules, available on Visa's website. Our License Agreement, dated as of June 18, 2015 and as amended from time to time, between MasterCard International Incorporated and PagSeguro Brazil sets forth the general terms and conditions under which MasterCard grants PagSeguro Brazil a non-exclusive license to use certain trade names, trademarks, service marks and logotypes (including MasterCard, Cirrus and Maestro branded marks) in Brazil in connection with PagSeguro Brazil's issuing and acquiring activities. No consideration is due to MasterCard under this agreement.

We operate software products under licenses, including certain open-source licenses, from our vendors, including, among others, Verifone, Oracle, Feedzai and Cisco. Even if any such third-party technology did not continue to be available to us on commercially reasonable terms, we believe that alternative technologies would be available as needed in every case.

The standard online contract entered into between us and our merchants when they open a free PagBank digital account provides a limited, non-transferable license to certain of our proprietary rights, such as our name and logo, for use by our merchants for commercial purposes. We expect to continue this practice in the future as part of our marketing strategy. While we attempt to ensure that our licensees maintain the quality of the PagSeguro brand, they may take actions that could materially adversely affect the value of our proprietary rights or reputation.

For information about risks affecting our intellectual property, see "Item3. Key Information—Risk Factors—Risks Relating to our Business and Industry—We have only a limited ability to protect our intellectual property rights, which are important to our success."

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion should be read in conjunction with our audited consolidated financial statements and the notes thereto included elsewhere in this annual report, as well as the data set forth in "Item 3. Key Information—Selected Financial and Operating Data." The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this annual report, particularly in "Item 3. Key Information—Risk Factors."

Operating and Financial Review and Prospects

Overview

We are a disruptive provider of financial technology solutions focused primarily on consumers, individual entrepreneurs, micro-merchants, small companies and medium-sized companies, or SMEs, in Brazil. Among our peers, we are the only financial technology provider in Brazil whose business model covers all of the following six pillars:

- multiple digital banking solutions;
- in-person payments via POS devices that provide to merchants;
- free digital accounts that we provide to our consumers and merchants with functionalities such as bill payments, top up prepaid mobile phone, Uber, Spotify or Google Play credits, wire transfers, peer to peer cash transfers, prepaid credit cards, cash cards, debit and credit cards, loans, investments, QR code payments, and payroll portability, among other digital banking services;
- issuer of prepaid, cash, debit and credit cards;
- operate as a full acquirer; and
- operate as a cross-border Payment service provider (PSP).

Our end-to-end digital ecosystem enables our merchants not only to accept payments, but also to grow and manage their businesses. Before PagSeguro, many of these individual entrepreneurs and SMEs were overlooked or underserved by incumbent payment providers and large financial institutions in Brazil. For example, according to a survey conducted by us in December 2022, 52% of merchants who own our entry-level mPOS device, the Minizinha, did not accept card payments prior to signing up with PagSeguro. We offer safe, affordable, simple, mobile-first solutions for merchants to accept payments and manage their cash through their free PagBank digital accounts, without the need for a bank account. Our digital banking ecosystem features our free PagBank digital account, under the brand PagBank, and offers 40 payment methods and thirteen cash-out options including bill payments, top up prepaid mobile phone, several partnerships available in PagBank app such as Uber, iFood, Play Station, Xbox, among others, wire transfers, peer to peer cash transfers, prepaid credit cards, cash cards, loans, investments, QR code payments, and payroll portability, among other digital banking services. Our free PagBank digital account serves both consumers and merchants.

Financial Presentation and Accounting Practices

For information on our consolidated financial statements, see "Presentation of Financial and Other Information."

Principal Factors Affecting Our Financial Condition and Results of Operations

We believe our operating and business performance is driven by various factors that affect the global and Brazilian economy, the Brazilian digital payments market, trends affecting the broader Brazilian financial technology solutions industry, and trends affecting the specific markets and customer base that we target, particularly micro-merchants and SMEs in Brazil. The following key factors may affect our future performance.

Adoption of our digital payment services and POS devices, and usage of our early payment of receivables feature

We believe our digital platform, digital payment services and POS devices are the foundation of our relationship with our clients. We generate revenue through the commissions and other fees that we charge for electronic payment intermediation, as well as fees for other services and revenues from the provision of POS devices and related items, and we generate financial income through the early payment of receivables feature that we offer our merchant clients. We intend to continue to drive growth in our digital payment services, POS devices and early payment of receivables feature by scaling our solutions to meet the needs of our clients.

Our digital payment solutions and POS devices are the principal way in which our clients become familiar with our full range of products and services. We seek to leverage the familiarity generated by these services, features and devices to encourage merchants to sign up for our other services, which can help them increase their sales and, in turn, generate incremental revenue for us. As a result, the number of new merchants who adopt our digital payment services and purchase our POS devices will affect our growth.

Furthermore, our customer base consists primarily of micro-merchants and SMEs, who tend to generate relatively high levels of early payment of receivables from installment transactions in order to fulfill their working capital needs. These micro-merchants and SMEs are at the core of our strategy. In the future, however, as we sign up a greater proportion of larger merchants, we expect early payment to represent a smaller relative proportion of our overall results, since larger merchants tend to request significantly lower volumes of early payment, given their easier access to alternative funding. Hence, we believe that while our financial income will continue to increase in absolute terms as our client base grows, it may decrease as a proportion of our Total revenues and income in the medium and longer term.

Increased use of credit and debit cards and expanded digital payments network

The results of our operations depend significantly on the use of credit and debit cards to make digital payments in Brazil. According to ABECS, credit, debit and prepaid cards transactions accounted for 57% of household consumption in 4Q2023 in Brazil, totaling R$ 3.7 trillion. Credit, debit and prepaid card transaction volume in Brazil has increased at a compound annual growth rate of 18% from 2016 to 2023 according to ABECS, in which 64% of the transactions volume corresponds to credit card transactions and 27% corresponds to debit card transactions. According to ABECS estimates, 2024 is expected to have between R$ 4.05 and R$ 4.12 trillion in card volume, representing an increase of 8.5% to 10.5%.

According to ABECS, online purchases made up only 33% of the total credit card transactions volume in Brazil in 2023, an increase of 4% from 29% in 2019, illustrating the potential for expansion of online payments in Brazil.

Our results of operations depend in part on consumers' widespread acceptance and use of the internet as a way to conduct commerce and financial transactions. E-commerce is also under penetrated compared to e-commerce levels in more developed economies. According to eMarketer, Brazil's e-commerce totaled approximately US$70 billion in 2023 and accounted for 10.9% (an increase from 5.9% in 2019) of the US$639 billion in retail sales for the year, compared to 19.4% worldwide in 2023. Purchases made through mobile devices (m-commerce) reached approximately US$42 billion and accounted for 61% (from 39% in 2019) of all online (e-commerce) retail sales in Brazil in 2023.

Since we view commerce via mobile devices as a key driver of growth going forward, we focus on maintaining a mobile-first digital platform, and we design our solutions on a mobile-first basis so that our merchants can be always self-sufficient.

Further afield, Latin America's retail industry proved resilient amid two years of market volatility caused by the pandemic. By the end of 2021, retail sales were well on their way to a full recovery from 2020, and healthy increases are expected to be seen, retail e-commerce sales in Latin America are expected to grow at a double-digit annual rate until 2026, according to eMarketer.

In 2023, considering the worldwide economy, total retail sales increased 6.0%, retail e-commerce Sales grew 15.4% and retail m-commerce sales grew 19.0%. In its turn, in Latin America, total retail sales increased 7.2%, retail e-commerce Sales grew 16.4% and retail m-commerce sales grew 19.9%.

In addition, according to eMarketer's Latin America Mobile Payment Users report, proximity payment penetration in Brazil reached 25% of smartphone users in 2023. This is higher than the penetration rate in Mexico (17%). According to eMarketer, Brazil had 30 million proximity payment users in 2023, representing a 114% increase from the 14 million proximity payment users observed in 2019.

Furthermore, according to the most recent data included in The Global Payments Report 2023 by Worldpay from FIS, released in March 2023, consumer use of credit cards remains strong, while sources of credit are diversifying and they are increasingly paying via credit card funded digital wallets, BNPL and POS financing offered by banks, fintechs and merchants. For Latin American countries, they expect that digital wallets will increase from 21% to 28% of e-commerce payment volumes by 2026, almost reaching the share of credit cards (which will decrease from 35% to 29%). Globally, digital wallets are extending their omnichannel dominance, being already the leading payment method and remaining among the fastest growing methods. The projections are that digital wallets will increase from 49% to 54% of global e-commerce payment volumes by 2026 with decline in credit cards (from 20% to 16%) and debit cards (from 12% to 10%). Nevertheless, digital wallets and credit and debit cards will still account for 80% of e-commerce global spend by 2026. Buy Now, Pay Later (BNPL) is expected to gradually keep gaining market share, from 5% in 2022 to 6% by 2026, according to FIS Worldpay.

Launch of new products and services and cross-selling to our clients

We strive to stay on the cutting edge of the financial technology solutions industry by developing and launching new products and services to offer to both new and existing clients and intend to continue to invest in product development to build new products and services and to bring them to market. This allows us to continue to meet the needs of our clients, as these needs grow and change over time. While we expect our total expenses to increase in the short term as we plan for growth, we expect our expenses to decline as a percentage of our Total revenue and income over the medium term as these investments benefit our business and our business grows.

Our existing clients represent a sizable opportunity to cross-sell products and services with relatively low incremental marketing and advertising expenses for us. We believe that our range of services, many of which can be used for both business and personal needs, represents an opportunity to further increase engagement with our existing clients. We plan to continually invest in product development so as to maintain and increase the attractiveness of our products and services. To the extent that we are able to cross-sell these products and services and develop and introduce new products and services to our existing clients and attract new clients, we expect our revenues and financial income to continue to grow and our margins to increase.

Marketing and advertising

For information regarding our marketing and advertising, see "Item 4. Information on the Company—Sales and Marketing."

Merchant size

We benefit from our primary focus on micro-merchants and SMEs, who we believe were overlooked or underserved by incumbent payment providers and large financial institutions in Brazil before PagSeguro. As our existing merchants grow and as we serve increasingly larger merchants we expect our TPV to grow accordingly, while we will remain focused on micro-merchants and SMEs. In addition to payments solutions, we are serving our micro merchants and SMEs with evolving day-to-day banking solutions, that should increase the revenue and profitability of our client base. Serving an increasing number of larger merchants also presents an opportunity to cross-sell value-added services and features such as accounting reconciliation, which generate incremental revenues and margin with low or no customer acquisition costs.

Consumer adoption of our products and services

Many of our products and services reach consumers directly. Our escrow period service for consumer protection and mediation services make e-commerce safer for consumers. Our complete and free of charge digital banking solutions is an attractive alternative for consumers who do not have bank accounts or are underserved by traditional banking institutions, with such consumers already representing almost half of the PagBank active customer base. We have made significant investments in the development of these consumer-facing products and services, and our ability to grow our consumer network going forward will be important for strengthening our ecosystem and driving our growth.

Currency fluctuations

We do not generate material revenues in foreign currencies that could substantially affect our results of operations. Certain of our expenses and capital expenditure are subject to currency fluctuation, as the prices of the POS devices we purchase are set in U.S. dollars (both for the devices we imported from outside Brazil prior to mid-2015, and for the locally-made devices we have been purchasing since then).

Inflation

Inflation, government policies adopted to curb inflationary pressures and uncertainties regarding possible future governmental intervention have contributed to economic uncertainty in Brazil. According to the National Consumer Price Index (Índice Nacional de Preços ao Consumidor Amplo), or IPCA, Brazilian inflation rates are 3.93%, as of March 2024 considering the accumulated inflation for the last 12 months, and were 4.62%, 5.79%, 10.06% and 4.52% in 2023, 2022, 2021 and 2020, respectively. The SELIC interest rate, the Central Bank's overnight rate, reached a high point of 14.25% p.a. in 2016, before a series of rate reductions in 2017, bringing the SELIC interest rate down to 7.00% p.a. as of December 7, 2017, where it remained at year-end 2017. The COPOM reduced the SELIC interest rate to 6.75% p.a. on February 7, 2018, and further reduced it to 6.50% p.a. on March 21, 2018. In 2019, the COPOM reduced the SELIC interest rate further to 4.5% p.a. As of December 31, 2020, the SELIC interest rate was 2.0% p.a. The Central Bank gradually raised the SELIC interest rate in 2021, accelerating the pace of interest rate spikes reaching 9.25% p.a. at the end of 2021. In early 2022, the COPOM raised interest rates again, reaching 11.75% p.a. in April 2022 and raised the interest rates again on May 4, 2022 and June 15, 2022 to 12.75% p.a. and 13.25% p.a., respectively. On August 3, 2022, the COPOM increased the interest rate to 13.75% p.a. On September 20, 2023 the COPOM decreased the interest rate to 12.75% and on November 1, 2023 further decreased the interest rate to 12.25%. Continuing a trend of declining interest rates, the COPOM further decreased the interest rate to 11.75% and 11.25% on December 13, 2023 and January 31, 2024, respectively. On March 20, 2024, the COPOM further decreased the interest rate to 10.75% and has not revised this rate as of the date hereof. For more information, see "Brazilian political environment and macroeconomic conditions, interest rates, consumer credit and consumer spending" and "Item 3. Key Information—Risk Factors—Risks Relating to Brazil—Inflation and certain measures by the Brazilian government to curb inflation have historically harmed the Brazilian economy and Brazilian capital market, and high levels of inflation in the future would harm our business and the price of our Class A common shares."

Inflation has a direct effect on our contracts with certain suppliers, such as telecommunications operators, whose costs are indexed to the IPCA, and data processors, whose labor costs are adjusted according to inflation. While inflation may cause our suppliers to increase their prices, we are generally able to offset this effect by increasing the prices we charge for our products and services.

When merchants adjust their prices for inflation, the purchasing power of consumers may be reduced, which may adversely affect our revenue if it results in a reduction in the number and volume of transactions. However, if our merchants raise their prices due to inflation, the amount we receive on each transaction also increases.

Pricing and revenue mix in our payment processing services

We generate revenue in the form of commissions and fees on the capture, transmission, processing and settlement of transactions carried out using credit, debit and meal voucher cards, as well as fees for other services. Credit and debit cards generate commissions in the form of the merchant discount rate, or MDR, which is a commission withheld by us from the transaction value paid to the merchant. The MDR we charge may vary over time and we may make different commercial offers for different services or for larger clients. However, overall, the MDR for debit cards is lower than that for credit cards. Our current standard MDR rates are 1.99% for POS debit card transactions. The MDR rates for credit card transactions vary according to whether the merchant has opted for the same-day, or 14-day or 30-day payment service under our payment date election service. For merchants who select the same-day payment date election, the standard MDR is 4.99% for POS credit card transactions not paid in installments and 5.59% for POS credit card transactions paid in installments. For merchants who select the 14-day payment date election, the standard MDR is 3.99% for POS credit card transactions not paid in installments and 4.59% for POS credit card transactions paid in installments. For merchants who select the 30-day payment date election, the standard MDR is 3.19% for POS credit card transactions not paid in installments and 3.79% for POS credit card transactions paid in installments. For online transactions, the standard MDR is 3.99% for merchants who select the 14-day payment date election or who have a verified account and select a two-day payment date election, and 3.19% for merchants who select the 30-day payment date election. Payments made using meal voucher cards and other payment methods generate per-transaction or percentage commissions at various rates. Our revenues are therefore impacted by the mix of these types of services that we sell, as well as any changes in the pricing for each service.

We face competition in all of our payment services and provision of POS devices, and we expect this competition to intensify in the future. For further information, see "Item 3. Key Information—Risk Factors—Increasingly intense competition may harm our business." In addition, we currently offer lower pricing to certain of our clients who generate higher TPV, and we may be required to extend this pricing to other clients as our merchant base expands to include a greater proportion of larger merchants.

Financing of our early payment of merchants' receivables feature

We receive significant financial income from offering our merchants the option to obtain early payment of their receivables from credit card installments. We also incur significant financial expenses in order to fund this optional feature. Through the date of our IPO, we funded this feature (i) principally by obtaining early payment of note receivables due to us from the card issuers and acquirers, enabling us to provide the related early payment to merchants, as well as (ii) through our general third party borrowings, issuing CD's or other financial options through BancoSeguro or PagSeguro and own capital. Our ability to maintain adequate funding for the early payment feature is important for our operations and future income generation. For further information, see "Principal Components of Our Results of Operations—Financial Expenses."

Interchange fees

We rely on card issuers and card schemes to process our transactions, and we are required to pay fees for this service. In addition, although we are accredited as an acquirer, we also use third-party acquirers. From time to time, card schemes such as MasterCard and Visa may increase the interchange fees that they charge for each transaction using one of their cards. Credit card schemes have the right to pass any increases in interchange fees on to us as well as increase their own fees for processing. In addition, card schemes have imposed and may again impose special assessments for transactions that are executed through a "digital wallet," and these fees could particularly affect us and significantly increase our costs. Although our standard contract with our merchant clients allows us to adjust our rates and tariffs at our discretion by notice to the merchant, our ability to vary our pricing remains subject to a variety of factors, including competition from other payment providers, market conditions and, in certain cases, direct price negotiations with the merchant. As a result, we may not necessarily be able to pass through all interchange and processing fees to our merchant clients and increases in these fees may therefore increase our Cost of sales and services and reduce our margins.

In connection with our acquiring business operations, the interchange fee, which we record as Transaction costs within Cost of sales and services, has the potential to affect our margins. An increase in interchange fees will result in an increase in our Cost of sales and services and if we cannot pass the interchange fees onto customers via a corresponding increase in MDR, our margin will also be affected. Currently, the difference between interchange fees and the MDR we charge is less for debit card transactions than for credit card transactions, so our margins on credit card transactions are greater. We cannot predict if or when the card schemes will increase their interchange fees, or what the amount of any such increases may be. For further information, see "Item 3. Key Information—Risk Factors—Risks Relating to Our Business and Industry—We partially rely on card issuers or card schemes to process our transactions. Changes to credit card scheme fees, rules or practices may harm our business."

In connection with our issuing business operations, we earn interchange revenues that vary according to the type of card that we issue to our customers (a credit, debit or prepaid card). These interchange fees are subject to the terms defined by the card schemes, and in certain cases, these fees may also be subject to terms defined by the established card schemes and in certain cases, these fees may also be subject to terms defined by regulator. Thus, our business and financial condition may be negatively affected by the terms of interchange fees established by card schemes and regulator.

As our payments ecosystem, merchant services and banking solutions include both acquiring and issuing business operations, the variations to interchange rates that may negatively affect one side of the business, may also positively affect the other side of the business. However, this correlation does not guarantee that we will not experience a negative impact on our overall financial condition as a result of variations in the interchange rates and payment methods utilization mix.

Brazilian political environment and macroeconomic conditions, interest rates, consumer credit and consumer spending

Substantially all of our operations are located in Brazil. As a result, our revenues, financial income and profitability are affected by political and economic developments in Brazil and the effect that these factors have on the availability of credit, disposable income, employment rates and average wages in Brazil. Our operations, and the financial technology solutions industry in general, are particularly sensitive to changes in economic conditions.

Our Total revenue and income are affected by levels of consumer spending, interest rates and the expansion or retraction of consumer credit in Brazil, each of which impact the number and overall value of payment transactions. The interest rates charged on consumer credit transactions have an indirect effect on us to the extent that lower interest rates can lead to increases in private consumption, and therefore increases in the number of credit and debit card transactions or decreases in the number of installments consumers elect when making a purchase. Increases in interest rates, on the other hand, may lead to a decrease in private consumption or an increase in the number of installments consumers elect when making a purchase. Increases in interest rates may also cause fewer merchants to decide to use our early payment of receivables feature if our overall financing costs require us to increase the discount rate we charge for this feature.

The recent economic instability in Brazil has contributed to a decline in market confidence in the Brazilian economy as well as to a deteriorating political environment. For more information, see "Item 3. Key Information—Risk Factors—Risks Relating to Brazil— Ongoing political instability may adversely affect our business, results of operations and the trading price of our Class A common shares."

According to the SEBRAE report published in 2021 ("Pesquisa SEBRAE Uso da Maquininha"), 56% of small entrepreneurs in Brazil have POS devices, of which PagSeguro holds the market leadership with 34% of these POS devices. According to the same report, PagSeguro is the leader among MEIs, with 37%, surpassing the other four competitors combined. Furthermore, according to the same report, 60% of entrepreneurs are served by only one acquiring company. This illustrates the potential for us to provide additional financial services in this segment, which is underserved by the banking sector. We believe that a significant portion of this underserved sector is due to the number of unbanked and underbanked people, who constitute one of the main target sectors for us.

According to data provided by the IBGE (PNAD), the Central Bank (*CCS - Cadastro de Clientes do Sistema Financeiro*) and internal estimates, 2.3 million Brazilians of working age (1.3% of all Brazilian adults) still did not have a bank or relationship bank account (unbanked) in December 2023. However, and more importantly, another estimated 20 million (11.4% of all Brazilian adults) have incomplete or inadequate access to financial services (underbanked), for example, and only possess a savings accounts or basic bank packages for payroll or deposit accounts, totaling 22.3 million (13% of Brazilian adults) who are at most underbanked in Brazil, reinforcing the still existing potential for innovative digital banks to compete with incumbents.

The following table shows data for real GDP, inflation and interest rates in Brazil and the U.S. dollar/real exchange rate at the dates and for the periods indicated.

	For the Years Ended December 31,									
	2023		2022		2021		2020		2019	
Real growth (contraction) in gross domestic product	2.9	%	3.0	%	4.8	%	(3.3)	%	1.2	%
Inflation (IGP-M)(1)	3.2	%	5.5	%	17.8	%	23.1	%	7.3	%
Inflation (IPCA)(2)	3.8	%	5.8	%	10.1	%	4.5	%	4.3	%
Long-term interest rates – TJLP (average)(3)	6.6	%	6.8	%	4.8	%	4.5	%	6.2	%
CDI interest rate (average)(4)	13.2	%	12.5	%	4.5	%	2.8	%	5.9	%
LIBOR(5)	5.5	%	3.4	%	0.3	%	0.7	%	2.4	%
Period-end exchange rate—reais per US$1.00	4.93		5.28		5.57		5.20		4.03	
Average exchange rate—reais per US$1.00(6)	5.00		5.17		5.40		5.16		3.95	
Change in average exchange rate of the real vs. US$	3.2	%	4.3	%	(4.6)	%	(30.8)	%	(7.9)	%
Average unemployment rate(7)	8.0	%	9.3	%	13.2	%	13.8	%	12.0	%

Source: FGV, IBGE, Central Bank and Bloomberg

(1) Inflation (IGP-M) is the general market price index measured by the FGV.
(2) Inflation (IPCA) is a broad consumer price index measured by the IBGE.
(3) TJLP is the Brazilian long-term interest rate (average of monthly rates for the period).
(4) The CDI interest rate is an average of interbank overnight rates in Brazil (daily average for the period).
(5) Average US dollar three-month London Interbank Offer Rate.
(6) Average of the exchange rate on each business day of the period.
(7) Average unemployment rate for year as measured by the IBGE.

The performance of the Brazilian economy was unexpected and positive in 2023, with the slowdown in inflation and interest rates beginning to decrease in the second half of 2023. Despite reform approvals, the political environment remains characterized by high levels of uncertainty and instability. For further information, see "Item 3. Key Information—Risk Factors— Risks Relating to Brazil— Ongoing political instability may adversely affect our business, results of operations and the trading price of our Class A common shares."

Our business has grown rapidly, driven by new clients and increased TPV, with our Total Revenue and Income increasing to R$15,948.4 million in 2023 from R$15,334.9 million in 2022 and R$10,448.7 million in 2021. In addition to continuing to grow our client base, we believe that our business model will allow us to benefit from Brazil's economic growth potential, particularly among micro-merchants, SMEs and individuals without bank accounts or underserved by traditional banking institutions.

Seasonality

For information regarding our seasonality, see "Item 4. Information on the Company—Seasonality."

ITEM 5C. RESEARCH AND DEVELOPMENT, PATENT AND LICENCES

For more information on our research and development and intellectual property, see "Item 4. Information on the Company—Product Development and Technology," and "Item 4. Information on the Company—Intellectual Property."

ITEM 5D. TREND INFORMATION

We believe that demand for our products and services will remain strong in coming years, since our addressable market remains significant. We believe that this market opportunity will continue to fuel volume growth in our business, supported by increasing levels of penetration and usage of credit cards among the Brazilian population and the introduction of new products and services. However, our results are subject to uncertainties related to the Brazilian economic, political outlook, the ongoing war in Ukraine and the recent conflict in the Middle East and their impacts on global markets and international relations, especially with the increase in sea freight prices and operating costs that occurred at the beginning of 2024.

Furthermore, after the global economic downturn triggered by the COVID-19 pandemic, the Brazilian economy in 2020 suffered a contraction of 3.3% in GDP. At the end of 2020 and especially during the beginning of 2021, government stimulus packages, credit growth, and the gradual reopening of the retail and services industries allowed the economy to recover, which intensified at the end of 2021, after the successful vaccination campaign against COVID-19, leading to GDP growth of 4.8% in 2021, 3.0% in 2022 and 2.9% in 2023, mainly due to the growth in family consumption and a resilient job market, from a demand point of view.

At this time, we have not faced any material impairment of our assets and we do not believe we will not be able to continue as a going concern for at least the next 12 months based on our current liquidity and current working capital levels.

In 2023, core and headline inflation began to decelerate in Brazil, contributing to the decline in interest rates. Regarding the fiscal situation in the country, a fiscal framework was approved by the Brazilian Congress in 2023, along with a series of measures to increase revenue and the Tax Reform. All these elements benefited the economic activity and contributed to a 2.9% growth in Brazil's GDP in 2023. The year 2024 promises a reduction in interest rates, a continued decrease in inflation until the desired target level is reached, and the prospect of increased investments.

On the international scene, the slowdown in the Chinese economy posed challenges for exporters. At the same time, throughout the year, the ongoing war between Ukraine and Russia, as well as the conflict in the Middle East, raised concerns, especially with the fear that these conflicts would spread to other regions that are significant oil producers. This topic is still a cause for major global uncertainty.

Regarding the COVID-19 pandemic in Brazil, official data indicated a notable stability in the number of new infections. Throughout 2023, there was a significant decline in the average number of infections recorded, and the mortality rate remained controlled as a result of the successful vaccination campaign observed since 2021. As for the indicators of the COVID-19 pandemic in the rest of the world, its evolution took place in a similar way. In May 2023, the World Health Organization (WHO) announced a change in the status of COVID-19, which was no longer classified as a Public Health Emergency of International Concern (PHEIC).

New Accounting Pronouncements Effective for Periods Beginning on or After January 1, 2023

Certain IFRS accounting pronouncements became effective for periods beginning on or after January 1, 2023. The nature and effect of these changes did not have material impacts on our audited consolidated financial statements. For further information, see Note 2.21 and Note 2.22 to our audited consolidated financial statements.

Accounting Pronouncements Issued but Not yet Effective

The new and amended standards and interpretations that are issued, but not yet effective, up to the date of issuance of the consolidated financial statements are disclosed below. The Company intends to adopt these new and amended standards and interpretations, if applicable, when they become effective.

- Amendment to IAS 1 "Presentation of Financial Statements": issued in May 2020 and 2022, with the objective of clarifying that liabilities are classified as current or non-current, depending on the rights that exist at the end of the period. The classification is not affected by the entity's expectations or events after the reporting date (eg, receipt of a waiver or breach of covenant). The amendments also clarify what "settlement" of a liability refers to under IAS 1. The amendments to IAS 1 are effective as of January 1, 2024. The Group did not identify material changes in the financial results.

- Amendments to IFRS 16 – The amendments to IFRS 16 specify that, in measuring the lease liability subsequent to the sale and leaseback, the seller-lessee determines 'lease payments' and 'revised lease payments' in a way that does not result in the seller-lessee recognizing any amount of the gain or loss that relates to the right of use that it retains. This could particularly impact sale and leaseback transactions where the lease payments include variable payments that do not depend on an index or a rate. The amendments to IFRS 16 are effective as of January 1, 2024. The group did not expect material changes in the financial results.
- Amendments to IAS 7 and IFRS 7 – The objective of the amendments to IFRS 7 is to provide information about SFAs that enables investors to assess the effects on an entity's liabilities, cash flows and the exposure to liquidity risk. The amendments to IAS 7 are effective as of January 1, 2024. The group did not expect material changes in the financial results.

Principal Components of Our Results of Operations

The following is a summary of the items comprising our statements of income:

Total revenue and income

Our Total revenue and income consists of the total of our Revenue from transaction activities and other services, Financial income and Other financial income.

Revenues

We generate revenues from transaction activities and other services. In each case, our revenues consist of gross revenues less deductions from those revenues.

Revenue from transaction activities and other services

Our Revenue from transaction activities and other services consists of Gross revenue from transaction activities and other services, less deductions from those gross revenues.

Our main source of Gross revenue from transaction activities and other services is commissions and fees on the capture, transmission, processing and settlement of transactions carried out using credit, debit and meal voucher cards and fees for other services. We have the primary responsibility for providing the services to our clients and we also directly set the prices for such services, independently from the related transaction costs agreed between us and the card schemes or card issuers. Since we have primary responsibility for providing our merchant clients with the intermediation service, and we have price discretion to adjust the rates and tariffs we charge merchants, we are the principal in the intermediation transaction. We therefore recognize our transaction fees as revenue on a gross basis, and we recognize the transaction costs separately as discussed below. Depending on the type of cash-in payment or transaction, these commissions and fees consist of the MDR, which is a commission withheld by us from the transaction value paid to the merchant, or other commissions or per-transaction fees. This line item also includes the fees we charge for other services, such as revenues received from the one-time and non-refundable membership fee that we began charging merchants on September 1, 2019 in order to simplify inventory control and the acquisition of POS devices by our clients. We recognize revenues from these commissions and fees when the purchase is approved by the card issuer, in the case of cash-in payments made via payment cards; when the transaction is carried out, in the case of payments made via other cash-in payment methods; or in the case of services, when the service, is rendered.

Our membership fee arrangement is currently for an indeterminate period and does not change the way our clients access our POS devices. We currently offer the Minizinha NFC for a price of 12 monthly installments of R$1.90, the Minizinha Chip 3 (which we launched in July 2019) for a price of 12 monthly installments of only R$6.90, the Moderninha Plus for a price of 12 monthly installments of R$9.90, the Moderninha Pro 2 (which we launched in December 2019) for 12 monthly installments of R$18.90, the Moderninha Smart (which we launched in October 2018) for 12 monthly installments of R$24.90, and the Moderninha X (which we launched in October 2019) for a price of 12 monthly installments of only R$23.90. Prior to the introduction of this membership fee, we recognized revenue from the sale to merchants of our POS devices under Revenue from sales, as discussed under "—Revenue from sales" below.

The amounts deducted from our Gross revenue from transaction activities and other services consist principally of the applicable Brazilian sales taxes and social security contributions: service tax (Imposto sobre Serviços, or ISS); contributions to the Brazilian government's Social Integration Program (Programa Integração Social, or PIS); and contributions to the Brazilian government's social security program (Contribuição para o Financiamento da Seguridade Social, or COFINS). We are required to collect each of these on our transaction activities and other services.

Financial Income

As described under "Item 4. Information on the Company—Our Products and Services—Cash-in Solutions—Credit Cards," our early payment of receivables feature consists of paying our merchants their installment receivables upfront when consumers paying by credit card choose to pay the merchant in installments. We account for the remuneration from this feature as Financial income. This Financial income makes up a significant portion of our overall Total revenue and income.

Our remuneration from the early payment of receivables feature consists of a discount that we withhold from the transaction value of the receivables that we pay to merchants in advance. We recognize this discount as Financial income (separate from and in addition to the MDR fee for the payment processing transaction, which we recognize as Gross revenue from transaction activities and other services). We recognize the discount amount as Financial income at the time a sale transaction is approved involving a merchant who has opted to receive early payments of the receivables from their credit card installment sales. The discount that generates our Financial income relates only to the early payment of the second and successive installments of the purchase; the first installment is not paid early as it is disbursed to the merchant within the normal billing cycle, so it does not generate remuneration in the form of Financial income (although it does generate MDR, which is recognized as Gross revenue from transaction activities and other services).

In addition, the Financial income line item does not include the fees we charge for the merchant's payment date election within the monthly billing cycle, which are part of the MDR and are accounted for in Gross revenue from transaction activities and other services.

Our Financial income relates to early payments to merchants of amounts related to receivables from purchase transactions that have been approved by the card issuer and the card scheme.

The financial expenses we incur in funding this early payment of receivables feature are accounted for in our Financial expenses, discussed below.

For more information regarding our early payment of receivables feature and the FIDC that we established in the fourth quarter of 2017 to finance a portion of our related Financial expenses, see "Item 4. Information on the Company—Our Products and Services—Advanced Integrated Functionalities and Value-Added Services and Features—Early Payment of Receivables."

Other Financial Income

Our Other financial income consists principally of interest generated by bank savings accounts and by deposits, we make with Brazilian courts, known as judicial deposits, which guarantee any compensation we may be required to pay in litigation matters.

Our Other financial income also includes our gain of foreign exchange variations, i.e., the gain on our assets and liabilities related to the appreciation or depreciation of the real against foreign currencies, which has limited impact on our cash position.

Cost of Sales and Services

Our Cost of sales and services represents the amounts that make up the cost of the services and devices we offer. These amounts are divided into Transaction costs, Marketing and advertising, Personnel expenses, Financial expenses, Chargebacks, Depreciation and amortization and Other costs. For further information on these costs, see Note 24 to our audited consolidated financial statements.

- Our Transaction costs consist of interchange fees set by card schemes that are owed to the issuer of the card; assessment fees owed to card schemes; fees paid to third-party payment processors; fees paid to acquirers; and bank settlement fees. All of our Transaction costs are accounted for within our Cost of sales and services. Since we are the principal in the intermediation transaction, we recognize the transaction costs that we pay to third parties, such as card schemes and card issuers who process these transactions, within our Cost of sales and services separately from the transaction fees we receive, which we recognize on a gross basis. The transaction costs are agreed between the card schemes or card issuers and us, independently from the fees we charge our merchant clients.
- Our Marketing and advertising expenses are divided between our Cost of sales and services as well as our Selling expenses. Of this total, the portion of Marketing and advertising that is accounted for within our Cost of sales and services relates to customer support.
- Our Personnel expenses consist of wages, overtime, benefits (such as meal vouchers, transportation vouchers and medical insurance, among others), profit sharing, and social contribution and payroll taxes. In Brazil, social contribution and payroll taxes consist of the Brazilian Social Security Institute (*Instituto Nacional de Seguridade Social – INSS*) contribution and the Brazilian Unemployment Compensation Fund (*Fundo de Garantia por Tempo de Serviço – FGTS*) contribution. Our Personnel expenses are divided between our Cost of sales and services as well as our Selling expenses and our Administrative expenses. Of this total, the portion of our Personnel expenses that is accounted for within our Cost of sales and services refers to employees engaged in activities related to the cost of goods and services that we offer, such as technology, customer support, logistics, anti-fraud activities and mediation services.
- Our Financial expenses consist of: (i) expenses when an election to receive early payment of accounts receivable from financial institutions is made. This financial expense is recognized at the time the financial institution agrees to liquidate the accounts receivable due in installments on a prepaid basis, (ii) interest on deposits in our accounts and (iii) losses in foreign exchange variations.
- Our Chargebacks consist of transactions that are susceptible to potentially fraudulent or improper sales and estimated credit losses.
- Our Depreciation and amortization expenses are allocated to our Cost of sales and services as well as our Selling expenses and our Administrative expenses. The portion of our Depreciation and amortization expenses that is included in our Cost of sales and services consists mainly of: (i) the depreciation of equipment, furniture, technology and installations that form part of the cost of the goods and services that we offer; and (ii) the amortization of software that we develop internally for use in our operations.
- Our Other expenses are allocated to our Cost of sales and services as well as our Selling expenses and our Administrative expenses. Of this total, the portion of our Other expenses that is included in our Cost of sales and services consists mainly of items such as travel expenses and office supplies that form part of the cost of the goods and services that we offer.

Selling Expenses

Our Selling expenses represent the amounts that we spend on publicity, marketing, quality control and direct or indirect relations with our clients. These amounts are divided into Marketing and advertising, Personnel expenses, Chargebacks, Depreciation and amortization expenses and Other expenses. For further information on these expenses, see Note 24 to our audited consolidated financial statements.

- The portion of Marketing and advertising expenses included in our Selling expenses relates to the production and distribution of our marketing and advertising campaigns on traditional offline media, traditional online advertising, the positioning of our products in search platforms, telemarketing related to offering our POS devices, commissions to our third party sales force and partners such as platforms, bloggers and developers, expenses incurred in relation to trade marketing at events, and amounts that we spend on consulting services and call centers for our telemarketing campaigns.
- The portion of our Personnel expenses included in our Selling expenses relates to employees engaged in marketing and advertising of our services, POS devices, hubs and features.
- Chargebacks consist of transaction losses arising from chargebacks related to fraudulent transactions, which occurs, principally in online transactions, when a consumer makes a purchase via credit card and then requests a chargeback from the issuing bank after receiving the goods or services purchased and expected credit losses related to our credit products. All of our Chargeback expenses are accounted for within our Selling expenses.
- The portion of our Depreciation and amortization expense included in our Selling expenses consists of the depreciation of equipment used for client relationships.
- The portion of our Other costs included in our Selling expenses consist of expenses related to travel, lodging and insurance, facilities, rent, consultancy fees and office supplies relating to marketing and advertising of our services, POS devices and features.

Administrative Expenses

Our Administrative expenses represent the amounts that we spend on back office and overhead expenses. These amounts are divided into Personnel expenses, Depreciation and amortization expenses and Other costs. While we expect our Administrative expenses to increase in the short term as we plan for growth and as we incur costs of compliance associated with being a public company, we expect these expenses to decline as a percentage of our Total revenue and income over the medium term as our business grows.

- The portion of our Personnel expenses that form part of our Administrative expenses relates to our finance, legal, human resources, and administrative personnel, as well as fees paid for professional services, including legal, tax and accounting services.
- The portion of our Depreciation and amortization expenses that form part of our Administrative expenses relates to: (i) the depreciation of the equipment, furniture, tools and technology used in our head office and back-office operations; and (ii) the amortization of software developed internally to support our head office and back-office needs, which is shown in Note 13 to our audited consolidated financial statements.
- The portion of our Other costs that form part of our Administrative expenses includes items such as bank charges, travel, reimbursement of staff expenses and office supplies.

Financial Expenses

Our Financial expenses include the charges we incur to obtain early payment of note receivables owed to us by card issuers and acquirers in order to finance the early payment of receivables feature that we offer merchants and interest related to deposits and bank accounts of our clients. Variations in our Financial expenses are driven by Brazilian interest rates, which determine the cost of most of our financing, together with changes in the mix of the financing we use for our early payment of receivables feature.

Through the date of our IPO, we funded the early payment of receivables feature (i) principally by obtaining early payment of receivables owed to us by card issuers and acquirers, as well as (ii) through our general third-party borrowings and own capital. In addition, in November 2017 we set up a Brazilian investment fund to purchase and hold receivables known as a *Fundo de Investimento em Direitos Creditórios* (a Fund for Investment in Credit Rights, or FIDC), which we use to finance the early payment of receivables of our merchants. Our remuneration from the early payment of receivables feature continues to be reflected as Financial income in our consolidated financial statements. We do not expect the establishment of the FIDC to impact the discount rate we charge in connection with the early payment of receivables feature or the expenses we incur to obtain early payment of receivables from card issuers and acquirers. For further information regarding the FIDC, see "Item 4. Information on the Company—Organizational Structure."

Other Income (Expenses), Net

Our Other income (expenses), net line item consists mainly of contingencies, impairment of assets mainly related to POS, charges and miscellaneous income or expense items.

Current Income Tax and Social Contribution

Current income tax and social contribution consists of tax assets and liabilities for the current year. Our liability to income tax principally reflects the level of our Profit before income taxes; this line item also varies, however, to the extent that we are entitled to defer tax on certain investments in technological innovation, in which case our tax base for income tax for the year is reduced and the related deferred tax liability is accounted for in the Deferred income tax and social contribution line item below.

Our tax assets for the current year are calculated based on the expected recoverable amount, and tax liabilities for the current year are calculated based on the amount payable to the applicable tax authorities. The tax rates and tax laws used to calculate this amount are those enacted or substantially enacted at the balance sheet date. Current income tax and social contribution related to items recognized directly in equity is also recognized in equity. We periodically evaluate our tax positions with respect to interpreting tax regulations and, when appropriate, establish provisions.

Deferred Income Tax and Social Contribution

Deferred income tax and social contribution consists of temporary differences between the tax basis of assets and liabilities and their carrying amounts at the balance sheet date. This line item refers principally to deferrals of tax liability that we are entitled to take on capital investments that we make in technological innovation under Brazilian Law No. 11,196/2005, known as the Technological Innovation Law or "Lei do Bem." We are able to use this tax deferral law principally for the investments we make in developing software internally, where we capitalize the labor and other costs involved as an intangible asset rather than accounting for these amounts as expenses, and we depreciate the accounting value of the intangible asset over its useful life. The Lei do Bem allows us to defer our tax liability on these investments. Other Brazilian tax rules also allow us to defer tax on certain items, for example on unpaid amounts due from creditors. The Deferred income tax and social contribution line item consists of our liability to future tax under the Lei do Bem and these other tax laws, less the depreciation and amortization that we take during the year on the respective capitalized assets, and less the tax losses carried forward from prior years that we are able to offset against our tax liability during the year. For further information on this line item, see Note 20 to our audited consolidated financial statements.

Deferred tax liabilities are recognized for all taxable temporary differences, except in certain situations explained in Note 2.16 of our audited consolidated financial statements. The carrying amount of deferred tax assets is reviewed at each balance sheet date and derecognized to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax assets to be utilized. Unrecognized deferred tax assets are reviewed, at each balance sheet date, and recognized to the extent that it is probable that future taxable profit will be available to allow for their utilization.

There is no Cayman Islands taxation on the income earned by PagSeguro Digital and as such, we do not have any tax impacts at the PagSeguro Digital level.

Results of Operations

The following discussion of our results of operations is based on the financial information derived from our audited consolidated financial statements included elsewhere in this annual report.

For a discussion of our results of operations for the year ended December 31, 2022, see "Item 5. Operating and Financial Review and Prospects—Results of Operations—Results of Operations in 2022 and 2021" of our annual report on Form 20-F for the fiscal year ended December 31, 2022, filed with the SEC on April 28, 2023.

Results of Operations in 2023 and 2022

	For the Years Ended December 31,		
	2023	Percent Change	2022
	(in millions of reais, with the exception of percentages and per-share amounts)		
Revenue from transaction activities and other services	9,027.2	1.4%	8,906.4
Financial income	6,653.0	6.4%	6,252.7
Other financial income	268.1	52.5%	175.8
Total revenue and income	**15,948.3**	4.0%	**15,334.9**
Cost of sales and services	(8,132.6)	8.9%	(7,470.9)
Selling expenses	(1,429.8)	(26.5)%	(1,946.1)
Administrative expenses	(732.7)	9.6%	(668.7)
Financial expenses	(3,269.6)	3.7%	(3,151.6)
Other income (expenses), net	(366.7)	8.4%	(338.4)
Operating profit before income taxes	**2,016.9**	14.6%	**1,759.2**
Current income tax and social contribution	(101.8)	67.7%	(60.7)
Deferred income tax and social contribution	(261.6)	35.0%	(193.8)
Income Tax and Social Contribution	**(363.4)**	42.8%	**(254.5)**
Net Income for the Year	**1,653.5**	9.9%	**1,504.7**
Attributable to:			
Equity holders of the parent	1,653.7	9.9%	1,504.8
Non-controlling interests	—	—	—
Basic earnings per share attributable to equity holders of the parent – R$	5.1387	—	4.6002
Diluted earnings per share attributable to equity holders of the parent – R$	5.1047		4.5705

Total revenue and income

Our Total revenue and income amounted to R$15,948.3 million in 2023, an increase of 4.0% from R$15,334.9 million in 2022. This increase was primarily due to an increase in our TPV and will be detailed in each revenue and income lines described below.

Revenue from transaction activities and other services

Our Revenue from transaction activities and other services in 2023 amounted to R$9,027.2 million, an increase of R$120.8 million, or 1.4%, from R$8,906.4 million in 2022, as a result of the factors described below.

Our Gross revenue from transaction activities and other services in 2023 amounted to R$10,241.7 million, an increase of R$194.0 million, or 1.9%, from R$10,047.7 million in 2022.

The increase in Gross revenue from transaction activities and other services during 2023 compared to 2022 was mainly due to an increase of 29.9% in our TPV. Our Gross revenue from transaction activities and other services increased by a lesser percentage than our TPV, which increased to R$950.1 billion from R$731.4 billion in 2022. This difference in growth rate is mainly due to our TPV growth that was partially offset by the impact of the regulatory changes on prepaid/debit cards that came into force on April 1, 2023, in addition to the mix change undertaken in our credit portfolio resulting in an increase in the holding of secured products with lower yields and longer durations in financial services.

Our Deductions from gross revenue from transaction activities and other services, which consist principally of sales taxes, amounted to R$1,214.4 million in 2023, or 11.9% of our Gross revenue from transaction activities and other services for the year. In 2022, Deductions from gross revenue from transaction activities and other services, totaled R$1,141.2 million, or 11.4% of our Gross revenue from transaction activities and other services for the year. The R$73.2 million, or 6.4% increase in Deductions from gross revenue in 2023 when compared to 2022 was due to our higher TPV.

Financial income

Our Financial income, which represents the volume of the discount fees we withhold from TPV in the early payment of receivables feature that we offer merchants, amounted to R$6,653.0 million in 2023, an increase of R$400.3 million, or 6.4%, from R$6,252.7 million in 2022. The increase in this activity in 2023 compared to 2022 was driven by higher TPV and mix of processed debit and credit card payments containing a higher percentage of credit card transactions made in installments in 2023 compared to 2022.

Other financial income

Our Other financial income amounted to R$268.1 million in 2023, an increase of R$92.3 million, or 52.5%, from R$175.8 million in 2022. The increase of R$92.3 million in our Other financial income in 2023 was due to the increased income interest on cash and cash equivalents and financial investments as a result of the higher volume of financial investments in low frequency trading (LFTs) and compulsory reserves deposited in the Brazilian Central Bank as compared to 2022.

Expenses

Our total expenses amounted to R$13,931.3 million in 2023, an increase of R$355.7 million, or 2.6%, from R$13,575.6 million in 2022. As a percentage of our Total revenue and income, our total expenses in 2023 decreased by 1.2 percentage points, to 87.4% in 2023 from 88.5% in 2022.

Cost of sales and services

Our Cost of sales and services amounted to R$8,132.6 million in 2023, an increase of R$661.7 million, or 8.9%, from R$7,470.9 million in 2022. As a percentage of the total of our Revenue from transaction activities and other services and our Revenue from sales, our Cost of sales and services increased by 6.2 percentage points, to 90.1% in 2023 from 83.9% in 2022.

i) Interchange fees paid to card issuers in 2023 reached R$4,805.5 million, an increase of R$300.2 million, from R$4,505.3 million in 2022; and

ii) Card scheme fees in 2023 totaled R$969.2 million, an increase of R$87.1 million, from R$882.1 million in 2022.

The increases in the items above are mainly due to our TPV growth, leading to higher interchange and card scheme fees. We also observed a higher value of POS depreciation and amortization of intangible assets due to past capital expenditures that were deployed to support our growth.

Selling expenses

Our Selling expenses amounted to R$1,429.8 million in 2023 a decrease of R$516.3 million, or 26.5%, from R$1,946.1 million in 2022. As a percentage of our Total revenue and income, our Selling expenses decreased by 3.7% in 2023, from 12.7% in 2022. This decrease in our Selling expenses as a percentage of our Total revenue and income was mainly driven lower losses in connection with chargebacks and provisions made for credit losses.

Administrative expenses

Our Administrative expenses amounted to R$732.7 million in 2023, an increase of R$64.0 million, or 9.6%, from R$668.7 million in 2022. This increase was mainly due to the growth of expenses related to payroll. As a percentage of our Total revenue and income our Administrative expenses increased by 0.2% in 2023 from 4.4% in 2022.

Financial expenses

Our Financial expenses amounted to R$3,269.6 million in 2023, an increase of R$118.0 million, or 3.7%, from R$3,151.6 million in 2022. The increase in our Financial expenses is mainly driven by the rapid increase of TPV experienced from 2022, impacting our working capital needs related to advances of merchants' receivables. Our Certificates of Deposit and bank accounts expenses also increased from 2022, mainly due to the continuation of the higher historic Brazilian interest rate (SELIC) during the initial six month period in 2023 and the higher number of PagBank active users and amounts deposited by our clients.

Other income (expenses), net

Our Other income (expenses), net, recorded expenses of R$366.7 million in 2023, an increase of R$28.3 million, or 8.4%, from expenses of R$338.4 million in 2022. This increase is mainly related to provisions established in the amount of R$246.9 million in POS devices made in 2023 as compared to R$199.9 million in the year 2022.

Operating profit before income taxes

Our Operating profit before income taxes amounted to R$2,016.9 million in 2023, an increase of R$257.7 million, or 14.6%, from R$1,759.2 million in 2022 as a result of the factors described above.

Income tax and social contribution

Income tax and social contribution amounted to expenses of R$363.4 million in 2023, an increase of R$108.9 million, or 42.8%, from expenses of R$254.5 million in 2022. This total item consists of Current income tax and social contribution and deferred income tax and social contribution. Our total effective tax rate was 18.0% in 2023, compared to 14.5% in 2022. In both periods, the difference between the effective income tax and social contribution rate and the rate computed by applying the Brazilian federal statutory rate was mainly related to the tax benefit under the Lei do Bem, which reduces income tax charges based on investments made in innovation and technology, such as those made by PagSeguro Brazil, our Brazilian operating subsidiary and income tax abroad due to certain entities or investment funds adopting different taxation regimes in accordance with the applicable rules in their respective jurisdictions.

Under Brazilian income tax law, income taxes are paid by each entity on a stand-alone basis.

Net income for the year

Our Net income for the year in 2023 amounted R$1,653.5 million in 2023, an increase of R$148.8 million, or 9.9%, from R$1,504.7 million in 2022. As a percentage of our Total revenue and income, our Net income for the year increased by 0.6 percentage points, to 10.4% in 2023 compared with 9.8% in 2022.

Liquidity and Capital Resources

The following discussion of our liquidity and capital resources is based on the financial information derived from our audited consolidated financial statements included elsewhere in this annual report.

For a discussion of our liquidity and capital resources for the year ended December 31, 2021, see "Item 5. Operating and Financial Review and Prospects—Liquidity and Capital Resources—Cash Flows—Cash Flows in 2021" of our annual report on Form 20-F for the fiscal year ended December 31, 2022, filed with the SEC on April 28, 2023.

General

Our principal liquidity requirements relate to the early payment of receivables feature that we offer merchants. We believe our current working capital is sufficient for present requirements. Through the date of this annual report, we have satisfied our funding and working capital requirements (i) through the cash generated by our businesses, (ii) by obtaining early payment of note receivables due to us from the card issuers and acquirers and (iii) by the deposits.

The table below presents our cash position at the beginning of each period, and our net cash provided by operating activities, net cash used in investing activities and net cash provided by financing activities during the periods indicated:

	At and for the Year Ended December 31,		
	(in millions of reais)		
	2023	2022	2021
Liquidity and Capital Resources			
Cash and cash equivalents	2,899.1	1,829.1	1,794.4
Net cash provided by operating activities	3,999.8	3,549.0	898.0
Net cash used in investing activities	(2,703.8)	(2,184.5)	(1,470.9)
Net cash provided by (used in) financing activities	(226.0)	(1,329.7)	727.2

Our cash and cash equivalents, which are held in reais, include cash on hand, deposits with banks and other short-term highly liquid investments with original maturities of three months or less, and with immaterial risk of change in value. For more information, see Note 6 to our audited consolidated financial statements.

Cash Flows

Our Net Cash provided by operating activities consists of: (i) our Profit before income taxes for the year; (ii) amounts that are recorded as expenses or revenues in our statement of income but which do not affect cash; (iii) amounts representing changes in our operating assets and liabilities; (iv) the cash amounts of income taxes and social contributions that we pay during the period; and (v) the cash amounts of interest income received (paid).

Our Cash flows used in investing activities consist of amounts paid on acquisitions, our purchases of property and equipment, our purchases of intangible assets, and our new financial investments less the payments we make to redeem existing financial investments.

Our Cash flows from financing activities consist of borrowings, leases and repurchased shares in accordance with our share repurchase program, which was approved by our board of directors in October 2018. For more information on our share repurchases, see "Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers."

Cash Flows in 2023

Our Cash and cash equivalents at the year ended December 31, 2023 amounted to R$2,899.1 million.

Our Profit before income taxes for the year ended December 31, 2023 amounted to R$2,017.1 million.

The amounts for revenue, income and expenses recorded in our statement of income in the year ended December 31, 2023 but which did not affect our cash flows totaled the positive amount of R$2,976.6 million, mainly due to R$144.6 million of Share-based long-term incentive plan (LTIP) expenses, R$536.0 million in total losses, R$1,355.7 million of Depreciation and amortization recorded in our statement of income, R$296.0 million in loss on disposal of property, intangible assets and investments and R$585.9 million of interest accrued of financial assets and liabilities. LTIP expenses relate to equity awards under our LTIP, total losses relate to amounts that we initially recorded as revenues but for which we did not receive the related cash payment due primarily to fraud and delinquency on unsecured loans and expected credit losses related to our credit products.

Changes in our operating assets and liabilities in the year ended December 31, 2023 amounted to a negative cash flow of R$3,487.8 million:

- Our Accounts receivable item, mainly related to receivables derived from transactions where we act as the financial intermediary in operations with the issuing banks, which is presented net of transaction costs and financial expenses we incur when we elect to receive early payment of the accounts receivable owed to us by card issuers, consists of the difference between the opening and closing balances of the Accounts receivable item of Current Assets and Non-current assets on our balance sheet (R$42,901.0 million at December 31, 2023, compared to R$36,994.1 million at December 31, 2022) excluding interest income received in cash and total losses, which are presented separately in the statement of cash flows. Accounts receivable represented a negative cash flow of R$10,531.5 million in the year ended December 31, 2023.

- Our Payables to third parties item, which is presented net of revenue from transaction activities and financial income we receive when merchants elect to receive early payments, consists of the difference between the opening and closing balances of the Payables to third parties item of Current and non current Liabilities on our balance sheet (R$21,534.4 million at December 31, 2023, compared to R$18,072.9 million at December 31, 2022). Payables to third parties represented a positive cash flow of R$3,430.5 million in the year ended December 31, 2023.

- Our Receivables from (payables to) related parties item consists of the difference between the opening and closing balances of the Payables to related parties item excluding interest paid, which are presented separately in the statement of cash flows (Receivables R$32.3 million at December 31, 2023, with no corresponding value recorded at December 31, 2022, Payables R$476.8 million compared to R$593.9 million on December 31,2022). Receivables from (payables to) related parties represented a negative cash flow of R$191.8 million in the year ended December 31, 2023.

- Our Salaries and social charges item represents amounts that were recorded on our statement of income, but which remained unpaid at the end of the period. This item represented a positive cash flow of R$51.5 million in the year ended December 31, 2023.

- Our Trade payables item consists of the difference between the opening and closing balances of the trade payables (R$513.9 million at December 31, 2023, compared to R$449.1 million at December 31, 2022). Trade payables represented a positive cash flow of R$63.5 million in the year ended December 31, 2023.

- Taxes and contributions item consists of sales taxes (ISS, ICMS, PIS and COFINS). This item represented positive cash flow of R$127.3 million in the year ended December 31, 2023.

- Our financial investments (mandatory guarantee) item consists in the minimum amount that we need to maintain available as requested by the Central Bank. This item represented a negative cash flow of R$1,274.2 million in the year ended December 31, 2023.

- Our Taxes recoverable item consists of withholding taxes and recoverable taxes on transaction activities and other services and purchase of POS devices. This item represented a negative cash flow of R$59.9 million in the year ended December 31, 2023, mainly related to withholding taxes from FIDC quotas redeemed in 2023.

- Our deposits item consists of issued certificates of deposit, excluding paid interest income paid to, which are presented separately in the statement of cash flows. This item represented a positive cash flow of R$4,945.2 million in the year ended December 31, 2023.

We paid income tax and social contribution in cash totaling R$82.6 million and recorded a positive cash flow of R$2,576.4 million related to interest income received (paid) in cash in 2023.

As a result of the above, our Net Cash provided by operating activities in the year ended December 31, 2023 totaled R$3,999.8 million.

Our Cash flows used in investing activities in the year ended December 31, 2023 totaled R$2,703.8 million. This amount consisted of R$1,036.8 million in purchases and development of intangible assets, which represent purchases of third-party software and salaries and other amounts that we paid to develop internally software and technology, which we capitalize as intangible assets, R$951.6 million in purchases of property and equipment, mainly related to POS device purchases and negative cash flow of R$684.1 million related to the acquisition of financial investments and negative cash flow of R$31.3 million related to the NetPOS acquisition.

Our Cash flows used in financing activities in the year ended December 31, 2023 totaled R$226.0 million, principally related to our new, payments and interest of borrowings in the positive amount of R$190.4 million along with R$399.4 million that we spent on the repurchase of shares to be held in treasury.

After considering the total increase in Cash and cash equivalents of R$1,070.0 million in 2023, as discussed above, our Cash and cash equivalents at December 31, 2023 amounted to R$2,899.1 million.

Cash Flows in 2022

Our Cash and cash equivalents at the year ended December 31, 2022 amounted to R$1,829.1 million.

Our Profit before income taxes for the year ended December 31, 2022 was R$1,759.2 million.

The adjustments for revenue, income and expenses recorded in our statement of income in the year ended December 31, 2023 but which did not affect out cash flows totaled the positive amount of R$3,171.5 million, mainly due to R$127.4 million of Share-based long-term incentive plan (LTIP) expenses, R$984.5 million in total losses, R$1,130.7 million of Depreciation and amortization recorded in out statement of income, R$270.9 million in loss on disposal of property, intangible assets and investments and R$592.1 million of interest accrued of financial assets and liabilities. LTIP expenses relate to equity awards under out LTIP, total losses relate to amount that we initially recorded as revenues but for which we did not receive the related cash payments due primarily to fraud and delinquency on unsecured loans and expected credit losses related to our credit products.

The adjustments for changes in our operating assets and liabilities in the year ended December 31, 2022 amounted to a negative cash flow of R$3,998.4 million:

- Our Accounts receivable item, mainly related to receivables derived from transactions where we act as the financial intermediary in operations with the issuing banks, which is presented net of transaction costs and financial expenses we incur when we elect to receive early payment of the accounts receivable owed to us by card issuers, consists of the difference between the opening and closing balances of the Accounts receivable item of Current Assets and Non-current assets on our balance sheet (R$36,994.1 million at December 31, 2022, compared to R$23,657.4 million at December 31, 2021) excluding interest income received in cash and chargebacks, which are presented separately in the statement of cash flows. Accounts receivable represented a negative cash flow of R$17,853.7 million in the year ended December 31, 2022.

- Our Payables to third parties item, which is presented net of revenue from transaction activities and financial income we receive when merchants elect to receive early payments, consists of the difference between the opening and closing balances of the Payables to third parties item of Current Liabilities on our balance sheet (R$18,072.9 million at December 31, 2022, compared to R$13,217.2 million at December 31, 2021). Payables to third parties represented a positive cash flow of R$4,847.6 million in the year ended December 31, 2022.

- Our Receivables from (payables to) related parties item consists of the difference between the opening and closing balances of the Payables to related parties item excluding interest paid, which are presented separately in the statement of cash flows (R$593.9 million at December 31, 2022, compared to R$543.6 million on December 31, 2021). Receivables from (payables to) related parties represented a positive cash flow of R$9.8 million in the year ended December 31, 2022.

- Our Salaries and social charges item represents amounts that were recorded on our statement of income, but which remained unpaid at the end of the period. This item represented a positive cash flow of R$33.1 million in the year ended December 31, 2022.

- Our Trade payables item consists of the difference between the opening and closing balances of the trade payables (R$449.1 million at December 31, 2022, compared to R$578.0 million at December 31, 2021). Trade payables represented a negative cash flow of R$133.8 million in the year ended December 31, 2022.

- Taxes and contributions item consists of sales taxes (ISS, ICMS, PIS and COFINS). This item represented positive cash flow of R$25.8 million in the year ended December 31, 2022.

- Our financial investments (mandatory guarantee) item consists in the minimum amount that we need to maintain available as requested by the Central Bank. This item represented a negative cash flow of R$157.4 million in the year ended December 31, 2022.

- Our Taxes recoverable item consists of withholding taxes and recoverable taxes on transaction activities and other services and purchase of POS devices. This item represented negative cash flow of R$154.3 million in the year ended December 31, 2022, mainly related to withholding taxes from FIDC quotas redeemed in 2022.

- Our deposits item consists of issued certificates of deposit, excluding paid interest income paid to, which are presented separately in the statement of cash flows. This item represented a positive cash flow of R$9,006.0 million in the year ended December 31, 2022.

We paid income tax and social contribution in cash totaling R$89.9 million and recorded a positive cash flow of R$2,706.4 million related to interest income received (paid) in cash in 2022.

As a result of the above, our Net Cash provided by operating activities in the year ended December 31, 2022 totaled R$3,549.0 million.

Our Cash flows used in investing activities in the year ended December 31, 2022 totaled R$2,184.5 million. This amount consisted of R$1,040.3 million in purchases and development of intangible assets, which represent purchases of third-party software and salaries and other amounts that we paid to develop internally software and technology, which we capitalize as intangible assets, R$1,096.1 million in purchases of property and equipment, mainly related to POS device purchases and negative cash flow of R$48.1 million related to the acquisition of financial investments.

Our Cash flows used in financing activities in the year ended December 31, 2022 totaled R$1,329.7 million, principally related to our new payments and interest of borrowings in the amount of R$1,020.1 million along with R$291.4million that we spent on the repurchase of shares to be held in treasury.

After considering the total increase in Cash and cash equivalents of R$34.7 million in 2022 as discussed above, our Cash and cash equivalents at December 31, 2022 amounted to R$1,829.1 million.

Loans and Financings

In November 2021, the PagBank Group entered into a US$180 million borrowing agreement with maturity in one year from the execution date. On the date of execution, the foreign exchange rate was R$ 5.6227 per US dollar, totaling this borrowing to R$1,012.1 million on such date. Interest was paid at the maturity of the borrowing, together with the amounts relating to the settlement such borrowing. Concurrently with this borrowing, we entered into derivative financial instruments with the specific objective of hedging our exposure under this agreement from fluctuations in the US dollar exchange rate. In November 2022, the PagBank Group liquidated its borrowing in the total amount of R$1,143.0 million, which includes amounts related to principal, interests, taxes and the total settlement of the aforementioned financial instruments.

In February 2022, the PagBank Group entered into a R$250 million borrowing agreement with maturity in three months from the execution date, bearing interest at 112% of CDI, and with payment intended to occur in a single installment on the maturity date. In May 2022, the borrowing agreement was amended to extend the maturity date for an additional three months and eventually this borrowing was repaid in August 2022. We paid the principal amount of R$250 million and interest payments of R$7.0 million and R$8.3 million were paid in May 2022 and August 2022, respectively.

In March 2023, the PagBank Group entered into a US$38.4 million borrowing agreement with maturity in one year from the execution date and payment in two half-year installments. On the date the agreement was signed, the foreign exchange rate was R$5.2149 per US dollar amounting to approximately R$200,000. Concurrently, the PagBank Group entered into derivative financial instruments ("Swaps"), with the specific objective of protecting the borrowing from fluctuations arising from exchange rate variations. The final amount of the borrowing, considering all the costs of the operation, is equivalent to 111.0% of the CDI. The Company has R$16.7 million of interest accumulated and the first installment of R$6.3 million was liquidated in September 2023.

In April 2023, the PagBank Group entered into a R$100 million borrowing agreement with maturity in three months from the execution date, the payment will be in a single installment at the due date and the interest rate was 107.5% of the CDI. In July 2023, the PagBank Group liquidated this borrowing in the total amount of R$103.3 million considering principal, interests and taxes.

In December 2023, the PagBank Group recorded the effects of the swap derivatives as liabilities in the amount of R$17.6 million, basically represented by the different foreign exchange rates at the time of the entering into the borrowing agreement and December 2023, plus interest. For more information, see note 19 to our audited consolidated financial statements.

Commitments and Contractual Obligations

Our contractual obligations at December 31, 2023 consisted of obligations to purchase POS devices and deposits obligations as follows:

	At December 31, 2023				
	Less than 1 year	**1 to 3 years**	**3 to 5 years**	**More than 5 years**	**Total**
	(R$ millions)				
POS device purchases	366.2	—	—	—	366.2
Deposits obligations	11,365.4	4,823.1	—	—	16,188.4
Borrowings	189.4	—	—	—	189.4
Total	11,921.0	4,823.1	—	—	16,744.0

Off-Balance Sheet Arrangements

Other than the POS contractual obligations shown above, we do not have any off-balance sheet arrangements.

For a discussion of off-balance sheet arrangements for the year ended December 31, 2021, see "Item 5. Operating and Financial Review and Prospects—Off-Balance Sheet Arrangements" of our annual report on Form 20-F for the fiscal year ended December 31, 2021, filed with the SEC on April 28, 2023.

Significant Accounting Estimates and Judgments

The preparation of financial statements requires the use of certain significant accounting estimates. It also requires management to exercise its judgment in the process of applying our accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements are described below and in Note 3 to our audited consolidated financial statements.

Significant accounting estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Based on assumptions, PagSeguro Digital makes estimates concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The main estimates and assumptions year are addressed below:

Provision for contingencies

The PagBank Group recognizes provisions for civil, tax and labor lawsuits. The assessment of probability of loss includes assessing the available evidence and jurisprudence, the hierarchy of laws and most recent court decisions. Provisions are reviewed and adjusted to consider changes in circumstances such as the applicable limitation period, findings of tax inspections and additional exposures identified based on new issues or court decisions.

Measurement of loss allowance for expected credit losses

For accounts receivable from cards issuers, PagBank Group uses a provision matrix to calculate expected credit losses. The provision rates are based on the internal credit rating that consider external information, such as ratings given by major rating agencies and forward-looking factors specific to the debtors and the economic environment. For loans and credit card receivables with the clients, the provision rates are based on exposure at default, probability of default and loss given default.

Impairment of goodwill

Management's judgment must be exercised especially in forecasting cash generating unit's cash flows, computation of the weighted average cost of capital, estimation of inflation and long-term growth rate based on estimated gross domestic product used when calculating the value in the use of the cash generating unit.

ITEM 5E. CRITICAL ACCOUNTING ESTIMATES

Not applicable.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

Directors and Senior Management

Board of Directors

Our board of directors is responsible for, among other things, establishing our overall strategy and general business policies, supervising management, electing and removing our executive officers, and appointing our independent auditors.

Our board of directors is composed of six members. Each director holds office for the term, if any, fixed by the shareholders' resolution that appointed him or her or, if no term is fixed on the appointment of the director, until the earlier of his or her death, resignation or removal. Directors appointed by the board of directors hold office until the next annual general meeting. Our directors do not have a retirement age requirement under our Articles of Association. Maria Judith de Brito was appointed to our board of directors on July 19, 2017, Luis Frias and Eduardo Alcaro were appointed on December 18, 2017, Cleveland Prates Teixeira was appointed on January 1, 2019, Marcia Nogueira de Mello was appointed on March 16, 2020, and Maria Carolina Ferreira Lacerda was appointed on January 2, 2023. All current members of our board of directors have been appointed to serve for an indefinite period.

We do not have any service contracts with our executive directors that provide benefits upon termination of employment.

Since 2020, we have been recognized by WOB – Women on Board, a non-governmental organization linked to the United Nations, for having more than two women on our board of directors.

The table below sets forth certain information of the current members of our board of directors:

Name	Title	Date of Birth
Luis Frias	Chairman	April 6, 1963
Eduardo Alcaro	Vice Chairman	April 26, 1972
Maria Judith de Brito	Director	April 30, 1958
Maria Carolina Ferreira Lacerda*	Director	August 21, 1972
Cleveland Prates Teixeira*	Director	August 15, 1966
Marcia Nogueira de Mello*	Director	March 14, 1965

* Independent according to SEC and NYSE rules.

The following is a brief summary of the business experience of our current directors. Unless otherwise indicated, the current business address for our directors is Av. Brigadeiro Faria Lima, 1384, 1º ao 10º andares, Salão e Mezanino, São Paulo, SP, 01451-001, Brazil.

- Luis Frias. Mr. Frias has been the member of our board of directors since December 18, 2017. He is currently the Chairman of our board of directors since January 8, 2018. He joined *Grupo Folha* in 1981 and was its principal executive officer from 1989 to 2019, and he is currently the Publisher of *Grupo Folha*. In 1996, he founded UOL, a pioneering Brazilian internet company. As founder, he has expanded UOL's business, through organic growth and dozens of acquisitions, to cover digital content and products, e-learning and cloud/IT services, as well as the PagSeguro financial technology business. He holds a bachelor's degree in economics from the University of São Paulo (*Universidade de São Paulo – USP*).
- Eduardo Alcaro. Mr. Alcaro has been a member of our board of directors since December 18, 2017 and has held a number of executive officer positions over the course of 2021, including Chief Business Development Officer (from which he resigned on October 8, 2021) and Chief Financial Officer, Investor Relations Officer and Chief Accounting Officer (from which he resigned on May 18, 2021). He is currently the Vice Chairman of our board of directors since June 2, 2021. He was also Chief Financial Officer of the UOL group and Officer of *Grupo Folha* from 2011 until October 2021. He is currently the Chief Financial Officer of UOL EdTech. He holds a bachelor's degree in business administration from the Getulio Vargas Foundation (*Fundação Getulio Vargas – FGV-SP*) in São Paulo. Before joining our group, Mr. Alcaro held several positions, including Finance Vice President at Walmart Brazil from 2008 to 2011, Financial Planning and Investors Relations Director at Walmart USA from 2006 to 2008, Mergers & Acquisitions Director at Walmart International from 2003 to 2006, Finance Manager at Walmart Brazil from 1997 to 2003 and Auditor at PricewaterhouseCoopers from 1992 to 1997.
- Maria Judith de Brito. Mrs. de Brito has been a member of our board of directors since July 19, 2017. She was also Vice President of corporate areas of the UOL group and the Vice Chairman of UOL's board of directors. She has worked for *Grupo Folha* since 1990, and is the current Principal Executive Officer of *Grupo Folha*. She holds a bachelor's degree in public administration from the Getulio Vargas Foundation (*Fundação Getulio Vargas – FGV-SP*) in São Paulo and a master's degree in political science from the Pontifical Catholic University of São Paulo (*Pontifícia Universidade Católica de São Paulo – PUC-SP*). Mrs. de Brito was a professor of the undergraduate course in Business Administration at the Getulio Vargas Foundation from 1986 to 1990, and professor of the graduate program in journalism at ESPM (*Escola Superior de Propaganda e Marketing*) from 2011 to 2013. She was president of the National Newspaper Association (*Associação Nacional de Jornais*) from 2008 to 2012.
- Maria Carolina Ferreira Lacerda. Ms. Lacerda has been a member of our board of directors since January 2, 2023. Ms. Lacerda also serves on our audit committee as a member and the audit committee financial expert. Ms. Lacerda has over 25 years of experience in the financial industry and has held various senior management positions throughout her career. Ms. Lacerda is currently an independent member of the board of directors and a coordinator of the audit, risk and related parties committee at China Three Gorges Brasil, one of the largest clean energy companies in the world. Since 2021, Ms. Lacerda has been an independent member of the board of directors at IHS Towers, a telecom infrastructure provider in Africa, the Middle East, and Latin America, and at Rumo S.A., a Brazilian logistics company. Ms. Lacerda also acts as an independent board member and audit committee member of Hypera Pharma, the largest pharmaceutical company in Brazil since 2016. Ms. Lacerda has held various other senior management positions, including, among others: member of the board of directors and chair of the audit committee at Vibra Energia (former privatized BR Distribuidora) between 2019 and 2022; member of the board of directors of ANBIMA, CNF and the Listing Chamber at BM&FBovespa in Brazil between 2012 and 2016. She has also held senior roles in various investment banks, including: Managing Director (head of Investment Banking Brazil) at UBS Investment Bank from 2011 to 2015; Investment Banking Managing Director at UNIBANCO from 2008 to 2009; Investment Banking Managing Director at Deutsche Bank in Brazil in 2009; Investment Banking Director at Merrill Lynch, Inc. in Brazil and New York from 1999 to 2008; and Corporate Finance Analyst at Bear, Stearns & Company, Inc. in New York from 1996 to 1997. Ms. Lacerda holds an MBA degree in finance from Columbia Business School (USA), and a BA degree in economics from the University of São Paulo (Brazil).

- Cleveland Prates Teixeira. Mr. Teixeira has been a member of our board of directors since January 1, 2019. He holds a master's degree in Economics from Getulio Vargas Foundation (*Fundação Getulio Vargas – FGV-SP*) in São Paulo and a bachelor's degree in economics from the University of São Paulo (*Universidade de São Paulo – USP*). From 2002 to 2004, he served as a Commissioner of the Administrative Counsel for Economic Defense (*Conselho Administrativo de Defesa Econômica – CADE*), the Brazilian antitrust agency, and from 1999 to 2002, he served as Deputy Secretary for Economic Monitoring (*Secretaria de Acompanhamento Econômico – SEAE*) of the Brazilian Ministry of Finance, and as Coordinator General of Trade and Services and Cartel Prosecution for the same department. In 2002, he was a member of the Federal Fund for the Defense of Collective Rights of the Brazilian Ministry of Justice, and from 2006 to 2008, he was Council of the Brazilian Institute of Economics (*Instituto Brasileiro de Economia – IBRE*) at Getulio Vargas Foundation (*Fundação Getulio Vargas – FGV*). Since 2007, he has taught courses on Microeconomics, Economic Analysis of Law, Antitrust and Regulation at the GVLaw graduate program at the law school of Getulio Vargas Foundation (*Fundação Getulio Vargas – FGV-SP*) in São Paulo, and has coordinated a course in Market Regulation at the Foundation Institute of Economic Research (*Fundação Instituto de Pesquisas Econômicas – FIPE*). He is also the Managing Partner of *Microanalysis Consultoria Econômica*, having worked on economic issues and coordinated projects in financial, regulatory and competition affairs in various sectors of the economy, including consultancy to both national and international government agencies, such as the Applied Economic Research Institute *(Instituto de Pesquisa Econômica Aplicada – IPEA*), the United Nations Conference on Trade and Develoment (UNCTAD) and the World Bank.
- Marcia Nogueira de Mello. Ms. Mello has been a member of our board of directors since March 16, 2020. She holds a bachelor's degree in computer science from the Mackenzie Presbitarian University (*Universidade Presbiteriana Mackenzie*) in São Paulo, Brazil. From 1984 until 1997, she worked for several information technology services companies, and since 1997 she has dedicated her career to the payments market, working for a series of companies in the industry, including Hypercom (1997/2004), Verifone (2004/2006), Sagem (2006/2007), and Electronic Data Systems (2007/2008), an HP company focusing on payments processing systems, business process outsourcing (BPO) and infrastructure. From 2008 until 2011, she worked at Cielo, first as IT Director, managing architecture, IT innovation and strategy, projects and certification and later as Commercial Director, to develop alternative sales channels (banks, enterprise resource planning (ERP) companies, independent sales organizations (ISO), etc.). From 2011 until 2013, she rejoined the VeriFone Group to develop the Brazilian market for Point, a new business unit dedicated to expanding alternative payments infrastructure. After that, from 2013 until 2014 she acted as the Commercial Director for Elavon do Brasil for medium and large accounts. In mid-2014, she assumed the role of CEO of Global Payments South America and of member of the board of directors at Global Payments Serviços de Pagamentos Brazil. Since the beginning of 2020, Ms. Mello has focused on mentoring young executives and preparing women from underprivileged communities to enter the job market. In July 2020, she assumed the role of president of the Board of Smartbank, and since March 2021, she has been a member of the consulting board of DMCard. Since October 2020, she has been a volunteer mentor for Quintessa, a start-up accelerator for companies with a social or environmental purpose.

Board Meeting Attendance

- Percentage of meetings attended by all members in the fiscal year ended December 31, 2023: 100%
- Average board meeting attendance by members in the fiscal year ended December 31, 2023: 100% at all meetings.

Audit Committee

Our board of directors has established an audit committee. Members will serve on this committee until the earliest of: (i) the moment they cease to be a director; (ii) their resignation; or (iii) as otherwise determined by our board of directors. Our audit committee currently consists of three members, including Maria Carolina Ferreira Lacerda (Chairwoman), Marcia Nogueira de Mello and Cleveland Prates Teixeira. All of our audit committee members satisfy the "independence" requirements of the NYSE rules and meet the independence standards under Rule 10A-3 under the Exchange Act. All of our audit committee members satisfy the criteria of an audit committee financial expert as set forth under the applicable rules of the SEC.

The audit committee oversees our accounting and financial reporting processes and the audits of our financial statements. Our audit committee is responsible for, among other things:

- selecting our independent auditor, approving related fees and terminating our relationship with our independent auditor in the committee's discretion;
- pre-approving audit and non-audit services permitted to be performed by the independent auditor;
- annually reviewing the independent auditor's report describing the auditing firm's internal quality control procedures, any material issues raised by the most recent internal quality control review, or peer review, of the independent auditors and all relationships between the independent auditor and our company;
- reviewing with the independent auditor any audit problems or difficulties and management's response, as well as resolving any disagreements between management and the independent auditor regarding financial reporting;
- reviewing and discussing the annual audited financial statements with management, internal audit team (or third-service provider performing this function) and the independent auditor, as well as quarterly unaudited financial statements;
- reviewing and discussing with management and the independent auditors major issues regarding accounting principles and financial statement presentations;
- discussing earnings press releases with management, as well as financial information and earnings guidance provided to analysts and rating agencies;
- reviewing the effect of regulatory and accounting initiatives, as well as off-balance sheet structures, on our financial statements;
- overseeing our disclosure controls and procedures and internal control over financial reporting;
- assessing, monitoring and auditing our risk exposures, as well as the policies and guidelines with respect to risk management and risk management performance on an operational level;
- timely reviewing reports from the independent auditor regarding all critical accounting policies and practices to be used by our company, all alternative treatments of financial information within IFRS that have been discussed with management and all other material written communications between the independent auditor and management;
- establishing procedures for the receipt, retention and treatment of complaints received by our company regarding accounting, internal accounting controls or auditing matters, and the confidential, anonymous submission by our employees of concerns regarding questionable accounting or auditing matters;
- analyzing our related-party transactions based on our policy for these transactions;
- periodically reviewing and reassessing the adequacy of our audit committee charter;
- any other matters that are specifically delegated to our audit committee by our board of directors from time to time;
- periodically meeting with management, internal audit team (or third-party service providers performing this function) and the independent auditors, separately; and
- reporting regularly to the full board of directors.

Duties of Directors

Directors are responsible to the Company and not, in the absence of special circumstances, to the shareholders as individuals. For the purposes of describing directors' duties, the Company is generally defined with reference to the interests of both present and future shareholders of the Company as a whole. Under Cayman Islands law, a director owes two types of duties to the Company: fiduciary duties and duties of skill and care. In fulfilling their duty of care to us, our directors must ensure compliance with our Memorandum and Articles of Association, as amended and restated from time to time. You should refer to "Item 10. Additional Information—Memorandum and Articles of Association—Principal Differences between Cayman Islands and U.S. Corporate Law" for additional information on our standard of corporate governance under Cayman Islands law.

Executive Officers

Our executive officers are primarily responsible for the day-to-day management of our business and for implementing the general policies and directives established by our board of directors. Our board of directors is responsible for establishing the roles of each executive officer. Our executive officers were appointed by our board of directors for an indefinite term.

The table below shows our current executive officers:

Name	Title	Date of Birth
Ricardo Dutra da Silva	Principal Executive Officer	December 1, 1975
Alexandre Magnani	Chief Executive Officer	November 10, 1970
Artur Schunck	Chief Financial Officer, Chief Accounting Officer and Investor Relations Officer	June 11, 1979

The following is a brief summary of the business experience of our current executive officers. The business address of each of our executive officers is Avenida Brigadeiro Faria Lima, 1384, 01451-001, São Paulo, SP, Brazil.

- Ricardo Dutra da Silva. Mr. Dutra has been our Principal Executive Officer since January 2, 2023. Mr. Dutra served as a member of our board of directors from December 18, 2017 until January 2, 2023. He was one of our executive officers from December 18, 2017 until October 8, 2021, and he was our Chief Executive Officer from October 8, 2021 until October 10, 2022. He has acted as the Chief Executive Officer of PagSeguro Brazil and was also Chief Executive Officer of UOL Digital Content and Products from March 2016 until August 2019. Mr. Dutra worked for the UOL group from 1997 to 2005, holding management positions in operations, marketing and sales, and rejoined the group in 2009 as Country Manager at UOL Argentina in Buenos Aires, where he served until 2010. He holds a bachelor's degree in electrical/industrial engineering from the Industrial Engineering University (*Centro Universitário da Faculdade de Engenharia Industrial – FEI*), a post-graduate degree in business from the Getulio Vargas Foundation (*Fundação Getulio Vargas – FGV*) in São Paulo, and a full-time MBA from Darden Graduate School of Business Administration at the University of Virginia. Prior to rejoining UOL, he was a management consultant at Bain & Company from 2007 to 2009.
- Alexandre Magnani. Mr. Magnani has been Chief Executive Officer since January 10, 2022. He has been working at PagSeguro since January 2015, acting as the Director of the company's Sales and International Financial Services, including leadership in sales, acquiring business and e-commerce, among other areas. Before joining PagSeguro, Mr. Magnani worked for nearly 15 years at Mastercard International, leading their Latin American regional new business development and retailer issuer's initiatives. Prior to that, he spent over five years for Redecard and Credicard in Brazil. Mr. Magnani holds a bachelor's degree and an MBA in business management from the Getulio Vargas Foundation (*Fundação Getulio Vargas –FGV*) in São Paulo, Brazil.
- Artur Schunck. Mr. Schunck has been Chief Financial Officer, Investor Relations Officer and Chief Accounting Officer since November 18, 2020. He has held multiple roles in the finance department at our company, acting as PagBank's Finance Director since April 2015. In that role, he has led the company's finance, treasury, controllership, financial planning and analysis, logistics, financial services and credit products teams. From February 2014 to April 2015, he was the Director of Financial Planning and Treasury for UOL, and from January 2006 to December 2013 he held several financial management positions at Walmart Brasil Ltda., including Director of Financial Planning & Analysis and Strategy. Mr. Schunck holds a bachelor's degree in business administration from the Pontifical Catholic University of the State of Rio Grande do Sul (*Pontifícia Universidade Católica do Rio Grande do Sul*) in Porto Alegre, Brazil and an MBA in business management from the Getulio Vargas Foundation (*Fundação Getulio Vargas -FGV*) in São Paulo, Brazil.

Compensation

Management Compensation

Our executive officers, directors and management receive fixed and variable compensation. They also receive benefits in line with market practice in Brazil. The fixed component of their compensation is set on market terms and adjusted annually.

The variable component consists of cash bonuses and awards of restricted shares (or the cash equivalent) under the LTIP and the LTIP-Goals, as discussed below. Cash bonuses are paid to executive officers and members of our management based on the previously agreed corporate results-sharing plan (*plano de participações nos resultados*) and overall targets for the business.

Certain of our directors and officers receive compensation from UOL for services rendered to PagSeguro. The related cost is apportioned between UOL and PagSeguro in accordance with the services that are rendered.

The aggregate compensation paid to the executive officers of PagSeguro Brazil in 2023 was R$35.1 million. This includes benefits paid in kind and variable compensation.

Long-Term Incentive Plan – Goals

LTIP-Goals was established by PagSeguro Brazil on December 18, 2018, as approved by our board of directors, amended and ratified along with subsequent amendments on August 7, 2019, February 21, 2020, January 19, 2021, August 16, 2021 and December 20, 2021. We believe the LTIP-Goals will help us attract and retain individuals who have a high potential to contribute to our success, and further align their interests with ours. Beneficiaries under the LTIP-Goals are selected by the LTIP-Goals Committee, which consists of our Chairman of our board of directors and two officers of UOL.

Beneficiaries under the LTIP-Goals are granted awards annually, as payment from the PagSeguro Brazil corporate results-sharing plan, a Maximum Annual Amount, or MAA, in Brazilian reais, which may be payable in cash, Class A common shares or a combination of the two, at the discretion of the LTIP-Goals Committee, based on the achievement of performance goals established in our corporate results-sharing plan for any given year. In January of each year, the LTIP-Goals Committee shall establish the MAA for that particular year, which shall be converted into a maximum number of Class A common shares, or MNS, by dividing the MAA by the average price of the Company's Class A common shares in auctions in December of the prior year (or longer periods, at the LTIP-Goals Committee's discretion), converted into Brazilian reais using the average price of U.S. dollar for the same period.

Until March 31 of the year following the PagSeguro Brazil corporate results-sharing plan calculation, each beneficiary shall be entitled to receive, as payment from the LTIP-Goals, either the number of Class A common shares or the amount in Brazilian reais, which form of payment shall be determined in the LTIP-Goals Committee's sole discretion, provided that: (i) the goals established in the PagSeguro Brazil corporate results-sharing plan of the previous year have been totally or partially achieved; (ii) the total amount determined for the payment under the PagSeguro Brazil corporate results-sharing plan, including the corresponding amounts (either a number of Class A common shares or an amount in Brazilian reais), plus taxes shall not be higher than the amount equivalent to a percentage of the Company's net profit, or any other indicator, as established at the beginning of each year by the LTIP-Goals Committee (together with the performance goals set annually for the PagSeguro Brazil corporate results-sharing plan). If the total determined amount exceeds the limit established, payments shall be reduced on a pro-rata basis.

Since the beginning of the LTIP goals until March 31, 2024, a total of 5,493,612 Class A common shares were delivered to certain members of our management, without cash consideration.

We expect that all of our directors, except for our independent directors mentioned above, will be named beneficiaries under the LTIP-Goals.

If a beneficiary resigns, retires or dies before of any given year, the beneficiary will not be entitled to any awards under the LTIP-Goals for that year. If a beneficiary resigns, retires or dies after the end of any given year, but before the date on which the value of such beneficiary's award is converted into our Class A common shares, the beneficiary will be entitled to his or her award under the LTIP-Goals, provided that the goals for the previous year have been met.

The maximum number of Class A common shares that can be delivered to beneficiaries under the LTIP-Goals may not exceed 1% of our total issued and outstanding share capital at any time.

Long-Term Incentive Plan

Members of our management participated in the LTIP (replaced by the LTIP-Goals on December 18, 2018), which was established by UOL for its group companies on July 29, 2015 and was adopted by PagSeguro Digital Ltd. Beneficiaries under the LTIP were selected by UOL's LTIP committee, which consists of our Chairman and two officers of UOL. Since the establishment of LTIP-Goals on December 18, 2018, no new rights have been, nor will be, granted under the LTIP as there are no remaining shares to be issued or delivered under this plan.

Beneficiaries under the LTIP were granted rights in the form of notional cash amounts without cash consideration. These rights vest in five equal annual installments starting one year after the beneficiary's grant date. Under the terms of the LTIP, upon completion of our IPO, the vested portion of each beneficiary's LTIP rights was converted into Class A common shares of our company at our IPO price. The number of Class A common shares issued with respect to the vested LTIP rights was calculated, pursuant to each beneficiary's individual LTIP agreement, based on our IPO price of US$21.50 per Class A common share. The unvested portions of each beneficiary's LTIP rights will be settled on each future annual vesting date, at the discretion of the LTIP committee, by either (i) delivery of a fixed number of Class A common shares of PagSeguro Digital, or (ii) the equivalent in cash of the fixed number of shares at the current fair value. The vesting conditions of the LTIP awards include the completion of our IPO and the attainment of certain service conditions. Upon completion of our IPO in January 2018, payment of future LTIP rights became probable, resulting in us commencing to recognize compensation expenses related to each beneficiary's LTIP rights.

At March 31, 2024, a total of 5,540,447 Class A common shares were delivered without cash consideration to certain members of our management who are beneficiaries under the LTIP, upon closing of our IPO and in the following months.

Our independent directors are not beneficiaries under the LTIP.

If a beneficiary is dismissed by us, resigns, retires or dies, the portion of his or her rights under the LTIP that has vested at that date will be delivered, but the non-vested portion will be cancelled. If a beneficiary is terminated for cause, all of his non-vested portion will be cancelled.

The shares issued under the LTIP upon completion of our IPO were subject to a one-year lock-up period under the terms of the LTIP. Any shares that were issued on a subsequent vesting date during the first year after our IPO were subject to the remainder of that same lock-up period, expiring one year after the closing of our IPO. After the close of that one-year period, shares issued or to be issued under the LTIP are no longer subject to a lock-up. As such, shares issued under the LTIP are now freely tradable without restriction or further registration under the Securities Act by persons other than our affiliates within the meaning of Rule 144 of the Securities Act. For further information, see "Item 3. Key Information—Risk Factors—Risks Relating to our Business and Industry—Class A common shares eligible for future sale may cause the market price of our Class A common shares to drop significantly."

The maximum number of Class A common shares that can be delivered to beneficiaries under the LTIP may not exceed 3% of our issued share capital at any time.

Share Ownership

The total number of common shares delivered to our management under the LTIP, as of March 2024 was 11,034,059 Class A common shares (not including treasury shares). Except for Luis Frias, no member of our management beneficially owns one percent or more of our common shares.

Our Team

We believe that our team is one of PagSeguro's most important asset. Our highly experienced management team has extensive experience in all areas of the Brazilian payments market, with in-depth knowledge of online payments, retail, financial services, technology, payment processing, in-person electronic payments, acquiring and card issuance. Together, this management experience covers all of our customers' needs, allowing us to plan the future of PagSeguro.

Our culture reflects PAGS's innovation-driven focus, instilling in our professionals a passion for customers and merchants and motivating them to provide next-generation payment capabilities in Brazil. At December 31, 2023, our total team consisted of 8,613 people, including 1,340 employees outsourced staff, and 08 employees under BCPS, the rest of our team is located in Brazil. At December 31, 2023 , our employees had an average age of 35.1 years, 72.2% of whom held a bachelor's degree or higher and 40.7% of whom were women, with 28.9% of our employees specializing in products and engineering. We also offer a long-term motivation plan for key professionals and apply meritocratic methods to engage all our professionals, recognize their value and keep them motivated.

The following table sets forth the number of our employees and a breakdown of employees by category of activity as of the dates indicated in each area of our operations. We regularly evaluate the allocation of our employees to the categories of activity indicated in the following table and, in certain instances, we have made corresponding updates to the breakdowns for the periods presented.

	As of December 31,		
	2023	**2022**	**2021**
Products and Engineering	2,100	2,187	2,080
Commercial, Marketing and Operations	4,868	4,639	4,304
Administrative	305	397	367
Total	**7,273**	**7,223**	**6,751**

Together, our management team and employees represent experience in all areas of the Brazilian payments market, with in-depth knowledge of online payments, retail and financial services, technology, payment processing, in-person electronic payments, acquiring and card issuance. They therefore represent a complete picture of all of our customers' needs and can prepare the future of our organization.

We seek to attract and train the best professionals in the market. We seek to motivate our employees to provide next-generation payment capabilities through a corporate results-sharing plan for all employees and a long-term motivation plan for key professionals. Our corporate results-sharing plan includes salary multiples in general of two for coordinators, three for managers, 3.5 for general managers, 4.1 or more for directors and one for other employees, due to the market shortage Products and Engineering might be eligible to higher multiples of salary for each level, and is based on annual targets for metrics such as free cash flow, net income, revenues, working capital, earnings before taxes (EBT), active merchants and TPV. Through the LTIP-Goals, part or all of a beneficiary's award under our corporate results-sharing plan may be paid in Class A common shares. See "Long-Term Incentive Plan-Goals" and "—Long-Term Incentive Plan." We believe that we offer competitive compensation packages and a dynamic culture, and have therefore been able to attract and retain qualified personnel and a stable management team. We also offer our employees medical and dental insurance, life insurance, meal voucher cards and a retirement savings plan, among other benefits. In a 2017 survey carried out by the website LinkedIn, UOL was named as the second best place to work in Brazil. We are aware, however, that our continued success will depend on our ability to continue to attract and retain these qualified professionals. See "Item 3. Key Information—Risk Factors—Risks Relating to our Business and Industry—The loss of any member of our management team and our inability to make up for such loss with a qualified replacement, could harm our business."

We train our teams in the use of modern management tools such as Agile, Lean, Kanban and Management 3.0.

Our employees are represented by the Union of Employees of Information Technology Businesses and Course Providers of the State of São Paulo (*Sindicato dos Trabalhadores nas Empresas e Cursos de Informática do Estado de São Paulo*—SINDIESP). We consider our relations with our employees to be good. We have not experienced any significant labor disputes.

ITEM 6.F DISCLOSURE OF A REGISTRANT'S ACTION TO RECOVER ERRONEOUSLY AWARDED COMPENSATION

Not applicable.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

Major Shareholders

The table below contains information regarding the beneficial ownership of PagSeguro Digital's Class A common shares and Class B common shares by UOL (our controlling shareholder and parent company), our major shareholders and members of our management, as a single group, as of December 31, 2023.

Beneficial ownership, which is determined under SEC rules, generally includes voting or investment power over securities or the right to receive the economic benefit of ownership of the securities. We believe that each shareholder identified in the table below possesses sole voting and investment power over all the Class A common shares or Class B common shares shown as beneficially owned by the shareholder in the table. Common shares subject to options, warrants or rights that are exercisable at the date of this annual report, or that will be exercisable within 60 days thereafter (which in the case of the Company, only consist of Class A common shares), are considered to be outstanding and beneficially owned by the person who holds such options, warrants or rights for purposes of computing that person's common share ownership, but are not treated as outstanding for the purpose of computing the percentage ownership of any other person.

The percentages of beneficial ownership in the table below are based on 209,148,916 outstanding Class A common shares (including treasury shares) and 120,459,508 outstanding Class B common shares. As of December 31, 2023, approximately 76% of our Class A common shares (including treasury shares) were held of record by 288 record holders in the United States, and 0.0% of our Class B common shares were held of record in the United States.

The holders of our Class A common shares and Class B common shares have identical rights, except that UOL as holder of Class B common shares: (i) is entitled to 10 votes per share, whereas holders of our Class A common shares are entitled to one vote per share; (ii) has certain conversion rights; and (iii) is entitled to maintain a proportional ownership interest in the event that additional Class A common shares are issued. For more information, see "Item 10. Additional Information—Memorandum and Articles of Association—Preemptive or Similar Rights" and "Item 10. Additional Information—Memorandum and Articles of Association—Conversion." Each Class B common share is convertible into one Class A common share.

	Shares Beneficially Owned				
	Class A		Class B		% of Total Voting Power[1]
Name	Shares	%	Share	%	
Universo Online S.A.[2]	799,804	0 %	120,459,508	100 %	86 %
Blackrock, Inc.[3]	22,895,743	11 %	—	—	2 %
FMR LLC[4]	19,457,329	9 %	—	—	1 %
Capital World Investors[5]	18,570,759	9 %	—	—	1 %
Point72 Asset Management, L.P. [6]	10,924,410	5 %	—	—	1 %
Treasury	13,739,418	7 %	—	—	—
Management	7,833,567	4 %	—	—	—
Others	114,927,886	55 %	—	—	9 %
Total	**209,148,916**	**100 %**	**120,459,508**	**100 %**	**100 %**

(1) Percentage of total voting power represents voting power with respect to all of our Class A common shares and Class B common shares, as a single class. UOL as holder of our Class B common shares is entitled to 10 votes per share, whereas holders of our Class A common shares are entitled to one (1) vote per share. For more information about the voting rights of our Class A common shares and Class B common shares, see "Item 10. Additional Information—Memorandum and Articles of Association—Voting Rights."

(2) Consists of shares held of record by UOL, a company controlled by OFL Participações S.A., in turn controlled by Luis Frias.

(3) Consists of shares beneficially owned by BlackRock, Inc., or BlackRock, through its subsidiaries: Aperio Group, LLC; BlackRock (Luxembourg) S.A.; BlackRock (Netherlands) B.V.; BlackRock Advisors, LLC; BlackRock Asset Management Canada Limited; BlackRock Asset Management Ireland Limited; BlackRock Financial Management, Inc.; BlackRock Fund Advisors; BlackRock Fund Managers Ltd; BlackRock Institutional Trust Company, National Association; BlackRock Investment Management (UK) Limited; BlackRock Investment Management, LLC; BlackRock Japan Co., Ltd. BlackRock and its subsidiaries are deemed to be the beneficial owners of 22,895,743 shares or 11% of outstanding shares. The address for BlackRock is 50 Hudson Yards, New York, NY 10001.

(4) Consists of shares beneficially owned by Fidelity Management and Research Management Company LLC or FMR LLC, through FIAM LLC, Fidelity Institutional Asset Management Trust Company, Fidelity Management & Research (Hong Kong) Limited and Fidelity Management & Research Company LLC. As of December 31, 2023, the firm may be deemed to be the beneficial owner of 19,457,329 shares or 9% of outstanding shares. The address for FMR LLC is 245 Summer Street, Boston, Massachusetts 02210.

(5) Consists of shares beneficially owned by Capital World Investors, or CWI, a division of Capital Research and Management Company, or CRMC, as well as its investment management subsidiaries and affiliates consisting of Capital Bank and Trust Company, Capital International, Inc., Capital International Limited, Capital International Sarl, Capital International K.K., Capital Group Private Client Services, Inc., and Capital Group Investment Management Private Limited, each an Investment Management Entity and together with CRMC, the Investment Management Entities. CWI's divisions of each Investment Management Entity collectively provide investment management services under the name "Capital World Investors." CWI is deemed to be the beneficial owner of 18,570,759 shares or 9% of outstanding shares. The address for CWI is 333 South Hope Street, 55th FL, Los Angeles, California 90071.

(6) Consists of shares beneficially owned by (i) Point72 Asset Management, L.P., or Point72 Asset Management, held by Point72 Associates, LLC, an investment fund it manages, or Point72 Associates; (ii) Point72 Capital Advisors, Inc., with respect to Class A Common Shares held by Point72 Associates; (iii) Cubist Systematic Strategies, LLC, or Cubist Systematic Strategies, with respect to Class A Common Shares held by (and underlying options held by) an investment fund it manages; and (iv) Steven A. Cohen, or Mr. Cohen with respect to Class A Common Shares held by by Point72 Asset Management, Point72 Capital Advisors Inc., and Cubist Systematic Strategies; all deemed to be the beneficial owners of 10,924,410 shares or 5% of outstanding shares. The address of the principal business office of (i) Point72 Asset Management, Point72 Capital Advisors, Inc., and Mr. Cohen is 72 Cummings Point Road, Stamford, CT 06902; and (ii) Cubist Systematic Strategies is 55 Hudson Yards, New York, NY 10001.

On July 15, 2020, UOL reached agreements for the exit of certain of UOL's minority shareholders. On November 23, 2021, UOL purchased 50,000 Class A common shares. In connection with the private transaction, the UOL minority shareholders involved received from UOL at closing, and in exchange for their shares of UOL, a total of 21,316,000 of our Class A common shares (following conversion of Class B common shares into Class A common shares). Following such transaction, UOL continued to be our controlling shareholder with 39.04% of total outstanding share capital and 86.43% of voting power.

In September 2022, UOL reached an agreement for the exit of UOL's minority shareholder, BTG Pactual Principal Investments Fundo em Participações Multiestratégia. In connection with the private transaction, such minority shareholder received from UOL in exchange for its shares in UOL, a total of 7,960,215 Class A common shares of PagSeguro Digital (following a conversion of Class B common shares then held by UOL to Class A common shares), subject to a resale restriction of a six-month lock-up period. Following such transaction, UOL continued to be PagSeguro Digital's controlling shareholder, with 36.55% of the total outstanding share capital and 85.41% of voting power.

There is currently no shareholders' agreement in place.

Related Party Transactions

The total amount of costs and expenses incurred by PagSeguro Digital for shared services,sales of services and deposits provided by UOL and other affiliated companies in the year ended December 31, 2023 was R$380.7 million, representing 2.7% of our total expenses for the year. Of the total amount of costs and expenses incurred by PagSeguro Digital for shared services, sales of services and deposits provided by affiliated companies during the year, 49.8% were provided by UOL, 40.9% were provided by Compass and 9.3% where provided by other related parties. PagSeguro also provided services to UOL and certain UOL affiliates during the year ended December 31, 2023 for an amount of R$6.3 million. For more information, see Note 10 to our audited consolidated financial statements.

Prior to our IPO, PagSeguro's cash management was centralized with UOL, leading to positive or negative balances with UOL from time to time as referred to in Note 10 to our audited consolidated financial statements. When PagSeguro provided cash to UOL or UOL provided cash to PagSeguro, these transactions did not include interest. Our cash management was separated from UOL's cash management starting from the date of completion of our IPO. Any remaining balances that relate to prior cash management activities began accruing interest from the date of completion of our IPO, and any such balances were repaid by UOL following completion of our IPO.

Agreements with Our Management and Directors

Certain of our directors and officers receive compensation from UOL for services they provide to PagSeguro. The cost is apportioned between UOL and PagSeguro in accordance with the services provided. In addition, we have entered into indemnification agreements with our directors and officers, as described below.

Indemnification Agreements

We have entered into or will enter into indemnification agreements with each of our directors and officers. Pursuant to these agreements, we have agreed to indemnify and hold harmless each director and officer to the full extent permitted by applicable law in the event of any claim made against him or her in any proceeding due to the fact that he or she is or was a director or officer of our company or served at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

In addition, under the terms of these agreements we have agreed to cover all expenses actually and reasonably incurred by each director and officer in connection with any such proceeding, with certain limited exceptions.

The indemnification extends to the beneficiary's services as a director or officer prior to the date of the indemnification agreement as well as afterward. It continues after the beneficiary ceases to be a director or officer.

Agreements with UOL and UOL Subsidiaries

PagSeguro Brazil was incorporated as a legal entity in 2006, although it did not operate the PagSeguro business prior to August 1, 2015 since most of the PagSeguro business activities were operated by other UOL group members prior to that date. On August 1, 2015, UOL carried out a corporate reorganization in which it segregated some of the PagSeguro Brazil activities from its other activities and contributed them to PagSeguro Brazil. Following this reorganization, PagSeguro Brazil entered into the contracts summarized below governing its relationship with UOL and its subsidiaries.

Advertising Space Assignment Agreement

Under this agreement, UOL may assign to PagSeguro Brazil certain advertising and media space on UOL's own website, as well as other space that UOL obtains from unrelated third parties. We pay UOL monthly fees for this space, based on the actual amount of advertising and media space we use. For advertising and media space on UOL's own website, UOL charges us a price that it determines on market terms. For space that UOL obtains from unrelated third parties, UOL charges us the same price as it pays for the space.

Cost-Sharing Agreements

PagSeguro Brazil is party to two agreements with UOL under which UOL apportions to PagSeguro Brazil the expenses of certain services and personnel hired by UOL for the benefit of PagSeguro Brazil and expenses related to certain of our offices and operations center in São Paulo, which are provided by UOL. Under one agreement, UOL apportions to PagSeguro Brazil expenses relating to call center services, marketing activities, certain ordinary course corporate services, and certain contingency expenses related to litigation. All insurance policies listed under "Business – Insurance" are contracted by UOL under this agreement. Under the other agreement, UOL apportions to PagSeguro Brazil expenses relating to certain back-office personnel who are employed by UOL but allocated to work on matters related to our business.

The two agreements apportion the costs and expenses for these services as between PagSeguro Brazil and UOL. The amounts PagSeguro Brazil pays to UOL are based on different criteria depending on the type of service:

- for marketing, financial and legal services, the amount payable is based on the number of hours actually worked by UOL personnel on PagSeguro Brazil's behalf;
- for human resources services, the amount payable is based on the number of hours actually worked by UOL personnel on PagSeguro Brazil's behalf and on the number of UOL personnel dedicated to PagSeguro Brazil matters;
- for call center services, the amount payable is based on the number of UOL personnel dedicated to PagSeguro Brazil matters;
- for technology services, the amount payable is based on the expenses incurred by UOL on PagSeguro Brazil's behalf.

Platform Licensing Agreements

PagSeguro Brazil and UOL are party to an agreement under which UOL provides services related to the development, maintenance and management of the software used to conduct PagSeguro Brazil's business. The services include the development of new software, analysis and improvement of the efficiency of existing software and resolution of technical issues. The services are provided in accordance with parameters set by PagSeguro Brazil. The amount payable under this agreement is based on the number of hours actually worked by UOL personnel.

PagSeguro Tecnologia and UOL are party to an agreement under which UOL provides services related to software for PagSeguro Tecnologia's business on substantially the same terms.

Software Development and Implementation Services Agreement

PagSeguro Brazil and Compass.UOL Tecnologia Ltda., or Compass, a subsidiary of DigitalServices (a subsidiary of UOL that is not part of the PagBank Group), are party to a software development and implementation services agreement under which Compass provides software development or implementation services to PagSeguro Brazil through a series of related services agreements and technical and commercial proposals. Such services include the allocation of software development professionals to PagSeguro Brazil for the development of a financial conciliation system and an application-programming interface (API) system.

PagSeguro Brazil and Invillia - Desenvolvimento de Produtos Digitais LTDA, or Invillia, a subsidiary of Compass.UOL Tecnologia Ltda. (a subsidiary of UOL that is not part of the PagBank Group), are party to a software development and implementation services agreement under which Invillia provides software development or implementation services to PagSeguro Brazil through a series of related services agreements and technical and commercial proposals. Such services include the allocation of software development professionals to PagSeguro Brazil for the development of a financial conciliation system and an application-programming interface (API) system.

PagSeguro Brazil and Everymind - Desenvolvimento de Produtos Digitais LTDA, or Everymind, a subsidiary of Compass.UOL Tecnologia Ltda. (a subsidiary of UOL that is not part of the PagBank Group), are party to a software development and implementation services agreement under which Everymind provides software development or implementation services to PagSeguro Brazil through a series of technical and commercial proposals. Such services include the allocation of software development professionals to PagSeguro Brazil for the development and parameterization of a sales force platform and operation in agile dynamics, in accordance with the work model used by PagSeguro Brazil.

DigitalServices/Compass Agreements

Cloud Services Agreement

PagSeguro Brazil is party to certain agreements with DigitalServices.UOL S.A., or DigitalServices, under which Digital Services resells cloud services provided by Microsoft Ireland Operations Limited, or Microsoft, Google Cloud Brasil Computação e Serviços de Dados Ltda., or Google, and by Amazon AWS Servicos Brasil Ltda or AWS to PagSeguro Brazil, through technical and commercial proposals. On December 1, 2019, Digital Services assigned these resale agreements to Compass.UOL Informática Ltda., or COSA, which in turn began providing these services to PagSeguro Brazil. These cloud services include the storage of PagSeguro Brazil data on the cloud managed by the respective services providers and related technical support and information technology infrastructure services. PagSeguro Brazil may manage its data through online access or specific software provided by AWS, Microsoft, Google and COSA, as resellers of the services, are not responsible for the quality, warranty, technical support, efficiency or results of the services or for any losses incurred by PagSeguro Brazil deriving from these services.

UOL Cloud Agreement

PagSeguro Brazil and Digital Services are party to an agreement pursuant to which Digital Services provides PagSeguro Brazil with information technology infrastructure services and access to the VMWare and the VirtuStream virtual platform. Under this agreement, Digital Services also provides PagSeguro with virtual computational resources and services for the creation and use of a processing environment, data storage and provision of internet access. On April 1, 2023, Digital Services underwent a partial spin-off, with the spun-off assets being transferred to EDGE.UOL Tecnologia Ltda.

Hosting Agreement

PagSeguro Brazil and Digital Services are party to a hosting agreement under which Digital Services provides data storage services to PagSeguro Brazil through a series of technical, commercial and business proposals. These services include the lease of equipment, software licenses and assignment of information technology infrastructure to PagSeguro Brazil. In addition, under technical proposal OPT-17-21638 related to the hosting agreement, Digital Services also provides PagSeguro Brazil with payment methods monitoring and invoice issuing services and under technical proposal OPTs 18/25482 and 19/26811, Digital Services provides PagSeguro Brazil with services related to the monitoring and response to possible cyberattacks. On April 1, 2023, Digital Services underwent a partial spin-off, with the spun-off assets being transferred to EDGE.UOL Tecnologia Ltda.

ITEM 8. FINANCIAL INFORMATION

Consolidated Statements and Other Financial Information

See Item 18. Financial Statements.

Legal Proceedings

From time to time, we are involved in proceedings that arise in the ordinary course of our business. Any claims against us, whether or not they have merit, can be time consuming, result in costly litigation, and require significant management time and operational resources.

We are subject to a number of proceedings in the Brazilian judicial and administrative court systems, relating to civil, tax and labor law claims. We believe these proceedings are normal and incidental to the operation of a business in Brazil. We recognize provisions for legal proceedings in our financial statements when we are advised by independent outside counsel that: (i) it is probable that an outflow of resources will be required to settle the obligation; and (ii) a reliable estimate can be made of the amount of the obligation. The assessment of the likelihood of loss includes analysis by outside counsel of available evidence, the hierarchy of laws, available case law, recent court rulings and their relevance in the legal system. Our provisions for probable losses arising from these matters are estimated and periodically adjusted by management. In making these adjustments our management relies on the opinions of our external legal advisors.

The amounts we had accrued in our financial statements as of December 31, 2023 for all types of legal proceedings for which we believe a loss is probable were R$97.2 million. However, legal proceedings are inherently unpredictable and subject to significant uncertainties. If one or more cases were to result in a judgment against us in any reporting period for amounts that exceeded our management's expectations, the impact on our operating results or financial condition for that reporting period could be material. See "Item 3. Key Information—Risk Factors—Risks Relating to our Business and Industry—Unfavorable outcomes in litigation or our inability to post judicial collateral or provide guarantees in pending legal or administrative proceedings could have a material adverse effect on our business, financial condition and Results of Operations of PagSeguro Digital."

We make judicial deposits, which are court-ordered deposits that serve as collateral until the final settlement of the disputes to which they are related, in connection with certain of these civil, labor and tax proceedings. As of December 31, 2023, we had judicial deposits in an aggregate amount of R$422.6 million.

Civil Proceedings

The civil claims to which we are party generally relate to customer claims, including those related to non-delivery of products by merchants, denials by PagSeguro of requests for withdrawal of digital account balances and allegations of POS device defects.

As of December 31, 2023, we were party to approximately 15,901 proceedings of a civil nature (consisting of proceedings with PROCONs and small claims courts relating to consumer rights). PagSeguro does not appear in the rankings of companies with large numbers of consumer claims published by the PROCON. As of December 31, 2023, we had recorded R$43.7 million in provisions for current civil proceedings and no provisions for non-current civil proceedings. Most of these proceedings are related to consumer allegations of non-delivery of products by merchants and requests for the withdrawal of digital account balances that were blocked by PagSeguro because they were under investigation for fraud or undergoing claim resolution.

As of December 31, 2022, we weren´t party to civil lawsuits involving risks classified by management as possible losses. For more information, see Note 18 of our audited consolidated financial statements.

We make judicial deposits, which are court-ordered deposits that serve as collateral until the final settlement of the disputes to which they are related, in connection with certain of these civil proceedings. As of December 31, 2023, we had judicial deposits for civil proceedings in an aggregate amount of R$13.2 million.

Labor Proceedings

As of December 31, 2023, we were party to approximately 1505 labor-related judicial and administrative proceedings for which we recorded a provision of R$53.5 million. In general, the labor claims to which we are a party were filed by former employees of third-party service providers hired by us as part of the outsourcing of certain of our non-core activities. As of December 31, 2023, we had judicial deposits for labor proceedings in an aggregate amount of R$12.0 million.

We are party to one labor lawsuits involving risks classified by management as possible losses. For more information, see Note 18 of our audited consolidated financial statements.

Tax and Social Security Proceedings

As of December 31, 2023, we were party to approximately 100 tax related judicial and administrative proceedings classified by legal advisors as possible losses, which involved an aggregate amount of R$761.0 million and for which no provision has been recorded. In general, the tax proceedings involve discussions with the Brazil's Internal Revenue Services (*Receita Federal*), States and Municipalities.

Among these proceedings, on October 15, 2021, PagSeguro Internet was assessed by Brazil's Internal Revenue Services (*Receita Federal*), for not collecting financial transaction tax, or IOF tax credit, which is applicable to credit transactions of any nature, including intercompany loans. The amount of this assessment totaled R$293.3 million in December 2023. Brazil's Internal Revenue Service claims that PagSeguro Internet entered into loan agreements with companies within the same corporate group and therefore the IOF tax credit should have been collected. PagSeguro Internet has presented its defense, clarifying that the transactions carried out among PagSeguro and its subsidiaries are not credit transactions, which would be subject to the IOF tax credit. The group has a centralized cash pool and, according to the law, this kind of intercompany transaction is not taxable by IOF tax credit. The chances of loss in connection with this proceeding has been determined as possible.

For more information, see Note 18 of our audited consolidated financial statements.

Dividend Policy

For our policy on dividend distributions, see "Item 10. Additional Information—Memorandum and Articles of Association—Dividends and Capitalization of Profits."

ITEM 9. THE OFFER AND LISTING

The Offer and Listing Details.

Not applicable.

Plan of Distribution

Not applicable.

Trading Markets and Listing Details

Our Class A common shares are listed on the NYSE under the ticker symbol "PAGS." Our Class A common shares are listed in registered form and are not certificated. The Class A common shares commenced trading on the NYSE on January 24, 2018. As of December 31, 2023, the Class A common shares represented 63.45% of our shares and 100% of our current global public float.

If your shares are registered in the name of The Depository Trust Company, or DTC, you are not a shareholder or member of the company. Each person owning Class A common shares held through DTC must rely on the procedures thereof and on institutions that have accounts therewith to exercise any rights of a holder of the Class A common shares.

On January 28, 2021, Banco B3 announced that it had established an unsponsored program for Brazilian Depositary Receipts representing our Class A common shares, or Class A Brazilian Depositary Receipts, or BDRs, each representing 1/5 of a Class A common share. The Class A BDRs have been listed on the B3 since February 1, 2021, and they trade under the ticker symbol "PAGS34." The Class A BDR program was noted as the first BDR program for the US-listed shares of a primarily Brazilian operating company. The Class A BDR program is unsponsored, meaning that we did not establish and do not administer it, nor have we taken any steps to register the Class A common shares or the Class A BDRs with the CVM. If you hold Class A BDRs, you are not a shareholder or member of the company, and you must rely on the procedures established by the depositary or other BDR administrator to exercise any rights of a holder of the Class A common shares. The average daily trading volume of our Class A BDRs between January 1, 2023 and December 31, 2023 was 35,130, representing approximately 0.01% of our total share capital.

Selling Shareholders

Not applicable.

Dilution

Not applicable.

Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

Share Capital

Not applicable.

Memorandum and Articles of Association

Corporate Purpose

The corporate objects of PagSeguro Digital, as stated in the Memorandum of Association, are unrestricted and PagSeguro Digital has the authority to carry out any object not prohibited by any law, as provided by Section 7(4) of the Companies Act.

Issuances of Shares

Except as expressly provided in PagSeguro Digital's Memorandum and Articles of Association, PagSeguro Digital's board of directors has general and unconditional authority to allot, grant options over, offer or otherwise deal with or dispose of any unissued shares in the company's capital without the approval of our shareholders (whether forming part of the original or any increased share capital), either at a premium or at par, with or without preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise and to such persons, on such terms and conditions, and at such times as the directors may decide, but so that no share shall be issued at a discount, except in accordance with the provisions of the Companies Act. PagSeguro Digital is prohibited under its Articles of Association from issuing shares or warrants to bearers.

PagSeguro Digital's Articles of Association provide that at any time that there are Class A common shares in issue additional Class B common shares may only be issued pursuant to: (i) a share split, subdivision of shares or similar transaction or where a dividend or other distribution is paid by the issue of shares or rights to acquire shares or following capitalization of profit; (ii) a merger, consolidation, or other business combination involving the issuance of Class B common shares as full or partial consideration; or (iii) an issuance of Class A common shares, whereby holders of the Class B common shares are entitled to receive a number of Class B common shares that would allow them to maintain their proportional ownership interests in PagSeguro Digital. For more information see "Preemptive or Similar Rights."

PagSeguro Digital's Articles of Association also provide that the issuance of non-voting common shares requires the affirmative vote of a majority of the of then outstanding Class A common shares.

Fiscal Year

PagSeguro Digital's fiscal year begins on January 1 of each year and ends on December 31 of the same year.

Voting Rights

The holders of the Class A common shares and Class B common shares have identical rights, except that: (i) the holder of Class B common shares is entitled to 10 votes per share, whereas holders of Class A common shares are entitled to one vote per share; (ii) Class B common shares have certain conversion rights; and (iii) the holder of Class B common shares is entitled to maintain a proportional ownership interest in the event that additional Class A common shares are issued. For more information see "Preemptive or Similar Rights" and "—Conversion." The holders of Class A common shares and Class B common shares vote together as a single class on all matters (including the election of directors) submitted to a vote of shareholders, except as provided below and as otherwise required by law.

PagSeguro Digital's Articles of Association provide as follows regarding the respective rights of holders of Class A common shares and Class B common shares:

(i) class consents from the holders of Class A common shares or Class B common shares, as applicable, shall be required for any variation to the rights attached to their respective class of shares, however, the directors may treat any two or more classes of shares as forming one class if they consider that all such classes would be affected in the same way by the proposal;

(ii) the rights conferred on holders of Class A common shares shall not be deemed to be varied by the creation or issue of further Class B common shares and vice versa; and

(iii) the rights attaching to the Class A common shares and the Class B common shares shall not be deemed to be varied by the creation or issue of shares with preferred or other rights, including, without limitation, shares with enhanced or weighted voting rights.

As set forth in the Articles of Association, the holders of Class A common shares and Class B common shares, respectively, do not have the right to vote separately if the number of authorized shares of such class is increased or decreased. Rather, the number of authorized Class A common shares and Class B common shares may be increased or decreased (but not below the number of shares of such class then outstanding) by the affirmative vote of the holders of a majority of the voting power of the issued and outstanding Class A common shares and Class B common shares, voting together in a general meeting.

Preemptive or Similar Rights

The Class A common shares and Class B common shares are not entitled to preemptive rights upon transfer and are not subject to conversion (except as described below under "—Conversion"), redemption or sinking fund provisions.

The Class B common shares are entitled to maintain a proportional ownership interest in the event that additional Class A common shares are issued. As such, except for certain exceptions, if PagSeguro Digital issues Class A common shares, it must first make an offer to each holder of Class B common shares to issue to such holder on the same economic terms such number of Class B common shares as would ensure such holder may maintain a proportional ownership interest in PagSeguro Digital. This right to maintain a proportional ownership interest may be waived by a majority of the holders of Class B common shares.

Conversion

The outstanding Class B common shares are convertible at any time as follows: (i) at the option of the holder, a Class B common share may be converted at any time into one Class A common share; or (ii) upon the election of the holders of a majority of the then outstanding Class B common shares, all outstanding Class B common shares may be converted into a like number of Class A common shares. In addition, each Class B common share will convert automatically into one Class A common share upon any transfer, whether or not for value, except for certain transfers described in the Articles of Association, including transfers to affiliates, trusts solely for the benefit of the shareholder or their affiliates, and partnerships, companies, corporations and other entities exclusively owned by the shareholder or their affiliates and certain transfers to organizations that are exempt from taxation under Section 501(3)(c) of the Internal Revenue Code of 1986, as amended. Furthermore, each Class B common share will convert automatically into one Class A common share and no Class B common shares will be issued thereafter if, at any time, the voting power of the outstanding Class B common shares represents less than 10% of the combined voting power of the Class A common shares and Class B common shares then outstanding.

No class of PagSeguro Digital's common shares may be subdivided or combined unless the other class of common shares is concurrently subdivided or combined in the same proportion and in the same manner.

Equal Status

Except as expressly provided in PagSeguro Digital's Memorandum and Articles of Association, Class A common shares and Class B common shares have the same rights and privileges and rank equally, share ratably and are identical in all respects as to all matters. In the event of any merger, consolidation, scheme, arrangement or other business combination requiring the approval of our shareholders entitled to vote thereon (whether or not PagSeguro Digital is the surviving entity), the holders of Class A common shares shall have the right to receive, or the right to elect to receive, the same form of consideration as the holders of Class B common shares, and the holders of Class A common shares shall have the right to receive, or the right to elect to receive, at least the same amount of consideration on a per share basis as the holders of Class B common shares. In the event of (i) any tender or exchange offer to acquire any Class A common shares or Class B common shares by any third party pursuant to an agreement to which PagSeguro Digital is a party, or (ii) any tender or exchange offer by PagSeguro Digital to acquire any Class A common shares or Class B common shares, the holders of Class A common shares shall have the right to receive, or the right to elect to receive, the same form of consideration as the holders of Class B common shares, and the holders of Class A common shares shall have the right to receive, or the right to elect to receive, at least the same amount of consideration on a per share basis as the holders of Class B common shares.

Record Dates

For the purpose of determining shareholders entitled to notice of, or to vote at any general meeting of shareholders or any adjournment thereof, or shareholders entitled to receive dividend or other distribution payments, or in order to make a determination of shareholders for any other purpose, PagSeguro Digital's board of directors may set a record date which shall not exceed forty (40) clear days prior to the date where the determination will be made.

General Meetings of Shareholders

As a condition of admission to a shareholders' meeting, a shareholder must be duly registered as a shareholder of PagSeguro Digital at the applicable record date for that meeting and, in order to vote, all calls or installments then payable by such shareholder to PagSeguro Digital in respect of the shares that such shareholder holds must have been paid.

Subject to any special rights or restrictions as to voting then attached to any shares, at any general meeting every shareholder who is present in person or by proxy (or, in the case of a shareholder being a corporation or company, by its duly authorized representative not being himself or herself a shareholder entitled to vote) shall have one vote per Class A common share and 10 votes per Class B common share.

As a Cayman Islands exempted company, PagSeguro Digital is not obliged by the Companies Act to call annual general meetings; however, the Articles of Association provide that in each year the company will hold an annual general meeting of shareholders, at a time determined by the board of directors. For the annual general meeting of shareholders the agenda will include, among other things, the presentation of the annual accounts and the report of the directors. In addition, the agenda for an annual general meeting of shareholders will only include such items as have been included therein by the board of directors.

Also, PagSeguro Digital may, but is not required (unless required by the laws of the Cayman Islands), to hold other extraordinary general meetings during the year. General meetings of shareholders are generally expected to take place in São Paulo, Brazil, but may be held elsewhere if the directors so decide.

The Companies Act provides shareholders a limited right to request a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting in default of a company's articles of association. However, these rights may be provided in a company's articles of association. PagSeguro Digital's Articles of Association provide that upon the requisition of one or more shareholders representing not less than one-third of the voting rights entitled to vote at general meetings, the board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. The Articles of Association provide no other right to put any proposals before annual general meetings or extraordinary general meetings.

Subject to regulatory requirements, the annual general meeting and any extraordinary general meetings must be called by not less than ten (10) clear days' notice prior to the relevant shareholders meeting and convened by a notice discussed below. Alternatively, upon the prior consent of all holders entitled to receive notice, with regards to the annual general meeting, and the holders of 95% in par value of the shares entitled to attend and vote at an extraordinary general meeting, that meeting may be convened by a shorter notice and in a manner deemed appropriate by those holders.

PagSeguro Digital will give notice of each general meeting of shareholders by publication on its website and in any other manner that it may be required to follow in order to comply with Cayman Islands law, NYSE and SEC requirements. The holders of registered shares may be given notice of a shareholders' meeting by means of letters sent to the addresses of those shareholders as registered in our shareholders' register, or, subject to certain statutory requirements, by electronic means.

Holders whose shares are registered in the name of DTC or its nominee, which is currently the case for all holders of Class A common shares, will not be a shareholder or member of the company and must rely on the procedures of DTC regarding notice of shareholders' meetings and the exercise of rights of a holder of the Class A common shares.

A quorum for a general meeting consists of any one or more persons holding or representing by proxy not less than one-third of the aggregate voting power of all shares in issue and entitled to vote upon the business to be transacted.

A resolution put to a vote at a general meeting shall be decided on a poll. An ordinary resolution to be passed by the shareholders at a general meeting requires the affirmative vote of a simple majority of the votes cast by, or on behalf of, the shareholders entitled to vote, present in person or by proxy and voting at the meeting. A special resolution requires the affirmative vote on a poll of no less than two-thirds of the votes cast by the shareholders entitled to vote who are present in person or by proxy at a general meeting. Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all the shareholders of our Company, as permitted by the Companies Act and PagSeguro Digital's Articles of Association.

Pursuant to PagSeguro Digital's Articles of Association, general meetings of shareholders are to be chaired by the chairman or in his absence the vice chairman (if any) of our board of directors. If the chairman or in his absence the vice chairman (if any) of our board of directors is absent or not present within fifteen minutes after the time appointed for holding the meeting, the directors present at the meeting shall appoint one of them to be chairman of the general meeting. If neither the chairman, vice chairman (if any) nor another director is present at the general meeting within fifteen minutes after the time appointed for holding the meeting, the shareholders present in person or by proxy and entitled to vote may elect any one of the shareholders to be chairman. The order of business at each meeting shall be determined by the chairman of the meeting, and he or she shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, the establishment of procedures for the maintenance of order and safety, limitations on the time allotted to questions or comments on the affairs of the Company, restrictions on entry to such meeting after the time prescribed for the commencement thereof, and the opening and closing of the polls.

Liquidation Rights

If PagSeguro Digital is voluntarily wound up, the liquidator, after taking into account and giving effect to the rights of preferred and secured creditors and to any agreement between PagSeguro Digital and any creditors that the claims of such creditors shall be subordinated or otherwise deferred to the claims of any other creditors and to any contractual rights of set-off or netting of claims between PagSeguro Digital and any person or persons (including without limitation any bilateral or any multi-lateral set-off or netting arrangements between the company and any person or persons) and subject to any agreement between PagSeguro Digital and any person or persons to waive or limit the same, shall apply PagSeguro Digital's property in satisfaction of its liabilities pari passu and subject thereto shall distribute the property amongst the shareholders according to their rights and interests in PagSeguro Digital.

Changes to Capital

Pursuant to the Articles of Association, PagSeguro Digital may from time to time by ordinary resolution:

- increase its share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe;
- consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;

- convert all or any of its paid-up shares into shares and reconvert such shares into paid up shares of any denomination;
- subdivide its existing shares or any of them into shares of a smaller amount, provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or
- cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

PagSeguro Digital's shareholders may by special resolution, subject to confirmation by the Grand Court of the Cayman Islands on an application by the Company for an order confirming such reduction, reduce its share capital or any capital redemption reserve in any manner permitted by law.

In addition, subject to the provisions of the Companies Act and PagSeguro Digital's Articles of Association, PagSeguro Digital may:

- issue shares on terms that they are to be redeemed or are liable to be redeemed;
- purchase its own shares (including any redeemable shares); and
- make a payment in respect of the redemption or purchase of its own shares in any manner authorized by the Companies Act, including out of its own capital.

Transfer of Shares

Subject to any applicable restrictions set forth in the Articles of Association, any shareholder of PagSeguro Digital may transfer all or any of his or her common shares by an instrument of transfer in the usual or common form or in the form prescribed by the NYSE or any other form approved by the Company's board of directors.

PagSeguro Digital's Class A common shares are traded on the NYSE in book-entry form and may be transferred in accordance with PagSeguro Digital's Articles of Association and NYSE's rules and regulations.

However, PagSeguro Digital's board of directors may, in its absolute discretion, decline to register any transfer of any common share which is either not fully paid up to a person of whom it does not approve or is issued under any share incentive scheme for employees which contains a transfer restriction that is still applicable to such common share. The board of directors may also decline to register any transfer of any ordinary share unless:

- a fee of such maximum sum as the NYSE may determine to be payable or such lesser sum as the board of directors may from time to time require is paid to PagSeguro Digital in respect thereof;
- the instrument of transfer is lodged with PagSeguro Digital, accompanied by the certificate (if any) for the common shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of shares;
- the instrument of transfer is properly stamped, if required;
- the common shares transferred are free of any lien in favor of PagSeguro Digital; and
- in the case of a transfer to joint holders, the transfer is not to more than four joint holders.

If the directors refuse to register a transfer they are required, within two months after the date on which the instrument of transfer was lodged, to send to the transferee notice of such refusal.

Share Repurchase

The Companies Act and the Articles of Association permit PagSeguro Digital to purchase its own shares, subject to certain restrictions. The board of directors may only exercise this power on behalf of PagSeguro Digital, subject to the Companies Act, the Articles of Association and to any applicable requirements imposed from time to time by the SEC, the NYSE, or by any recognized stock exchange on which our securities are listed.

On October 30, 2018, PagSeguro Digital announced the adoption of its share repurchase program in an aggregate amount of up to US$250 million in outstanding Class A common shares traded on the NYSE. PagSeguro Digital's share repurchase program went into effect in the fourth quarter of 2018 and does not have a fixed expiration date. The program may be executed in compliance with Rule 10b-18 under the Exchange Act.

Since then, PagSeguro Digital has bought back 16,729,009 shares amounting to US$204 million. The current program remains open with US$46 million available to be executed.

Dividends and Capitalization of Profits

PagSeguro Digital has not adopted a dividend policy with respect to payments of any future dividends. Subject to the Companies Act, PagSeguro Digital's shareholders may, by resolution passed by a simple majority of the voting rights entitled to vote at a general meeting, declare dividends (including interim dividends) to be paid to shareholders but for the avoidance of doubt no dividend shall be declared in excess of the amount recommended by the board of directors. The board of directors may also declare dividends. Dividends may be declared and paid out of funds lawfully available to PagSeguro Digital. Unless otherwise provided by the rights attached to shares and the Articles of Association of PagSeguro Digital, all dividends shall be paid in proportion to the number of Class A common shares or Class B common shares a shareholder holds at the date the dividend is declared (or such other date as may be set as a record date), except: (i) if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly; and (ii) where we have shares in issue which are not fully paid up (as to par value), we may pay dividends in proportion to the amounts paid up on each share.

The holders of Class A common shares and Class B common shares shall be entitled to share equally in any dividends that may be declared in respect of PagSeguro Digital's common shares from time to time. In the event that a dividend is paid in the form of Class A common shares or Class B common shares, or rights to acquire Class A common shares or Class B common shares: (i) the holders of Class A common shares shall receive Class A common shares, or rights to acquire Class A common shares, as the case may be; and (ii) the holders of Class B common shares shall receive Class B common shares, or rights to acquire Class B common shares, as the case may be.

Appointment, Disqualification and Removal of Directors

PagSeguro Digital is managed by its board of directors. The Articles of Association provide that, unless otherwise determined by a special resolution of shareholders, the board of directors will be composed of four to 11 directors, with the number being determined by a majority of the directors then in office. There are no provisions relating to retirement of directors upon reaching any age limit. The Articles of Association also provide that, while PagSeguro Digital's shares are admitted to trading on NYSE, the board of directors must always comply with the residency and citizenship requirements of the U.S. securities laws applicable to foreign private issuers.

The Articles of Association provide that directors shall be elected by an ordinary resolution of our shareholders, which requires the affirmative vote of a simple majority of the votes cast on the resolution by the shareholders entitled to vote who are present, in person or by proxy, at the meeting. Each director shall be appointed and elected for such term as the resolution appointing him or her may determine or until his or her death, resignation or removal.

PagSeguro Digital's directors are Luis Frias, Eduardo Alcaro, Maria Judith de Brito, Maria Carolina Ferreira Lacerda, Cleveland Prates Teixeira and Marcia Nogueira de Mello. Mr. Teixeira, Ms. Mello and Ms. Lacerda are "independent" as that term is defined under the applicable rules and regulations of the SEC and the listing standards of the NYSE.

Any vacancies on the board of directors that arise other than upon the removal of a director by resolution passed at a general meeting can be filled by the remaining directors (notwithstanding that they may constitute less than a quorum). Any such appointment shall be as an interim director to fill such vacancy until the next annual general meeting of shareholders.

Additions to the existing board (within the limits set pursuant to the Articles of Association) may be made by ordinary resolution of the shareholders.

Upon the completion by PagSeguro Digital of its IPO, the board of directors put in place an audit committee. See "Item 6. Directors, Senior Management and Employees—Audit Committee."

Grounds for Removing a Director

A director may be removed with or without cause by ordinary resolution. The notice of general meeting must contain a statement of the intention to remove the director and must be served on the director not less than ten calendar days before the meeting. The director is entitled to attend the meeting and be heard on the motion for his removal.

The office of a director will be vacated automatically if he or she (i) becomes prohibited by law from being a director, (ii) becomes bankrupt or makes an arrangement or composition with his creditors, (iii) dies or is in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director, (iv) resigns his office by notice to us, or (v) has for more than six months been absent without permission of the directors from meetings of the board of directors held during that period, and the remaining directors resolve that his or her office be vacated.

Proceedings of the Board of Directors

The Articles of Association provide that PagSeguro Digital's business is to be managed and conducted by the board of directors. The quorum necessary for the board meeting shall be a simple majority of the directors then in office (subject to there being a minimum of two directors present) and business at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a casting vote.

Subject to the provisions of the Articles of Association, the board of directors may regulate its proceedings as they determine is appropriate. Board meetings shall be held at least once every calendar quarter and shall take place either in São Paulo, Brazil or at such other place as the directors may determine.

Subject to the provisions of the Memorandum and Articles of Association, to any directions given by ordinary resolution of the shareholders and the listing rules of the NYSE, the board of directors may from time to time at its discretion exercise all powers of PagSeguro Digital, including, subject to the Companies Act, the power to issue debentures, bonds and other securities of the company, whether outright or as collateral security for any debt, liability or obligation of our company or of any third party.

Inspection of Books and Records

Holders of PagSeguro Digital shares will have no general right under Cayman Islands law to inspect or obtain copies of the list of shareholders or corporate records of the Company. However, the board of directors may determine from time to time whether and to what extent PagSeguro Digital's accounting records and books shall be open to inspection by shareholders who are not members of the board of directors. Notwithstanding the above, the Articles of Association provide shareholders with the right to receive annual financial statements. Such right to receive annual financial statements may be satisfied by publishing the same on the company's website or filing such annual reports, as we are required to file with the SEC.

Register of Shareholders

Our registered Class A common shares are held through DTC, and DTC or Cede & Co., as nominee for DTC, is recorded in the shareholders' register as the holder of our Class A common shares.

Under Cayman Islands law, PagSeguro Digital must keep a register of shareholders that includes:

- the names and addresses of the shareholders, a statement of the class and number of shares held by each member, distinguish each share by its number (if such share has a number) and whether such shares carry voting rights, and of the amount paid or agreed to be considered as paid, on the shares of each member;
- the date on which the name of any person was entered on the register as a member; and
- the date on which any person ceased to be a member.

Under Cayman Islands law, the register of shareholders of PagSeguro Digital is prima facie evidence of the matters set out therein (i.e., the register of shareholders will raise a presumption of fact on the matters referred to above unless rebutted) and a shareholder registered in the register of shareholders is deemed as a matter of Cayman Islands law to have prima facie legal title to the shares as set against his or her name in the register of shareholders. The shareholders recorded in the register of shareholders should be deemed to have legal title to the shares set against their name.

If the name of any person is incorrectly entered in or omitted from the register of shareholders, or if there is any default or unnecessary delay in entering on the register the fact of any person having ceased to be a shareholder of PagSeguro Digital, the person or member aggrieved (or any shareholder of PagSeguro Digital, or PagSeguro Digital itself) may apply to the Cayman Islands Grand Court for an order that the register be rectified, and the Court may either refuse such application or it may, if satisfied of the justice of the case, make an order for the rectification of the register of shareholders.

Exempted Company

PagSeguro Digital is an exempted company with limited liability under the Companies Act. The Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except for the exemptions and privileges listed below:

- an exempted company does not have to file an annual return of its shareholders with the Registrar of Companies;
- an exempted company's register of shareholders is not open to inspection;
- an exempted company does not have to hold an annual general meeting;
- an exempted company may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- an exempted company may register as a limited duration company; and
- an exempted company may register as a segregated portfolio company.

"Limited liability" means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

PagSeguro Digital is subject to reporting and other informational requirements of the Exchange Act, as applicable to foreign private issuers. Except as otherwise disclosed in this annual report, PagSeguro Digital complies with the NYSE rules in lieu of following home country practice.

Anti-Takeover Provisions in our Memorandum and Articles of Association

Some provisions of the Memorandum and Articles of Association may discourage, delay or prevent a change in control of PagSeguro Digital or management that shareholders may consider favorable. In particular, the capital structure of PagSeguro Digital concentrates ownership of voting rights in the hands of UOL. These provisions, which are summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of PagSeguro Digital to first negotiate with the board of directors. However, these provisions could also have the effect of discouraging others from attempting hostile takeovers and, as a consequence, they may also inhibit temporary fluctuations in the market price of the Class A common shares that often result from actual or rumored hostile takeover attempts. These provisions may also have the effect of preventing changes in the management of PagSeguro Digital. It is possible that these provisions could make it more difficult to accomplish transactions that shareholders may otherwise deem to be in their best interests.

Two Classes of Common Shares

The Class B common shares of PagSeguro Digital are entitled to 10 votes per share, while the Class A common shares are entitled to one vote per share. Since it owns of all of the Class B common shares of PagSeguro Digital, UOL currently has the ability to elect all directors and to determine the outcome of most matters submitted for a vote of shareholders. This concentrated voting control could discourage others from initiating any potential merger, takeover, or other change of control transaction that other shareholders may view as beneficial.

So long as UOL has the ability to determine the outcome of most matters submitted to a vote of shareholders as well as the overall management and direction of PagSeguro Digital, third parties may be deterred in their willingness to make an unsolicited merger, takeover, or other change of control proposal, or to engage in a proxy contest for the election of directors. As a result, the fact that PagSeguro Digital has two classes of common shares may have the effect of depriving you as a holder of Class A common shares of an opportunity to sell your Class A common shares at a premium over prevailing market prices and make it more difficult to replace the directors and management of PagSeguro Digital.

Preferred Shares

PagSeguro Digital's board of directors is given wide powers to issue one or more classes or series of shares with preferred rights. Such preferences may include, for example, dividend rights, conversion rights, redemption privileges, enhanced voting powers and liquidation preferences.

Despite the anti-takeover provisions described above, under Cayman Islands law, PagSeguro Digital's board of directors may only exercise the rights and powers granted to them under the Memorandum and Articles of Association, for what they believe in good faith to be in the best interests of PagSeguro Digital.

Protection of Non-Controlling Shareholders

The Grand Court of the Cayman Islands may, on the application of shareholders holding not less than one fifth of the shares of PagSeguro Digital in issue, appoint an inspector to examine the Company's affairs and report thereon in a manner as the Grand Court shall direct.

Subject to the provisions of the Companies Act, any shareholder may petition the Grand Court of the Cayman Islands, which may make a winding up order, if the court is of the opinion that this winding up is just and equitable.

Notwithstanding the U.S. securities laws and regulations that are applicable to PagSeguro Digital, general corporate claims against PagSeguro Digital by its shareholders must, as a general rule, be based on the general laws of contract or tort applicable in the Cayman Islands or their individual rights as shareholders as established by PagSeguro Digital's Memorandum and Articles of Association.

The Cayman Islands courts ordinarily would be expected to follow English case law precedents, which permit a minority shareholder to commence a representative action against PagSeguro Digital, or derivative actions in PagSeguro Digital's name, to challenge: (i) an act which is ultra vires or illegal; (ii) an act which constitutes a fraud against the minority and the wrongdoers themselves control PagSeguro Digital; and (iii) an irregularity in the passing of a resolution that requires a qualified (or special) majority.

Registration Rights and Restricted Shares

Although no shareholders of PagSeguro Digital have formal registration rights, they or entities controlled by them or their permitted transferees will be able to sell their shares in the public market from time to time without registering them, subject to certain limitations on the timing, amount and method of those sales imposed by regulations promulgated by the SEC.

Principal Differences between Cayman Islands and U.S. Corporate Law

The Companies Act was modelled originally after similar laws in England and Wales but does not follow subsequent statutory enactments in England and Wales. In addition, the Companies Act differs from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of the significant differences between the provisions of the Companies Act applicable to PagSeguro Digital and the laws applicable to companies incorporated in the United States and their shareholders.

Mergers and Similar Arrangements

The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies.

For these purposes: (i) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company; and (ii) "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies in the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by: (i) a special resolution of the shareholders of each constituent company; and (ii) such other authorization, if any, as may be specified in such constituent company's articles of association. The plan must be approved by the directors of each constituent company and filed with the Register of Companies of the Cayman Islands together with a declaration as to: (i) the solvency of the consolidated or surviving company; (ii) the merger or consolidation is bona fide and not intended to defraud unsecured creditors of the constituent companies; (iii) no petition or other similar proceeding has been filed and remains outstanding and no order or resolution to wind up the company in any jurisdiction; (iv) no receiver, trustee, administrator or similar person has been appointed in any jurisdiction and is acting in respect of the constituent company, its affairs or property; (v) no scheme, order, compromise or similar arrangement has been entered into or made in any jurisdiction with creditors; (vi) a list of the assets and liabilities of each constituent company; (vii) the non-surviving constituent company has retired from any fiduciary office held or will do so; (viii) that the constituent company has complied with any requirements under the regulatory laws, where relevant; and (ix) an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and published in the Cayman Islands Gazette.

Dissenting shareholders have the right to be paid the fair value of their shares (which, if not agreed between the parties, may be determined by the Cayman Islands' court) if they follow the required procedures, subject to certain exceptions. Court approval is not required for a merger or consolidation, which is effected in compliance with these statutory procedures.

In addition, there are statutory provisions that facilitate the reconstruction and amalgamation of companies, provided that the arrangement in question is approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder would have the right to express to the court the view that the transaction should not be approved, the court can be expected to approve the arrangement if it satisfies itself that:

- PagSeguro Digital is not proposing to act illegally or ultra vires and the statutory provisions as to majority vote have been complied with;
- the shareholders have been fairly represented at the meeting in question;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act or that would amount to a "fraud on the minority."

When a takeover offer is made and accepted by holders of 90.0% in value of the shares affected within four months, the offer or may, within a two-month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection may be made to the Grand Court of the Cayman Islands but is unlikely to succeed unless there is evidence of fraud, bad faith or collusion.

If the arrangement and reconstruction were thus approved, any dissenting shareholders would have no rights comparable to appraisal rights, which might otherwise ordinarily be available to dissenting shareholders of U.S. corporations and allow such dissenting shareholders to receive payment in cash for the judicially determined value of their shares.

Shareholders' Suits

Class actions are not recognized in the Cayman Islands, but groups of shareholders with identical interests may bring representative proceedings, which are similar. However, a class action suit could nonetheless be brought in a U.S. court pursuant to an alleged violation of U.S. securities laws and regulations.

In principle, PagSeguro Digital itself would normally be the proper plaintiff and as a general rule, whilst a derivative action may be initiated by a minority shareholder on behalf of PagSeguro Digital in a Cayman Islands court, such shareholder will not be able to continue those proceedings without the permission of a Grand Court judge, who will only allow the action to continue if the shareholder can demonstrate that PagSeguro Digital has a good case against the Defendant, and that it is proper for the shareholder to continue the action rather than the Company's board of directors. Examples of circumstances in which derivative actions would be permitted to continue are where:

- a company is acting or proposing to act illegally or beyond the scope of its authority;
- the act complained of, although not beyond the scope of its authority, could be effected duly if authorized by more than a simple majority vote that has not been obtained; and
- those who control the company are perpetrating a "fraud on the minority."

Corporate Governance

Cayman Islands law restricts transactions between a company and its directors unless there are provisions in the Memorandum and Articles of Association which provide a mechanism to alleviate possible conflicts of interest. Additionally, Cayman Islands law imposes on directors' duties of care and skill and fiduciary duties to the companies that they serve. Under PagSeguro Digital's Articles of Association, a director must disclose the nature and extent of his interest in any contract or arrangement, and following such disclosure and subject to any separate requirement under applicable law or the listing rules of the NYSE, and unless disqualified by the chairman of the relevant meeting, the interested director may vote in respect of any transaction or arrangement in which he or she is interested. The interested director shall be counted in the quorum at such meeting and the resolution may be passed by a majority of the directors present at the meeting.

Indemnification of Directors and Executive Officers and Limitation of Liability

The Companies Act does not limit the extent to which a company's articles of association may provide for indemnification of directors and officers, except to the extent that it may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. PagSeguro Digital's Articles of Association provide that we shall indemnify and hold harmless our directors and officers against all actions, proceedings, costs, charges, expenses, losses, damages, liabilities, judgments, fines, settlements and other amounts incurred or sustained by such directors or officers, other than by reason of such person's dishonesty, willful default or fraud, in or about the conduct of our 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 costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil, criminal or other proceedings concerning PagSeguro Digital or our affairs in any court whether in the Cayman Islands or elsewhere. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to PagSeguro Digital's directors, officers or persons controlling the Company under the foregoing provisions, we have been informed that, in the opinion of the SEC, this indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Directors' Fiduciary Duties

As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company. Accordingly, directors owe fiduciary duties to their company to act bona fide in what they consider to be the best interests of the company, to exercise their powers for the purposes for which they are conferred and not to place themselves in a position where there is a conflict between their personal interests and their duty to the company. Accordingly, a director owes a company a duty not to make a profit based on his or her position as director (unless the company permits him or her to do so) and a duty not to put himself or herself in a position where the interests of the company conflict with his or her personal interest or his or her duty to a third party. However, this obligation may be varied by the company's articles of association, which may permit a director to vote on a matter in which he has a personal interest provided that he has disclosed that nature of his interest to the board of directors. PagSeguro Digital's Articles of Association provides that a director must disclose the nature and extent of his or her interest in any contract or arrangement, and following such disclosure and subject to any separate requirement under applicable law or the listing rules of the NYSE, and unless disqualified by the chairman of the relevant meeting, such director may vote in respect of any transaction or arrangement in which he or she is interested and may be counted in the quorum at the meeting.

A director of a Cayman Islands company also owes to the company duties to exercise independent judgment in carrying out his functions and to exercise reasonable skill, care and diligence, which has both objective and subjective elements. Recent Cayman Islands case law confirmed that directors must exercise the care, skill and diligence that would be exercised by a reasonably diligent person having the general knowledge, skill and experience reasonably to be expected of a person acting as a director. Additionally, a director must exercise the knowledge, skill and experience which he or she actually possesses.

A general notice may be given by a director to the board of directors to the effect that: (i) the director is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm; or (i) he or she is to be regarded as interested in any contract or arrangement which may after the date of the notice to the board of directors be made with a specified person who is connected with him or her, will be deemed sufficient declaration of interest. This notice shall specify the nature of the interest in question. Following the disclosure being made pursuant to PagSeguro Digital's Articles of Association and subject to any separate requirement under applicable law or the listing rules of the NYSE, and unless disqualified by the chairman of the relevant meeting, a director may vote in respect of any transaction or arrangement in which he or she is interested and may be counted in the quorum at the meeting.

In comparison, under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself or herself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director act in a manner he or she reasonably believes to be in the best interests of the corporation. He or she must not use his or her corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, a director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation.

Shareholder Proposals

Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. The Delaware General Corporation Law does not provide shareholders an express right to put any proposal before the annual meeting of shareholders, but Delaware corporations generally afford shareholders an opportunity to make proposals and nominations provided that they comply with the notice provisions in the certificate of incorporation or bylaws. The board of directors may call a special meeting or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings.

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. PagSeguro Digital's Articles of Association provide that upon the requisition of one or more shareholders representing not less than one-third of the voting rights entitled to vote at general meetings, the board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. The Memorandum and Articles of Association provide no other right to put any proposals before annual general meetings or extraordinary general meetings.

Cumulative Voting

Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. As permitted under Cayman Islands law, PagSeguro Digital's Articles of Association do not provide for cumulative voting. As a result, the shareholders of PagSeguro Digital are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of Directors

The office of a director shall be vacated automatically if, among other things, he or she (i) becomes prohibited by law from being a director, (ii) becomes bankrupt or makes an arrangement or composition with his creditors, (iii) dies or is in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director, (iv) resigns his office by notice to us, or (v) has for more than six months been absent without permission of the directors from meetings of the board of directors held during that period, and the remaining directors resolve that his/her office be vacated.

Transaction with Interested Shareholders

The Delaware General Corporation Law provides that; unless the corporation has specifically elected not to be governed by this statute, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that this person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns or owned 15% or more of the target's outstanding voting shares or who or which is an affiliate or associate of the corporation and owned 15% or more of the corporation's outstanding voting shares within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which the shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction, which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

Cayman Islands law has no comparable statute. As a result, PagSeguro Digital cannot avail itself of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that the board of directors owe duties to ensure that these transactions are entered into bona fide in the best interests of the company and for a proper corporate purpose and, as noted above, a transaction may be subject to challenge if it has the effect of constituting a fraud on the minority shareholders.

Dissolution; Winding Up; Restructuring

Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. If the dissolution is initiated by the board of directors it may be approved by a simple majority of the corporation's outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority-voting requirement in connection with dissolutions initiated by the board. Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company resolves by ordinary resolution that it be wound up because it is unable to pay its debts as they fall due. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so.

Under the Companies Act, PagSeguro Digital may be dissolved, liquidated or wound up by a special resolution of shareholders (requiring a two-thirds majority vote). PagSeguro Digital's Articles of Association also give its board of directors authority to petition the Cayman Islands Court to wind up PagSeguro Digital.

Under the Companies Act, a company may present a petition to the Court for the appointment of a restructuring officer on grounds that (i) the company is (or is likely) to become unable to pay its debts and (ii) intends to present a compromise or arrangement to its creditors (or classes thereof). The Companies Act allows a petition to be presented by a company acting by its directors, without a resolution of its shareholders or an express power in its articles of association.

Variation of Rights of Shares

Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of that class, unless the certificate of incorporation provides otherwise. Under PagSeguro Digital's Articles of Association, if the share capital is divided into more than one class of shares, the rights attached to any class may only be varied with the written consent of the holders of two-thirds of the shares of that class or the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

Also, except with respect to share capital (as described above), alterations to PagSeguro Digital's Memorandum and Articles of Association may only be made by special resolution of shareholders (requiring a two-thirds majority vote).

Amendment of Governing Documents

Under the Delaware General Corporation Law, a corporation's certificate of incorporation may be amended only if adopted and declared advisable by the board of directors and approved by a majority of the outstanding shares entitled to vote, and the bylaws may be amended with the approval of a majority of the outstanding shares entitled to vote and may, if so provided in the certificate of incorporation, also be amended by the board of directors. Under Cayman Islands law, PagSeguro Digital's Memorandum and Articles of Association generally (and save for certain amendments to share capital described in this section) may only be amended by special resolution of shareholders (requiring a two-thirds majority vote).

Rights of Non-Resident or Foreign Shareholders

There are no limitations imposed by PagSeguro Digital's Memorandum and Articles of Association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on PagSeguro Digital's shares. In addition, there are no provisions in the Memorandum and Articles of Association governing the ownership threshold above which shareholder ownership must be disclosed.

Transfer Agent and Registrar

Equiniti Trust Company, LLC maintains our shareholders' register and acts as our transfer agent, registrar and paying agent for the Class A common shares. The Class A common shares are traded on the NYSE in book-entry form. The transfer agent, registrar and paying agent's address is 6201 15th Avenue, Brooklyn, NY, 11219, and its telephone number is +1 (800) 937-5449 or +1 (718) 921-8124.

Material Contracts

For information concerning our material contracts, see "Item 4. Information on the Company," "Item 5. Operating and Financial Review and Prospects," "Item 6. Directors, Senior Management and Employees—Compensation" and Item 7. Major Shareholders and Related Party Transactions—Related Party Transactions."

Exchange Controls and Other Limitations Affecting Security Holders

The Cayman Islands currently has no exchange control restrictions.

Taxation

The following summary contains a description of certain Cayman Islands and U.S. federal income tax consequences of the acquisition, ownership and disposition of our Class A common shares but it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of Class A common shares. The summary is based upon the tax laws of the Cayman Islands and regulations thereunder and on the tax laws of the United States and regulations thereunder at the date hereof, which are subject to change. Holders of our Class A common shares should consult their own tax advisors as to the tax consequences of the acquisition, ownership and disposition of Class A common shares.

Cayman Islands Tax Considerations

The Cayman Islands laws currently levy no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty or withholding tax applicable to us or to any holder of Class A common shares. There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within the jurisdiction of the Cayman Islands. No stamp duty is payable in the Cayman Islands on transfers of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands. The Cayman Islands is not party to any double tax treaties, which are applicable to any payments made by or to our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

As a Cayman Islands exempted company with limited liability, we have received an undertaking from the Cabinet Office of the Cayman Islands, dated August 10, 2017, as to tax concessions pursuant to Section 6 of the Tax Concessions Act (2018 Revision). This undertaking provides that, for a period of 20 years from the date of issue of the undertaking, no law thereafter enacted in the Cayman Islands imposing any taxes to be levied on profits, income, gains or appreciation will apply to us or our operations and, in addition, no such tax shall be payable:

(i) on or in respect of our shares (including our Class A common shares), debentures or other obligations; or

(ii) by way of withholding in whole or in part of any payment of dividend or other distribution of income or capital to any holder of our shares (including our Class A common shares) or any payment of interest or other sums due under our debentures or other obligations.

There is no income tax treaty or convention currently in effect between the United States and the Cayman Islands.

U.S. Federal Income Tax Considerations

The following discussion describes certain U.S. federal income tax consequences of the purchase, beneficial ownership and disposition of our Class A common shares. This discussion deals only with Class A common shares that are held as capital assets for U.S. federal income tax purposes by a United States Holder (generally property held for investment).

As used herein, the term "United States Holder" means a beneficial owner of our Class A common shares that is, for U.S. federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if it (i) is subject to the primary supervision of a court within the United States and one or more United States persons (as defined in Section 7701(a)(30) of the Code (as defined below)) have the authority to control all substantial decisions of the trust, or (ii) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person (as defined in Section 7701(a)(30) of the Code (as defined below)).

This discussion is based upon provisions of the Internal Revenue Code of 1986, as amended, or the Code, its legislative history, existing final, temporary and proposed regulations, administrative pronouncements of the U.S. Internal Revenue Service, or the IRS, and judicial decisions thereunder at the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those summarized below. We have not sought any ruling from the IRS with respect to the statements made and the conclusions reached in this discussion, and there can be no assurance that the IRS will agree with these statements and conclusions.

This discussion does not represent a detailed description of the U.S. federal income tax consequences applicable to you if you are subject to special treatment under the U.S. federal income tax laws, including if you are:

- a dealer in securities or currencies;
- a bank or other financial institution;
- a regulated investment company;
- a real estate investment trust;
- an insurance company;
- a person holding our Class A common shares in a retirement account or other tax-deferred account;
- a tax-exempt organization;
- a person holding our Class A common shares as part of a hedging, integrated or conversion transaction, a constructive sale or a straddle;
- a trader in securities that has elected the mark-to-market method of accounting for your securities;
- a person who owns directly, indirectly or constructively, 10% or more of our shares by vote or value;
- a partnership or other pass-through entity for U.S. federal income tax purposes; or
- a person whose "functional currency" is not the United States dollar.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our Class A common shares, the tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership considering an investment in our Class A common shares, you should consult your tax advisors as to the U.S. federal, state, local and non-U.S. tax consequences of the acquisition, beneficial ownership and disposition of our Class A common shares.

Except where specifically described below, this discussion assumes that we are not a passive foreign investment company, or PFIC, for U.S. federal income tax purposes. See the discussion under "—Passive Foreign Investment Company" below.

This discussion does not contain a detailed description of all the U.S. federal income tax consequences to you in light of your particular circumstances and does not address the alternative minimum tax, net investment income tax consequences, or the effects of any state, local, non-United States tax laws or any estate and gift tax laws. If you are considering the purchase of our Class A common shares, you should consult your own tax advisors concerning the particular U.S. federal income tax consequences to you of the purchase, beneficial ownership and disposition of our Class A common shares, as well as the consequences to you arising under other U.S. federal tax laws and the laws of any other taxing jurisdiction.

Taxation of Dividends

Subject to the discussion under "—Passive Foreign Investment Company" below, the gross amount of distributions on the Class A common shares will be taxable as dividends to the extent paid out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent that the amount of any distribution exceeds our current and accumulated earnings and profits for a taxable year, the distribution will first be treated as a tax-free return of capital, causing a reduction in the tax basis of the Class A common shares, and to the extent the amount of the distribution exceeds your tax basis, the excess will be taxed as capital gain recognized on a sale or exchange. We do not, however, expect to determine earnings and profits in accordance with U.S. federal income tax principles. Therefore, you should expect that a distribution generally will be reported as a dividend.

With respect to non-corporate United States Holders, certain dividends received from a qualified foreign corporation may be subject to reduced rates of taxation so long as certain holding period and other requirements are met. A foreign corporation is treated as a qualified foreign corporation provided that: (i) the corporation was not, in the year prior to the year in which the dividend was paid, and is not, in the year in which the dividend is paid, a PFIC (as discussed below); and (ii) either (A) the corporation is eligible for the benefits of a comprehensive income tax treaty with the United States that the IRS has approved for purposes of the qualified dividend rules, or (B) the stock with respect to dividends paid by that corporation is readily tradable on an established securities market in the United States, such as the NYSE. Our Class A common shares are listed on the NYSE.

We believe that dividends we pay on our Class A common shares will meet the conditions required for the reduced tax rate. There can be no assurance, however, that our Class A common shares will be considered readily tradable on an established securities market in later years. Non-corporate United States Holders that do not meet a minimum holding period requirement during which they are not protected from the risk of loss or that elect to treat the dividend income as "investment income" pursuant to Section 163(d)(4) of the Code will not be eligible for the reduced rates of taxation regardless of our status as a qualified foreign corporation. In addition, the rate reduction will not apply to dividends if the recipient of a dividend is obligated (whether under a short sale or otherwise) to make related payments with respect to positions in substantially similar or related property. This disallowance applies even if the minimum holding period has been met. You should consult your own tax advisors regarding the application of these rules to your particular circumstances.

Any dividends that you receive will be includable in your gross income as ordinary income on the day actually or constructively received by you. Such dividends will not be eligible for the dividends received deduction allowed to corporations under the Code.

Passive Foreign Investment Company

We do not expect to be a PFIC for the current taxable year or any future year, based on our current business plans. However, whether we are a PFIC will be determined annually based upon the composition and nature of our income, the composition, nature and valuation of our assets (including goodwill), all of which are subject to change, and which may be determined in large part by reference to the market value of our shares, which may be volatile, and our corporate structure and the classification for U.S. federal income tax purposes of our subsidiaries. The determination of whether we are a PFIC will also depend upon the application of complex U.S. federal income tax rules concerning the classification of our assets (including goodwill) and income for this purpose, and the application of these rules is uncertain in some respects. Moreover, the determination of the value of our assets (including goodwill and certain other intangible assets) may depend on our market capitalization, and that market capitalization may fluctuate. Accordingly, due to the lack of directly applicable authority regarding the foregoing, there can be no assurance that the IRS will not challenge any determination by us that we are not a PFIC.

Under the Code, we will be a PFIC for any taxable year in which, after the application of certain "look-through" rules with respect to subsidiaries, either (i) 50% or more of the average quarterly value of our assets consist of assets that produce, or are held for the production of, passive income (the "asset test"), or (ii) 75% or more of our gross income consists of passive income (the "income test"). For purposes of the asset test, any cash, including proceeds from the public offering, will generally be treated as a passive asset and the amount of cash held by us in any year will depend, in part, on when we spend the cash raised from the public offering and generated in our operations. Furthermore, to the extent any of our receivables are considered to give rise to passive income, such receivables will be considered passive assets for purposes of the asset test. In addition, the determination of our PFIC status will depend upon the nature of the assets acquired by us. Moreover, the determination of the value of our assets (including goodwill and certain other intangible assets) may depend on our market capitalization, and that market capitalization may fluctuate. Accordingly, there can be no assurance that we will satisfy the asset test in the current or any future year.

For purposes of the income test, passive income generally includes dividends, interest (including certain types of income that are equivalent to interest), royalties and rents (other than royalties and rents derived in the active conduct of a trade or business and not derived from a related person), as well as gains from the sale of assets (such as stock) that produce passive income, foreign currency gains, and certain other categories of income. If we own (directly or indirectly) at least 25% (by value) of the stock of another corporation, we will be treated, for purposes of determining whether we are a PFIC, as owning our proportionate share of the other corporation's assets and as receiving directly our proportionate share of the other corporation's income.

If we are or become a PFIC for any taxable year during which you hold our Class A common shares and you do not make a timely mark-to-market election, as described below, you will be subject to special tax rules with respect to any "excess distribution" received on such Class A common shares and any gain realized from a sale or other disposition, including a pledge, of Class A common shares. Distributions received in a taxable year will be treated as excess distributions to the extent that they are greater than 125% of the average annual distributions received during the shorter of the three preceding taxable years or your holding period for the Class A common shares. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over your holding period for the Class A common shares,
- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we were a PFIC, will be treated as ordinary income, and
- the amount allocated to each other year will be subject to tax at the highest tax rate in effect for that year for individuals or corporations, as applicable, and the interest charge (at the rate generally applicable to underpayments of tax) will be imposed on the resulting tax attributable to each such year.

Although the determination of whether we are a PFIC is made annually, if we are a PFIC for any taxable year in which you hold our Class A common shares, you generally will be subject to the special tax rules described above for that year and for each subsequent year in which you hold the Class A common shares (even if we do not qualify as a PFIC in such subsequent years). However, if we cease to be a PFIC, you can avoid the continuing impact of the PFIC rules by making a special election to recognize gain as if you had sold our Class A common shares for its fair market value on the last day of the last taxable year during which we were a PFIC. If such an election is made, any gain from the deemed sale is generally treated as an excess distribution. You are urged to consult your own tax advisor about this election.

In lieu of being subject to the special tax rules relating to PFICs and excess distributions discussed above, you may make a mark-to-market election with respect to our Class A common shares provided such Class A common shares are treated as "marketable stock." The Class A common shares generally will be treated as marketable stock if they are "regularly traded" on a "qualified exchange or other market" (within the meaning of the applicable Treasury regulations), such as the NYSE. Our Class A common shares are listed on the NYSE.

If you make an effective mark-to-market election, for each taxable year that we are a PFIC you will include as ordinary income the excess of the fair market value of our Class A common shares at the end of the year over your adjusted tax basis in the Class A common shares. You will be entitled to deduct as an ordinary loss in each such year the excess of your adjusted tax basis in the Class A common shares over their fair market value at the end of the year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. Your adjusted tax basis in the Class A common shares will be increased by the amount of any income inclusions and decreased by the amount of any deductions under the mark-to-market rules. In addition, upon the sale or other disposition of our Class A common shares in a year that we are a PFIC, any gain will be treated as ordinary income and any loss will be treated as ordinary loss, but only to the extent of the net amount of previously included income as a result of the mark-to-market election. If you make a mark-to-market election, the tax rules that apply to distributions by corporations that are not PFICs would apply to distributions by us, except that the reduced rate discussed above under "—Taxation of Dividends" would not apply.

If you make a mark-to-market election, it will be effective for the taxable year for which the election is made and all subsequent taxable years unless the Class A common shares are no longer regularly traded on a qualified exchange or other market, or the IRS consents to the revocation of the election. You are urged to consult your tax advisor about the availability of the mark-to-market election, and whether making the election would be advisable in your particular circumstances.

Alternatively, you can sometimes avoid the special tax rules described above by electing to treat a PFIC as a "qualified electing fund" under Section 1295 of the Code. However, this option is not available to you because we do not intend to comply with the requirements necessary to permit you to make this election in the event that we are or become a PFIC.

If we are a PFIC for any taxable year during which you hold our Class A common shares and any of our non-United States subsidiaries is also a PFIC, you will be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of the PFIC rules. A United States Holder may not make a mark-to-market election with respect to the shares of any lower-tier PFIC. Thus, the mark-to-market election is not available to mitigate the adverse tax consequences attributable to any lower-tier PFIC.

You are urged to consult your tax advisors about the application of the PFIC rules to any of our subsidiaries.

You generally will be required to file Internal Revenue Service Form 8621 if you hold our Class A common shares in any year in which we are classified as a PFIC. You are urged to consult your tax advisors concerning the U.S. federal income tax consequences of holding Class A common shares if we are considered a PFIC in any taxable year.

Sale, Exchange or Other Taxable Disposition

For U.S. federal income tax purposes, you will recognize taxable gain or loss on any sale or exchange of the Class A common shares in an amount equal to the difference between the amount realized for the Class A common shares and your adjusted tax basis in the Class A common shares. Your initial tax basis in the Class A common shares will be the U.S. dollar value of the purchase price determined on the date of purchase. Subject to the discussion under "—Passive Foreign Investment Company" above, such gain or loss generally will be capital gain or loss and generally will be long-term capital gain or loss if you have held the Class A common shares for more than one year. Long-term capital gains of non-corporate United States Holders (including individuals) are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations. Any gain or loss recognized by you generally will be treated as U.S. source gain or loss.

Information Reporting and Backup Withholding

In general, information reporting will apply to dividends in respect of our Class A common shares and the proceeds from the sale, exchange or other disposition of our Class A common shares that are paid to you within the United States (and in certain cases, outside the United States), unless you are an exempt recipient. Backup withholding may apply to such payments if you fail to provide a taxpayer identification number or certification of exempt status or fail to report in full dividend and interest income. Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your U.S. federal income tax liability provided the required information is timely furnished to the IRS.

In addition, if you are an individual, you should be aware that additional reporting requirements apply (including a requirement to file IRS Form 8938, Statement of Specified Foreign Assets) with respect to the holding of certain foreign financial assets, including stock of foreign issuers which is not held in an account maintained by certain financial institutions, if the aggregate value of all of such assets exceeds US$50,000 at the end of the taxable year or US$75,000 at any time during the taxable year. The thresholds are higher for individuals living outside of the United States and married couples filing jointly. You are encouraged to consult your own tax advisors regarding the application of the information reporting rules to the Class A common shares and the application of these additional reporting requirements to your particular situation.

YOU ARE ENCOURAGED TO CONSULT YOUR OWN INDEPENDENT TAX ADVISORS TO DETERMINE THE U.S. FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF THE ACQUISITION, BENEFICIAL OWNERSHIP AND DISPOSITION OF CLASS A COMMON SHARES.

Dividends and Payments Agents

Not applicable.

Statements by Experts

Not applicable.

Documents on Display

Statements contained in this annual report regarding the contents of any contract or other document are not necessarily complete, and, where the contract or other document is an exhibit to the annual report, each of these statements is qualified in all respects by the provisions of the actual contract or other documents.

We are subject to the informational requirements of the Exchange Act that are applicable to foreign private issuers. Accordingly, we are required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. You may inspect and copy the reports and other information to be filed with the SEC at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington D.C. 20549. Copies of the materials may be obtained from the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549 at prescribed rates. The public may obtain information on the operation of the SEC's Public Reference Room by calling the SEC in the United States at 1-800-SEC-0330. In addition, the SEC maintains an internet website at http://www.sec.gov, from which you can electronically access the registration statement and its materials.

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements and our executive officers, directors and principal shareholders are exempt from reporting and short swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

You may request a copy of our SEC filings, at no cost, by contacting us at our investor relations office at Av. Brigadeiro Faria Lima, 1384, 4º andar, parte A, São Paulo, SP, 01451-001, Brazil. Our investor relations office can be reached at +55 11 3914-9524.

Subsidiary Information

Not applicable.

Common Shares Eligible for Future Sale

As of March 31, 2024, PagSeguro Digital had 209,148,916 Class A common shares (including treasury shares), par value of US$0.000025 per share, issued and outstanding, and 120,459,508 Class B common shares, par value of US$0.000025 per share, issued and outstanding.

Annual Report to Security Holders

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our activities expose us to a variety of financial risks: foreign exchange risk, interest rate risk, fraud risk (chargebacks), credit risk and liquidity risk. Our overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on our financial performance. See Note 26 to our audited consolidated financial statements.

Among the main market risk factors that may affect the PagSeguro business are the following:

Foreign Exchange Risk

Foreign exchange risk arises when future commercial transactions or recognized assets or liabilities are denominated in a currency that is not the entity's functional currency.

The Company's risk is mainly related to POS purchases, PagSeguro Tecnologia, BCPS, PSGP Mexico, PagSeguro Colombia, PagSeguro Chile and PagSeguro Peru that have revenues in other currencies and cash and cash equivalents maintained in other countries, foreign currency exposure generated in companies like Pagseguro Colombia, Pagseguro Chile, are being hedged through a non-deliverable forward.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Our exposure to the risk of changes in market interest rates arises primarily from financial investments and deposits both subject to variable interest rates, principally the CDI rate. For further details, see Note 26 of our financial statements, where a sensitivity analysis of the interest rate risks is presented as of December 31, 2023.

In addition, margins can be affected due to interest rate fluctuation mainly for our prepayment business when we advance receivables to our merchants. Cash is our raw material for this product and if the costs spike, we need to reprice the product to reflect the new cost base. However sometimes the repricing does not occur at the same time of the cost increase or does not achieve the same level, and consequently, the margin may decrease.

Fraud Risk (Chargebacks)

Our sales transactions are susceptible to potentially fraudulent or improper sales. We use the following two main procedures to control fraud risk:

The first procedure consists of monitoring, on a real time basis, transactions carried out using credit and debit cards and boletos through an anti-fraud system. This process approves or rejects suspicious transactions at the time of the authorization, based on statistical models that are revised on an ongoing basis.

The second procedure detects chargebacks and disputes not identified by the first procedure. This is a complementary procedure and increases our ability to avoid and manage chargebacks.

Credit Risk

Credit risk is managed on a group basis. This risk is limited to the possibility of default by (i) card issuers, who are required to transfer the fees charged for transactions carried out by their card holders to the credit and debit card schemes, (ii) acquirers, which we use to approve transactions with card issuers, and (iii) analyses for our customers' background to provide access to credit portfolio.

In order to mitigate this risk, PagSeguro Brazil has established a Credit and Liquidity Risk Committee, whose responsibility is to assess the level of risk of each card issuer served by us, classifying them into three groups:

(i) card issuers presenting a low level of risk, who have credit ratings assigned by Fitch, S&P or Moody's and who do not require additional monitoring;

(ii) card issuers presenting a medium level of risk, who are monitored in accordance with Basel requirements and property, plants and equipment ratios; and

(iii) card issuers presenting a high level of risk, who are assessed by the Credit and Liquidity Risk Committee at monthly meetings.

We have a rating process for loans and credit based on statistical application models (in the early stages of customer relationships) and behavior scoring (used for customers who already have a relationship history). This includes a process for designing, calibrating and implementing policies and guidelines for granting credit and calibrating collection rules. Our approach also involves a process for monitoring the portfolio's risk profile, with a prospective view, which generates early warning alerts to the credit granting policies and risk classification models in a timely manner.

No credit limits were exceeded in 2023, 2022 or 2021. Management does not expect any losses from non-performance by these counterparties in addition to the amounts already recognized as chargebacks, presented as fraud risk.

Liquidity Risk

We manage liquidity risk by maintaining cash reserves, positive working capital and bank credit lines on receivables from issuing banks. We continuously monitor actual and projected cash flows, and match the maturity profile of our financial assets and liabilities in order to ensure we have sufficient funds to honor our obligations to third parties and meet our operational needs.

We invest surplus cash in interest-bearing financial investments, choosing instruments with appropriate maturity or sufficient liquidity to provide adequate margins as determined by the forecasts.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

None.

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

On January 23, 2018, we commenced our IPO. On January 26, 2018, we closed our IPO, pursuant to which we issued and sold 50,925,642 Class A common shares and UOL sold 70,267,746 Class A common shares. Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC acted as the representatives of the underwriters in our IPO. The 121,193,388 registered Class A common shares were sold to the public at a price of US$21.50 per Class A common share, for an aggregate price of US$2,265,789,433. We incurred approximately US$5.3 million in expenses related to our IPO and paid approximately US$91.2 million in underwriting discounts and commissions.

On June 18, 2018, we commenced our follow-on offering. On June 26, 2018, we closed our follow-on offering, pursuant to which we issued and sold 11,550,000 Class A common shares and UOL sold 24,400,000 Class A common shares. Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC acted as the underwriters in our June 2018 follow-on offering. The 35,950,000 registered Class A common shares were sold to the public at a price of US$29.25 per Class A common share, for an aggregate price of US$1,110,037,500. We incurred approximately US$1.8 million in expenses related to our June 2018 follow-on offering and paid approximately US$7.9 million in underwriting discounts and commissions.

On October 16, 2019, we commenced our follow-on offering by our selling shareholder, UOL. On October 21, 2019, we closed our follow-on offering, pursuant to which UOL sold 16,750,000 Class A common shares. Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC acted as the as the representatives of the underwriters in our October 2019 follow-on offering. The 16,750,000 registered Class A common shares were sold to the public at a price of US$39.00 per Class A common share, for an aggregate price of US$653,250,000. The expenses related to our October 2019 follow-on offering and the underwriting discounts and commissions were paid by UOL.

The net proceeds to PagSeguro Digital from the sale of Class A common shares in our January 2018 IPO and June 2018 follow-on offering were approximately US$1,045.8 million and US$328.1 million, respectively, after deducting underwriting discounts and commissions and estimated expenses payable by us.

To date, we have used our net proceeds from our January 2018 IPO and June 2018 follow-on offering to finance working capital, particularly the early payment of receivables feature that we offer merchants, and to fund future selective acquisitions and investments in businesses, technologies or products that are complementary to our business. We currently plan to continue using our net proceeds from our January 2018 IPO and June 2018 follow-on offering for the same purposes. Any remaining net proceeds will be used for other general corporate purposes. Our management will have broad discretion in allocating the net proceeds from our January 2018 IPO and June 2018 follow-on offering.

We did not receive any proceeds from the sale of common shares by UOL in our January 2018 IPO June 2018 follow-on offering and October 2019 follow-on offering.

ITEM 15. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We have evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of December 31, 2023. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Our management, including our Principal Executive Officer and Chief Financial and Investor Relations Officer and Chief Accounting Officer, are responsible for establishing and maintaining our disclosure controls and procedures. These controls and procedures were designed to ensure that information relating to us required to be disclosed in the reports that we file under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We evaluated these disclosure controls and procedures under the supervision of our Principal Executive Officer and Chief Financial and Investor Relations Officer and Chief Accounting Officer as of December 31, 2023. Based on this evaluation, our Principal Executive Officer and Chief Financial and Investor Relations Officer and Chief Accounting Officer concluded that our disclosure controls and procedures were adequate and effective.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting and for assessing the effectiveness of internal control over financial reporting.

Our internal control over financial reporting is a process designed by, or under the supervision of, our Principal Executive Officer and our Chief Financial and Investor Relations Officer and Chief Accounting Officer, and effected by our board of directors, management and other employees, and is designed to provide reasonable assurance regarding the reliability of financial reporting and of the preparation of our consolidated financial statements for external purposes, in accordance with IFRS, as issued by the IASB.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness of internal control over financial reporting to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with our policies or procedures may deteriorate.

Our management has assessed the effectiveness of internal control over financial reporting as of December 31, 2023, based on the criteria established in Internal Controls—Integrated Framework (2013), issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this assessment and criteria, our management has concluded that our internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of our internal control over financial reporting as of December 31, 2023 has been audited by PricewaterhouseCoopers Auditores Independentes Ltda., an independent registered public accounting firm, as stated in their report included elsewhere in this annual report.

Attestation Report of the Registered Public Accounting Firm

PricewaterhouseCoopers Auditores Independentes Ltda., the independent registered public accounting firm that has audited our consolidated financial statements, has issued a report on the effectiveness of our internal control over financial reporting as of December 31, 2023. This report appears on page F-3 of this annual report.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the year ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16. RESERVED

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

At our board meeting held on January 8, 2018, we established an audit committee, as defined under section 3(a)(58) of the Exchange Act. Our board of directors has determined that Maria Carolina Ferreira Lacerda qualifies as an "audit committee financial expert" as defined for the purposes of this Item 16A in Item 16 of Form 20-F. Maria Carolina Ferreira Lacerda is an "independent director" within the meaning of the SEC rules. For more information, see "Item 6. Directors, Senior Management and Employees—Audit Committee."

ITEM 16B. CODE OF ETHICS

We consider ethics to be an essential value for our reputation and longevity. PagSeguro Digital, including all of our employees, is subject to UOL's Code of Ethics and Conduct and UOL's Code of Ethics and Conduct – Mobbing and Sexual Harassment, which we refer to, together with UOL's Code of Ethics and Conduct, as the Code of Ethics. We will report each year under Item 16B of our annual report on Form 20-F any waivers of the Code of Ethics, in favor of our principal executive officer, chief financial officer, principal accounting officer and persons performing similar functions. The Code of Ethics governs all relations between companies in the UOL group and their stakeholders (shareholders, clients, employees, suppliers, service providers, governments, communities and society). A copy of the Code of Ethics has been filed with this annual report.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Audit and Non-Audit Fees

The following table sets forth the fees billed to us by our independent registered and public accounting firm during the years ended December 31, 2023 and 2022. Our independent accounting firm was PricewaterhouseCoopers Auditores Independentes Ltda. for the years ended December 31, 2023 and December 31, 2022.

	Year ended December 31,	
	2023	**2022**
	(in thousands of reais)	
Audit fees[(1)]	8,902.9	5,994.6
Total	**8,902.9**	**5,994.6**

(1) "Audit Fees" include fees for: (i) the audit of our annual consolidated financial statements for the years ended December 31, 2023 and 2022 prepared in accordance with IFRS, as issued by the IASB; (ii) the review of our interim financial statements for the three-month periods ended March 31, 2023 and 2022, for the six-month periods ended June 30, 2023 and 2022 and for the nine-month periods ended September 30, 2023 and 2022.

Audit Committee Pre-Approval Policies and Procedures

In accordance with the requirements of the US Sarbanes-Oxley Act of 2002 and rules issued by the SEC, in connection with the establishment of our audit committee (which was undertaken as a result of our IPO in January 2018), we introduced a procedure for the review and pre-approval of any services performed by our independent auditors, including audit services, audit related services, tax services and other services. The procedure requires that all proposed engagements of our independent auditors for audit and permitted non-audit services are submitted to the audit committee for approval prior to the beginning of any such services.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

On October 30, 2018, we announced the adoption of our share repurchase program in an aggregate amount of up to US$250 million. Our share repurchase program went into effect in the fourth quarter of 2018 and does not have a fixed expiration date. The program may be executed in compliance with Rule 10b-18 under the Exchange Act.

The table below summarizes the repurchases we made in the periods indicated.

Month	Total Number of Class A Common Shares Purchased	Average Price Paid Per Class A Common Share (R$)[2][3]	Total Number of Class A Common Shares Purchased as Part of Share Repurchase Program	Approximate Dollar Value of Class A Common Shares that May Yet Be Purchased Under Share Repurchase Program[1] (US$, in millions)
January 2023	—	—	7,033,047.00	126.6
February 2023	—		7,033,047.00	126.6
March 2023	1,105,349.00		8,138,396.00	117.9
April 2023	1,381,338.00		9,519,734.00	107.2
May 2023	—		9,519,734.00	107.2
June 2023	965,206.00		10,484,940.00	98.1
July 2023	183,263.00	44.79	10,668,203.00	96.4
August 2023	386,484.00		11,054,689.00	92.9
September 2023	1,814,178.00		12,868,867.00	76.8
October 2023	3,860,142.00		16,729,009.00	46.9
November 2023	—	—	16,729,009.00	46.9
December 2023	—	—	16,729,009.00	46.9

(1) Our share repurchase program, which was adopted in October 2018 authorized the repurchase in an aggregate amount of up to US$250 million with no fixed expiration date.
(2) Not including brokerage fees.
(3) For convenience purposes only, amounts in reais in this column have been translated from U.S. dollars using a weighted average rate of R$ 5.25 to US$1.00 at March 2023, R$ 5.07 at April 2023, R$ 4.79 at June 2023, R$ 4.88 at July 2023, R$ 4.97 at August 2023, R$ 4.95 at September 2023 and R$ 5.05 at December 2023 . These translations should not be construed as representations that the U.S. dollar amounts have been, could have been or could be converted into *reais* at that or at any other exchange rate.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

Significant Differences between our Current Corporate Governance Practices and the U.S. Corporate Governance Standards

We are subject to the NYSE corporate governance listing standards. As a foreign private issuer, however, the standards applicable to us are considerably different from the standards that apply to U.S. listed companies. Under the NYSE rules, as a foreign private issuer, we may follow the "home country" practice of the Cayman Islands, except that we are required to: (i) have an audit committee or audit board that meets certain requirements, pursuant to an exemption available to foreign private issuers (subject to the phase-in rules described above under "Item 6. Directors, Senior Management and Employees—Audit Committee"); (ii) to provide prompt certification by our chief executive officer of any material non-compliance with any corporate governance rules; and (iii) to provide a brief description of the significant differences between our corporate governance practices and the NYSE corporate governance practice required to be followed by U.S. listed companies.

A summary of the significant differences between our corporate governance practices and those required of U.S. listed companies is included below.

Majority of Independent Directors

The NYSE rules applicable to U.S. companies require a majority of the board of directors to be comprised of independent directors. Independence is defined by various criteria, including the absence of a material relationship between the director and the listed company. This is not required by the laws of the Cayman Islands. While our directors meet the qualification requirements of Cayman corporate law, we do not believe that a majority of our directors would be considered independent under the NYSE test for director independence. Currently, three of our directors, Maria Carolina Ferreira Lacerda, Marcia Nogueira Mello and Cleveland Prates Teixeira, are independent.

Compensation committee

The NYSE rules applicable to U.S. companies require the company to have, and to certify that it has and will continue to have, a compensation committee composed entirely of independent directors and governed by a written charter addressing the committee's required purpose and detailing its required responsibilities. This is not required by the laws of the Cayman Islands. Our board of directors is responsible for determining the individual compensation of each executive officer, as well as the compensation of our board and committee members. In making such determinations, the board will review the performance of our executive officers, including the performance of our principal executive officer, who will be required to excuse him- or herself from discussions regarding his or her performance and compensation.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTION THAT PREVENTS INSPECTIONS

Not applicable.

ITEM 16J. INSIDER TRADING POLICY

Not applicable.

ITEM 16K. CYBERSECURITY

We recognize the critical importance of cybersecurity in today's digital economy. Safeguarding the integrity and privacy of customer and corporate data, our commitment to cybersecurity is reflected in our Information Security and Cybersecurity Guidelines, which are designed to protect against threats, vulnerabilities, and incidents that may compromise our information systems or data. Operating in the fintech industry, we are acutely aware of the trust our customers place in us to protect their financial transactions and personal information. Additionally, our business continuity planning and the scrutiny of third-party operations are crucial components of our cybersecurity posture. Reaffirming our commitment to data security and the trust of our customers, we prioritized throughout the year 2023 the execution of new cloud security maturity assessments. These assessments were led by professional services from AWS. The goal was to review and implement best security practices for our cloud environment with the aim of managing our cloud security risks. Our dedicated cybersecurity team, alongside various committees, is committed to implementing these measures throughout the organization. This is achieved through regular compliance reviews, continuous monitoring of network activity and security assessments conducted by independent companies.

Cybersecurity Framework and Governance

Our approach to cybersecurity is holistic and guided by international standards and best practices. It integrates advanced technological solutions with comprehensive governance structures. The foundation of our cybersecurity strategy is aligned with the CIS Critical Security Controls Version 8, National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) and ISO 27001 standards. These frameworks guide our policies and controls across all levels of the organization, ensuring a unified and robust defense mechanism against cyber threats and serving as the foundation for meeting and controlling information security and cybersecurity governance processes to (i) ensure the security of information by protecting its confidentiality, integrity and availability, while preventing unauthorized exposure, (ii) set rules for categorizing data, defining who can access, handle, or share the company's or clients' confidential information based on authorization, and (iii) develop methods and controls to mitigate vulnerabilities, incidents and security risks, providing insights into system health and crafting plans for risk mitigation and response aligned with the company's risk tolerance and strategies.

Risk Management

Cybersecurity risks are managed through a dynamic and iterative process, reflecting the evolving landscape of cyber threats. Our risk management framework includes the identification of potential threats, assessment of vulnerabilities, and the implementation of strategic defenses tailored to protect our critical assets. We leverage advanced technology solutions, including data loss prevention (DLP) tools, endpoint monitoring, and intrusion detection systems, such as sensors and hardware or software protection controls against malicious code, to safeguard our network and data against unauthorized access and cyber threats. We manage and monitor access control (whether physical or logical) to information and assets, as well as their storage, sharing and disposal, so that only authorized personnel can use them under rules, permissions, profiles, or corporate policies. Regular security audits and penetration testing form a critical part of our risk evaluation, enabling us to strengthen our defenses continuously.

Cybersecurity Incident Management

In the event of a cybersecurity incident, our dedicated incident response team is mobilized to contain, assess, and mitigate the impact swiftly. This team works around the clock to monitor our systems for any signs of breach or suspicious activity, also communicating with intelligence partners and external entities. We maintain transparent communication with regulatory bodies and adhere to legal reporting obligations. The 2021 cyberattack on MOIP tested our resilience and demonstrated our capacity to respond decisively to threats. The incident was handled with dedicated professionalism, ensuring no significant disruption to our services or the compromise of sensitive data. For more information, see "Item 4. Information on the Company—Protecting Our Clients—2021 MOIP Cybersecurity Incident."

Business Continuity and Disaster Recovery

Our business continuity and disaster recovery plans are designed to ensure the uninterrupted operation of our services in the face of cyber incidents and adhere to both local and international cybersecurity risk guidelines, including those from the Central Bank, the European Central Bank, and the Cayman Islands Monetary Authority (CIMA). We provide plans and sub-plans (business impact, operational continuity, business recovery, incident management, crisis management, and test/validation plans) for recovering critical services to ensure operational availability and business continuity. These plans are subject to continuous refinement, incorporating lessons learned from drills and real-world incidents to enhance our responsiveness and resilience. The seamless operation of our platform during and after the 2021 MOIP incident is a testament to the effectiveness of our preparedness and recovery strategies. For more information, see "Item 4. Information on the Company—Protecting Our Clients—2021 MOIP Cybersecurity Incident."

Employee Training and Awareness

We believe that a well-informed workforce is our first line of defense against cyber threats. Our training programs cover various aspects of cybersecurity, from basic practices to advanced threat detection techniques, such as: (i) guidelines for the use of network resources or, in a broader context, computational resources, whether fixed assets and/or removable mobile devices, aiming for best practices in handling, protection, processing, monitoring, and sharing of information, (ii) the institution of secure criteria for the use and maintenance of credentials, secrets, tokens, and passwords in the context of using corporate systems; and (iii) guidelines for maintaining backup and restore copies of data and information for the Companies' official repositories and storage locations, as well as regulations for information retention and logging, in compliance with regulatory bodies and current legal matters. Regular updates and drills ensure that our employees are not just aware of their responsibilities but are also equipped to act as custodians of our cybersecurity framework. Breaching security protocols or failing to adhere to guidelines is treated as misconduct, potentially leading to disciplinary actions approved by the human resources, legal, compliance, and information security departments of PagBank Group. These actions will be based on the severity of the breach and the applicable legal standards.

Cybersecurity Team, CISO and Oversight

Our information security committee was established by our team of executive officers and reports directly to them. Our information security committee, which includes cybersecurity, oversees the risks and activities of our information security department, which is segregated from our operations and technology department (which is under our PagSeguro IT department) in order to preserve its autonomy through the separation of the strategic and tactical activities it performs from the execution and support activities performed by the operations and technology department. Our information security department is divided into two structures; (i) the General Management of GRC (Governance, Risks, and Compliance) and (ii) the General Management of Cybersecurity, which is part of the structure that is directly subordinate to the Chief Risk Officer (CRO). Cybersecurity supervision is continuously executed with our audit structures, internal controls, operational risks, external audits, and by the information security committee. It is the responsibility of the general manager of cybersecurity (which also acts as our CISO) to provide information and any necessary input, together with the team of executive officers, to our board of directors, supporting the evaluation and monitoring of cyber risks and the preparation of mandatory reports for regulators and other authorities. This includes compliance with the new SEC requirements on disclosures and filings.

Information Security Committee

The information security committee maintains the following main competencies: (i) ensuring the integrity, availability, confidentiality, and authenticity of the Company's information; (ii) managing and providing visibility to internal and external issues that may affect the Company's business regarding information security; (iii) proposing policies, standards, and general procedures related to information security; (iv) supporting the identification and management activities of specific security risks; (v) establishing guidelines and fronts within the Company in information security initiatives, offering the necessary governance to manage the discipline; (vi) aligning institutional and information technology objectives with information security; (vii) monitoring and proposing action plans to ensure the management of information security-related topics; (viii) complying with current regulations related to information security topics; (ix) enabling, defining, proposing, and approving the technical, material, and financial resources necessary for the implementation of prevention, control, and mitigation actions guided by this committee; (x) analyzing and approving contracts classified as relevant, according to current regulations; (xi) analyzing infractions related to relevant incidents committed by professionals of the Company for validation of the appropriate disciplinary measure; (xii) appointing the CISO (Chief Information Security Officer); (xiii) defining communication and response models in case of incidents related to data leakage and information security, with financial, image, and/or reputational impact; (xiv) defining the strategies, plans, and actions to ensure, support, and meet the Business Continuity Management System Program, ensuring its quality, effectiveness, and compliance during crisis management scenarios; and (xv) defining the general rules regarding the organization, functioning, and structuring of the Information Security Committee's activities. The information security committee is composed of the following members: CEO (Chief Executive Officer), CRO (Chief Risk Officer), CTO (Chief Technology Officer) and GRC/CISO (general manager of information security, general manager of cybersecurity), and representatives of audit structures, operational risks, and internal controls.

All members of our committee possess experience in dealing with and overseeing cybersecurity related matters and incidents. Additionally, our general manager of information security possesses a degree in Technology and Data Processing from the University of Mackenzie in São Paulo, a specialization degree in Business Management from the FIA Business School and an MBA in Technology and Information Security from IMPACTA. Our general manager of information security also has 29 years of career experience in technology and information security of which 13 years have been spent holding executive and management positions. Our general manager of cybersecurity possesses a degree in Information Technology from the Unicentro Newton Paiva in Belo Horizonte in the State of Minas Gerais and a post-graduate degree in Business Administration from the FGV Institute also in Belo Horizonte. Our general manager of cybersecurity has 26 years of career experience in technology and information of which nine years were spent working at financial institutions (Banco Bomsucesso, Banco BMG and PagBank) and eight years were spent in academia as a post-graduate professor at IGTI and PUC Minas. Furthermore, our general manager of cybersecurity has been appointed as our CISO and acts on behalf of PagSeguro when dealing with matters involving the Central Bank, in accordance with the applicable laws and regulation.

Compliance and Certifications

PagBank Group's commitment to cybersecurity is also demonstrated through our adherence to international standards and regulatory requirements. Our certifications, including PCI-DSS and PCI-PIN, in addition to receiving the recommendation by QMS Certification Brazil (qualified external auditor) of ISO-22301 certification, are a testament to our dedication to maintaining rigorous security standards. These certifications are not mere accolades but are integral to our continuous efforts to benchmark our practices against the best in the industry.

Third-Party Risk Management

Our cybersecurity ecosystem extends beyond our immediate operational environment to include a network of partners, third-party service providers, and even clients. We employ a comprehensive third-party risk management strategy, ensuring that all external partners adhere to our stringent cybersecurity standards and internally developed systems, or ensure that those acquired from suppliers comply with the best practices defined by the market or business needs. We strive to inform them (and our employees) that: (i) they are not allowed to remove security controls or applications used for information access or protection, nor make changes to the production environment without previous approval; (ii) media, equipment for accessing information systems, and complementary infrastructures are owned by the PagBank Group and subject to monitoring; (iii) internet content access and email use are the responsibility of the account holder, service provider, client, or partner, subject to the application of current government laws, decrees, and regulations; and (iv) the use of any technological resource or proprietary information for illegal actions is not permitted, nor is the installation of unauthorized computational resources. We make sure to analyze, approve, and classify contracts under current legislation and from the perspective of information security, whether for the hiring of relevant (or non-relevant) processing, storage, or cloud services. This holistic approach to cybersecurity extends the perimeter of our defense mechanisms, safeguarding the integrity of our extended supply chain.

Cybersecurity Threats and Incidents

The landscape of cyber threats is continuously evolving, with attackers employing more sophisticated methods to breach defenses. The 2021 cyberattack on MOIP underscored the importance of vigilance, timely response, and the strength of our cybersecurity posture in accordance with Brazilian law. This incident served as a catalyst for further strengthening our security measures and reaffirmed our commitment to protecting our stakeholders against emerging cyber threats. During the year ended December 31, 2023, PagBank Group did not encounter any cybersecurity incidents that significantly impacted, or have the potential to significantly impact, our strategic direction, operational performance, or financial stability. Nevertheless, it's important to acknowledge that despite our rigorous security measures, the complete eradication of cybersecurity risks is unattainable. We cannot guarantee that there have been no cybersecurity breaches that went unnoticed, nor can we assure that such incidents will not occur in the future. See also "Item 3. Key Information. Risk Factors" for more information on the cybersecurity threats and risks that could materially adversely impact us. We are also subject to increasing scrutiny and regulation governing cybersecurity risks.

ITEM 17. FINANCIAL STATEMENTS

Not applicable.

ITEM 18. FINANCIAL STATEMENTS

See pages F-1 through F-56, filed as part of this annual report.

ITEM 19. EXHIBITS

No.	Description
1.1	Memorandum and Articles of Association of the Registrant (incorporated by reference to Exhibit 3.1 of Form F-1/A filed on January 10, 2018).
2.1	Description of Securities Registered under Section 12 of the Exchange Act.
4.1†	English translation of the Agreement for the Supply of Equipment – PIN pad Terminals, dated as of June 26, 2014, among PAX BR Comercio de Equipamentos de Informática Ltda., CIS Eletrônica Indústria e Comércio Ltda., and Net+Phone Telecomunicações Ltda., including 1st Addendum to the Agreement for the Supply of Equipment, dated as of October 21, 2014, among PAX BR Comercio de Equipamentos de Informática Ltda., CIS Eletrônica Indústria e Comércio Ltda., Densam da Amazônia Industria Eletrônica Ltda., and Net+Phone Telecomunicações Ltda.; 2nd Addendum to the Agreement for the Supply of Equipment, dated as of July 3, 2015, among PAX BR Comercio de Equipamentos de Informática Ltda., CIS Eletrônica Indústria e Comércio Ltda., Densam da Amazônia Industria Eletrônica Ltda., Transire Fabricação de Componentes Eletrônicos Ltda., and Net+Phone Telecomunicações Ltda.; 3rd Addendum to the Agreement for the Supply of Equipment, dated as of October 8, 2015, among PAX BR Comercio de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda., and Net+Phone Telecomunicações Ltda.; Statement of Liability for the Application Signer's Use on PAX Terminals, dated as of March 9, 2016, among PAX BR Comercio de Equipamentos de Informática Ltda. and Net+Phone Telecomunicações Ltda.; 4th Addendum to the Agreement for the Supply of Equipment, dated as of May 20, 2016, among PAX BR Comercio de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda., and Net+Phone Telecomunicações Ltda.; 5th Addendum to the Agreement for the Supply of Equipment, dated as of December 9, 2016, among PAX BR Comercio de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda., and Net+Phone Telecomunicações Ltda.; 6th Addendum to the Agreement for the Supply of Equipment, dated as of February 6, 2017, among PAX BR Comercio de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda., and Net+Phone Telecomunicações Ltda. (incorporated by reference to Exhibit 10.1 of Form F-1 filed on December 26, 2017).
4.2†	English translation of 7th Addendum to the Agreement for the Supply of Equipment, dated as of August 25, 2017, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda. and Transire Fabricação de Componentes Eletrônicos Ltda. (incorporated by reference to Exhibit 4.2 of Form 20-F filed on April 16, 2019).
4.3†	English translation of 8th Addendum to the Agreement for the Supply of Equipment, dated as of November 5, 2019, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda. and PagSeguro Internet Ltda. (incorporated by reference to Exhibit 4.3 of Form 20-F filed on April 27, 2021).
4.4†	English translation of 9th Addendum to the Agreement for the Supply of Equipment, dated as of October 1, 2020, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda. and PagSeguro Internet Ltda. (incorporated by reference to Exhibit 4.4 of Form 20-F filed on April 27, 2021).
4.5†	English translation of 10th Addendum to the Agreement for the Supply of Equipment, dated as of July 20, 2021, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda.,PagSeguro Internet Ltda., Transire Fabricacao de Componentes Eletronicos Ltda. and Tec Toy S.A. (incorporated by reference to Exhibit 4.5 of Form 20-F filed on May 2, 2022).
4.6†	English translation of 11th Addendum to the Agreement for the Supply of Equipment, dated as of March 18, 2022, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda.,PagSeguro Internet Ltda., Transire Fabricacao de Componentes Eletronicos Ltda. and Tec Toy S.A. (incorporated by reference to Exhibit 4.6 of Form 20-F filed on May 2, 2022).
4.7†	English translation of 12th Addendum to the Agreement for the Supply of Equipment, dated as of May 16, 2022, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda.,PagSeguro Internet Ltda., Transire Fabricacao de Componentes Eletronicos Ltda. and Tec Toy S.A.
4.8†	English translation of 13th Addendum to the Agreement for the Supply of Equipment, dated as of May 23, 2022, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda.,PagSeguro Internet Ltda., Transire Fabricacao de Componentes Eletronicos Ltda. and Tec Toy S.A.
4.9†	English translation of 14th Addendum to the Agreement for the Supply of Equipment, dated as of September 27, 2022, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda.,PagSeguro Internet Ltda., Transire Fabricacao de Componentes Eletronicos Ltda. and Tec Toy S.A.

4.10†	English translation of 15th Addendum to the Agreement for the Supply of Equipment, dated as of October 25, 2022, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda.,PagSeguro Internet Ltda., Transire Fabricacao de Componentes Eletronicos Ltda. and Tec Toy S.A.
4.11†	English translation of 16th Addendum to the Agreement for the Supply of Equipment, dated as of August 22, 2022, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda.,PagSeguro Internet Ltda., Transire Fabricacao de Componentes Eletronicos Ltda. and Tec Toy S.A.
4.12†	English translation of 17th Addendum to the Agreement for the Supply of Equipment, dated as of December 29, 2022, among Net+Phone Telecomunicações Ltda., PAX BR Comércio e Serviços de Equipamentos de Informática Ltda., Transire Fabricação de Componentes Eletrônicos Ltda.,PagSeguro Internet Ltda., Transire Fabricacao de Componentes Eletronicos Ltda. and Tec Toy S.A.
4.13†*	License Agreement, dated as of June 18, 2015, between MasterCard International Incorporated and PagSeguro Internet Ltda., including the Acceptance Letter, dated as of June 18, 2015, from MasterCard International Incorporated to PagSeguro Internet Ltda.; the Summary of Licenses Granted, dated as of June 18, 2015; and Supplement to MasterCard License Agreement, effective as of March 11, 2015, between MasterCard International Incorporated and Pagseguro S.A. (incorporated by reference to Exhibit 10.6 of Form F-1 filed on December 26, 2017).
4.14†	Amendment and Restatement to the Supplement to the License Agreement, dated as of October 7, 2020, between MasterCard International Incorporated and PagSeguro Internet S.A. (incorporated by reference to Exhibit 4.15 of Form 20-F filed on April 27, 2021).
4.15†	English Translation of the Instrument for the Participation in Payment Arrangements by a Domiciled Institution (CT 03759/21), dated November 17, 2021 between BancoSeguro S.A. and Mastercard Brasil Soluções de Pagamento Ltda.
4.16*	Visa Payment Arrangements Participation and Trademark License Agreement, dated as of August 24, 2015, between Visa do Brasil Empreendimentos Ltda. and PagSeguro Internet Ltda. (incorporated by reference to Exhibit 10.8 of Form F-1 filed on December 26, 2017).
4.17*	First Amendment to the Visa Payment Arrangements Participation and Trademark License Agreement, dated as of July 3, 2017, between Visa do Brasil Empreendimentos Ltda. and PagSeguro Internet Ltda. (incorporated by reference to Exhibit 4.10 of Form 20-F filed on April 16, 2019).
4.18†	English Translation of the Participation Agreement in Payment Arrangements by a Domiciled Institution (CT 02955/21), dated November 30, 2020 between BancoSeguro S.A. and VISA do Brasil Empreendimentos Ltda.
4.19*	Advertising Space Assignment Agreement for Insertion of Advertisements, dated as of August 1, 2015, by and between Universo Online S.A. and PagSeguro Internet Ltda., including 1st Addendum to the Advertising Space Assignment Agreement for Insertion of Advertisements, dated as of January 1, 2017 and UOL – Table of Prices – August 2016. (incorporated by reference to Exhibit 10.9 of Form F-1 filed on December 26, 2017).
4.20	English translation of the Long-Term Incentive Plan (LTIP) Restricted Shares Plan – Universo Online S.A., dated as of July 29, 2015. (incorporated by reference to Exhibit 10.10 of Form F-1 filed on December 26, 2017).
4.21	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.11 of Form F-1 filed on December 26, 2017).
4.22	English translation of the Long-Term Incentive Plan – Goals (LTIP-Goals) – PagSeguro Internet S.A., dated as of December 18, 2018 and ratified on August 7, 2019, February 21, 2020 and January 19, 2021., (incorporated by reference to Exhibit 4.23 of Form 20-F filed on April 27, 2021).
4.23†	English translation of Software Development and Implantation Services Agreement, dated as of July 15, 2019, between PagSeguro Internet S.A. and Compasso Tecnologia Ltda.
4.24†	MasterCard Bonus Program and Strategic Alliance Agreement, dated as of July 1, 2020, between MasterCard do Brasil Solucoes de Pagamentos Ltda. and PagSeguro Internet S.A., (incorporated by reference to Exhibit 4.31 of Form 20-F filed on April 27, 2021).
4.25†	First Amendment to the MasterCard Bonus Program and Strategic Alliance Agreement, dated as of February 14, 2022, between MasterCard do Brasil Solucoes de Pagamentos Ltda. and PagSeguro Internet S.A.

4.26†	Second Amendment to the MasterCard Bonus Program and Strategic Alliance Agreement (ADT 02296/23), dated as of August 11, 2023, between MasterCard do Brasil Solucoes de Pagamentos Ltda. and PagSeguro Internet S.A.
4.27†	English translation of the AWS Cloud Agreement, dated as of January 1, 2017, among UOL Diveo Tecnologia Ltda., and PagSeguro Internet S.A.
4.28†	English translation of the Instrument for Assignment of the AWS Cloud Agreement, dated as of February 4, 2021, among UOL Diveo Tecnologia Ltda., Compasso Informática S.A. and PagSeguro Internet S.A. (incorporated by reference to Exhibit 4.33 of Form 20-F filed on April 27, 2021).
4.29†	English translation of the First Amendment to the AWS Cloud Agreement, dated as of August 18, 2020, between UOL Diveo Tecnologia Ltda. and PagSeguro Internet S.A. (incorporated by reference to Exhibit 4.32 of Form 20-F filed on April 27, 2021).
4.30†	English translation of the Second Amendment to Purchase Order No. 19-09362 (Exhibit of the AWS Cloud Agreement), dated as of April 16, 2021, between UOL Diveo Tecnologia Ltda. and PagSeguro Internet S.A.
4.31†	English translation of the Third Amendment to the AWS Cloud Agreement, dated as of September 3, 2021, between UOL Diveo Tecnologia Ltda., PagSeguro Internet S.A., Registraseguro S.A. and Compasso Informatica S.A.
4.32†	English translation of the Fourth Amendment to the AWS Cloud Agreement, dated as of October 25, 2022, between Pagseguro Internet Instituição de Pagamento S.A., Registraseguro S.A., and Compass.UOL S.A.
4.33†	English translation of Instrument for Assignment of the Google Cloud services Acquisition Agreement No. 2021-01439 (ES 04011/20) from UOL Diveo Tecnologia Ltda. to Compass.UOL S.A. (COSA) on March 1, 2021.
4.34†	English Translation of Service Agreement and Other Covenants, dated as of November 7, 2019, between Pagseguro Internet S.A. and Invillia Desenvolvimento de Produtos Digitais Ltda. (incorporated by reference to Exhibit 4.43 of Form 20-F filed on May 2, 2022).
4.35†	English Translation of the First Amendment to the Service Agreement and Other Covenants, dated as of August 18, 2020, between Pagseguro Internet S.A. and Invillia Desenvolvimento de Produtos Digitais Ltda. (incorporated by reference to Exhibit 4.44 of Form 20-F filed on May 2, 2022).
4.36†	English Translation of the Second Amendment to the Service Agreement and Other Covenants, dated as of August 20, 2020, between Pagseguro Internet S.A. and Invillia Desenvolvimento de Produtos Digitais Ltda. (incorporated by reference to Exhibit 4.45 of Form 20-F filed on May 2, 2022).
4.37†	English Translation of the Third Amendment to the Service Agreement and Other Covenants, dated as of April 22, 2021, between Pagseguro Internet S.A. and Invillia Desenvolvimento de Produtos Digitais Ltda. (incorporated by reference to Exhibit 4.46 of Form 20-F filed on May 2, 2022).
4.38†	English Translation of the Fourth Amendment to the Service Agreement and Other Covenants, dated as of August 13, 2021, between Pagseguro Internet S.A. and Invillia Desenvolvimento de Produtos Digitais Ltda. (incorporated by reference to Exhibit 4.47 of Form 20-F filed on May 2, 2022).
4.39†	English Translation of the Fifth Amendment to the Service Agreement and Other Covenants, dated as of April 4, 2022, between Pagseguro Internet S.A. and Invillia Desenvolvimento de Produtos Digitais Ltda.
4.40†	English Translation of the Sixth Amendment to the Service Agreement and Other Covenants, dated as of August 17, 2022, between Pagseguro Internet S.A. and Invillia Desenvolvimento de Produtos Digitais Ltda.
4.41†	English Translation of the Seventh Amendment to the Service Agreement and Other Covenants, dated as of March 16, 2023, between Pagseguro Internet S.A. and Invillia Desenvolvimento de Produtos Digitais Ltda.
4.42†	English Translation of the Eighth Amendment to the Service Agreement and Other Covenants, dated as of August 23, 2023, between Pagseguro Internet S.A. and Invillia Desenvolvimento de Produtos Digitais Ltda.
4.43†	English Translation of the Long-term Incentive Plan, dated as of December 20, 2021 (incorporated by reference to Exhibit 4.48 of Form 20-F filed on May 2, 2022).
4.44†	English Translation of the Software Implementation and/or Development Services Agreement (No. 0119/22), dated as of March 22, 2022, between Pagseguro Internet S.A. and Everymind Consultoria e Sistemas Ltda.
4.45†	English Translation of the PAX Store License Agreement, dated as of September 19, 2022, between Pagseguro Internet Instituição de Pagamentos S.A. and PAX Technology Limited.
4.46†	English translation of the Agreement for the Supply of Equipment – POS Devices (CT 01725/22), dated as of December 6, 2022, among PagSeguro Internet Instituição de Pagamento S.A. and the suppliers Cal-Comp Industria e Comercio de Eletronicos e Informatica Ltda. and Newland Payment Tecnologia do Brasil Ltda.

8.1	Subsidiaries of PagSeguro Digital Ltd.
11.1	English translation of the UOL Code of Ethics and Conduct, dated as of October 2023.
11.2	English translation of the UOL Code of Ethics and Conduct – Mobbing and Sexual Harassment (incorporated by reference to Exhibit 11.2 of Form 20-F filed on May 2, 2022).
12.1	Certification of Ricardo Dutra da Silva, Principal Executive Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
12.2	Certification of Artur Schunck, Chief Financial and Investor Relations Officer and Chief Accounting Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
13.1	Certification of Ricardo Dutra da Silva, Principal Executive Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
13.2	Certification of Artur Schunck, Chief Financial and Investor Relations Officer and Chief Accounting Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
15.1	Consent of PricewaterhouseCoopers Auditores Independentes Ltda.
97	Clawback Policy

† Certain identified confidential information has been redacted from this exhibit because: (i) it is not material; and (ii) it would be competitively harmful if publicly disclosed.

(*) References to PagSeguro Internet Ltda. should be interpreted as PagSeguro Internet S.A.

GLOSSARY OF TERMS

"ABECS" means the Brazilian Association of Credit Card and Services Companies (*Associação Brasileira de Empresas de Cartões de Crédito e Serviços*).

"acquirer" means a payment institution that does not manage payment accounts, but enables merchants to accept payment cards issued by a payment institution or by a financial institution that participates in a card scheme. The acquirer receives the card transaction details from the merchant's terminal, passes them to the card issuer via the card scheme for authorization, and completes the processing of the transaction. The acquirer arranges settlement of the card transaction and credits the merchant's bank account with the funds in accordance with its service agreement with the merchant. The acquirer also deals with any chargebacks that may be received via the card issuer regarding consumer transactions with merchants.

"active merchant" means a merchant that has completed at least one transaction during the 12 months prior to a specified date.

"*boleto*" means a printable document issued by merchants that is used to make payments in Brazil. *Boletos* can be used to pay bills for products or services, utilities or taxes. Each *boleto* refers to a specific merchant and customer transaction, and includes the merchant's name, customer information, expiration date and total amount due, plus a serial number that identifies the account to be credited and a barcode so the entire document can be read and processed by a Brazilian ATM. A *boleto* can be paid in cash at a bank teller, at an ATM, or by bank transfer. PagSeguro's payment platform and merchant account can be used to pay *boletos*.

"card scheme" means a payment network using payment cards, such as debit or credit cards. Any bank or any other eligible institution can become a member of a card scheme, allowing it to issue payment cards operating on the card scheme. The card scheme passes card transaction details from the acquirer to the issuer and passes payments back to the acquirer, which in turn pays the merchant. MasterCard and Visa are major card schemes.

"Chargeback" refers to a claim where the consumer makes a purchase using a payment card and subsequently requests a reversal of the transaction amount from the card issuer on the basis of a commercial claim (for example, if the goods are not delivered, or are delivered damaged). Chargebacks occur more frequently in online transactions than in in-person transactions, and more frequently for goods than for services.

"Chargebacks related to fraudulent transactions" refers to chargebacks where the consumer's request for a reversal of the transaction amount is related to an illegitimate transaction.

"DigitalServices" means DigitalServices.Uol S.A., a company focused on IT infrastructure management services and cloud computing as well as the development of software and services to promote digital transformation.

"FIDC" means *Fundo de Investimento em Direitos Creditórios* (Fund for Investment in Receivables), a type of investment fund established under Brazilian law composed of receivables.

"GPRS" means General Packet Radio Service, a packet-based wireless communication service on the 2G and 3G cellular communication systems that provides continuous connection to the internet for mobile phone and computer users.

"Grupo Folha" means the group of companies that have a minority interest in the preferred shares, without voting rights, of OFL Participações S.A., the controlling shareholder of UOL, and as such, the indirect controlling shareholder of PagSeguro Digital. The newspaper Folha de S. Paulo and the research company Datafolha, which conducts statistical surveys, election polling and opinion and market surveys for the market at large, are a part of Grupo Folha.

"IBGE" means the Brazilian Institute of Geography and Statistics (*Instituto Brasileiro de Geografia e Estatistica*).

"Individual Micro Entrepreneurs" refers to businesses that are classified as such in accordance with the standard segmentation of Brazilian businesses by size under Brazilian Law No. 123/2006, known as the General Law on Micro and Small Enterprises, as amended, and the Brazilian tax code. This classification refers to businesses with annual gross revenues of up to R$81,000.

"MDR" means merchant discount rate, a commission that we withhold from the transaction value paid to the merchant.

"meal voucher card" refers to a labor benefit included in Brazilian employment contracts, where employers provide cash for employee meals on a tax-efficient basis. The employer deposits the benefit to a prepaid card held by the employee, and the employee can use the balance on the card to make purchases in restaurants and grocery stores.

"Medium-Sized Companies" refers to legal entities with annual gross revenues of between R$4.8 million and R$78 million. This commonly used definition in Brazil refers to companies that are eligible for the deemed profit (*lucro presumido*) taxation regime under Brazilian Law No. 9,718/1998, as amended.

"Micro Companies" refers to legal entities with annual gross revenues of up to R$360,000, as determined in accordance with the standard segmentation of Brazilian businesses by size under Brazilian Law No. 123/2006, known as the General Law on Micro and Small Enterprises, as amended, and the Brazilian tax code.

"Micro-Merchant" means Micro Companies and Individual Micro Entrepreneurs.

"Mobile Payments" refers to the payment method where a mobile phone is used to complete payment (with payment information being transmitted in real time), instead of simply as an alternative channel to send payment instructions.

"mPOS" means mobile POS. mPOS devices are similar to POS devices, but they require the merchant's cell phone in order to function and accept payments. mPOS devices connect to a merchant's cell phone network by Bluetooth. As an example, the Minizinha is an mPOS device.

"NetPOS" means NetPOS Serviços de Informática S.A., an information technology company, which specializes in the development and licensing of software related to store front commercial automation and provides us with a set of solutions for our merchants to perform sales management, inventory control, financial reporting and tax issuing.

"NFC" means near-field communication.

"Portal do Empreendedor" means the Entrepreneur's Portal – Individual Micro Entrepreneur (*Portal do Empreendedor – Microempreendedor Individual*), a Brazilian government web portal for Individual Micro Entrepreneurs.

"PagBank active user" means a merchant that has completed at least one transaction in addition to acquiring activities during the 12 months prior to a specified date or a consumer that has either a positive balance in his or her free PagBank digital account or has completed at least one transaction with PagBank during the 12 months prior to a specified date.

"PNAD" means the Brazilian National Household Sample Survey (*Pesquisa Nacional por Amostra de Domicílios*).

"POS" means point of sale. POS devices allow merchants to accept payments where a sale is made, whether inside an establishment or outside on the street. POS includes mPOS, although various features differentiate the two systems. As an example, the Moderninha Pro is a POS device.

"SEBRAE" means the Brazilian Micro and Small Businesses Support Service (*Serviço Brasileiro de Apoio às Micro e Pequenas Empresas*).

"Small Companies" refers to legal entities that are classified as such in accordance with the standard segmentation of Brazilian businesses by size under Brazilian Law No. 123/2006, known as the General Law on Micro and Small Enterprises, as amended, and the Brazilian tax code. This classification refers to businesses with annual gross revenues of between R$360,000 and R$4.8 million.

"SMEs" refers to Small Companies and Medium-Sized Companies.

"TPV" means total payment volume, being the value of payments successfully processed through our end-to-end digital banking ecosystem, net of payment reversals.

"UOL" means Universo Online S.A., a Brazilian *sociedade por ações* and the controlling shareholder, of PagSeguro Digital. Founded in 1996, UOL is Brazil's largest internet content, digital products and services company. UOL's majority shareholder is OFL Participações S.A., a holding company controlled by Luis Frias.

"UOL EdTech" means Uol Edtech Tecnologia Educacional S/A (currently in the process of internal reorganization), an online education platform.

"UOL Group" means the group of companies controlled by UOL, which includes, among others Uol Edtech and DigitalServices.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant, PagSeguro Digital Ltd., hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused this annual report to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of São Paulo, Brazil, on April 26, 2024.

PagSeguro Digital Ltd.

By:	/s/ Artur Schunck
Name:	Artur Schunck
Title:	Chief Financial Officer, Chief Accounting Officer and Investor Relations Officer

PagSeguro Digital Ltd.

Consolidated Financial Statements 2023

As of December 31, 2023 and 2022 and Report of Independent Registered Public Accounting Firm

Feb 28, 2024

PagSeguro Digital Ltd.

Consolidated Financial Statements

As of December 31, 2023 and 2022

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
PagSeguro Digital Ltd.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of PagSeguro Digital Ltd. and its subsidiaries (the "Company") as of December 31, 2023 and 2022, and the related consolidated statements of income, comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2023, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 in conformity with the International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

PricewaterhouseCoopers Auditores Independentes Ltda., Avenida Brigadeiro Faria Lima, 3732, Edifício B32, 16

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T: +55 (11) 4004-8000, www.pwc.com.br

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue recognition

As described in Note 2.15 to the consolidated financial statements, revenue comprises mainly fees charged for the electronic intermediation of the purchases made through the Company's electronic platform, and financial income mostly related to early payments made to merchants. Revenues from the intermediation transactions are recognized when the purchase transaction is approved by the financial institutions (card issuers) and the Company's performance obligation related to the electronic validation of the transaction is completed, while financial income is recognized when the payment to the merchant is anticipated. The Company recorded during the year ended December 31, 2023 as "revenue from transaction activities and other services," substantially related to electronic intermediation fees, and "financial income," mostly related to early payments to merchants, the amounts of R$ 9,027,242 thousand and R$ 6,653,046 thousand, respectively, as described in Note 23 to the consolidated financial statements.

The principal considerations for our determination that performing procedures relating to revenue recognition is a critical audit matter are (i) the complex information technology environment used to process a high volume of transactions with individually low amounts, resulting in a significant volume of data being extracted from the systems of the Company which needs to be reconciled with general ledger before being used for the audit procedures purpose and (ii) effort in performing audit procedures and in evaluating audit evidence considering the high volume and nature of data.

Our approach to addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included understanding and testing the effectiveness of controls relating to revenue recognition process. The procedures also included, among others, (1) reconciliation of the data extracted from the systems with the general ledger, (2) performing audit procedures over the information technology general controls of the Company's systems, (3) test the mathematical accuracy of the revenue recognized as a percentage of the transactions selected, also testing if the percentages applied for these transactions were in accordance with the applicable agreements, (4) performing, on a sample basis, cash collection inspection for the transactions selected and (5) evaluating the sufficiency of the Company's disclosures.

Measurement of expected credit losses for loans and credit card receivables

As described in Notes 2.6, 3.2 and 8 to the consolidated financial statements, management measures the expected credit losses at the probability-weighted estimate of credit losses, which involves management's judgment, as set forth in IFRS 9 - Financial Instruments. As of December 31, 2023, the expected credit losses on (i) loans and (ii) credit card receivables were R$ 361,780 thousand and R$ 185,404 thousand, respectively. The balance of (i) loans and (ii) credit card receivables as of December 31, 2023 was R$ 409,737 thousand and R$ 763,496 thousand, respectively. Management calculates expected credit losses ('ECL') using collective models, probability of default ('PD'), loss given default ('LGD') and exposure at default ('EAD'). The ECL measurement is based on management's estimate of present value expected to be received, which uses assumptions as the historical loss experience, credit quality and guarantees, economic factors and estimated future cash flows. In this assessment, management has considered forward-looking information, changes in macroeconomic scenarios, impacting the calculation model for provisioning expected credit losses.

The principal considerations for our determination that performing procedures relating to the measurement of expected credit losses is a critical audit matter are (i) there was significant judgment used by management in determining the expected credit losses, considering the severity of past due loans and credit card receivables during the current year and also the significant assumptions used in determining the PD, EAD and LGD, which in turn led to a high degree of auditor judgment, subjectivity and effort in performing procedures and in evaluating audit evidence obtained relating to these significant assumptions; and (ii) the audit effort involved the use of professionals with specialized skill and knowledge to assist in evaluating those significant assumptions.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included understanding and testing the effectiveness of controls relating to management's measurement of expected credit losses, which included controls over the assumptions used. These procedures also included, among others: (i) the involvement of professionals with specialized skill and knowledge to assist in testing management's process for determining the expected credit losses, including evaluating the appropriateness of the methodology and models, testing the accuracy and completeness of data used, and evaluating the reasonableness of significant assumptions; (ii) the analysis of management's accounting policies in comparison with IFRS 9 - Financial Instruments; and (iii) evaluating the sufficiency of the Company's disclosures.

São Paulo, São Paulo, February 27, 2024

/s/PricewaterhouseCoopers
Auditores Independentes Ltda.

We have served as the Company's auditor since 2020.

Management's Report on Internal Control over Financial Reporting

The management of Pagseguro Digital Ltd. and subsidiaries (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting.

The Company's internal control over financial reporting is a process under the supervision of the chief executive officer and chief financial officer and effected by the Company's Statutory Audit Committee, the Company's Board of Directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with and in compliance with the International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). The Company's internal control over financial reporting includes those policies and procedures that (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with and in compliance with IFRS as issued by the IASB and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2023, is based on the criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on that assessment, management has concluded that, as of December 31, 2023 the Company's internal control over financial reporting is effective.

São Paulo
February 26, 2024.

/s/ Alexandre Magnani	/s/ Artur Schunck
Alexandre Magnani	Artur Gaulke Schunck
Chief Executive Officer	Chief Financial Officer

	Note	December 31, 2023	2022
Assets			
Current assets			
Cash and cash equivalents	6	**2,899,060**	1,829,097
Financial investments	7	**3,308,583**	1,103,299
Accounts receivable	8	**41,757,204**	36,248,589
Receivables from related parties	10	**4,307**	—
Inventories		**33,537**	13,281
Tax receivable	9	**563,305**	410,801
Other receivables		**162,832**	162,011
Total current assets		**48,728,828**	39,767,078
Non-current assets			
Accounts receivable	8	**1,143,779**	745,546
Receivables from related parties	10	**27,974**	—
Judicial deposits		**50,992**	44,855
Deferred income tax and social contribution	20	**98,856**	99,411
Other receivables		**35,584**	18,509
Investment		**—**	1,651
Property and equipment	12	**2,451,011**	2,493,499
Intangible assets	13	**2,571,069**	2,158,773
Total non-current assets		**6,379,265**	5,562,244
Total assets		**55,108,093**	45,329,322

The accompanying notes are an integral part of these consolidated financial statements.

	Note	December 31, 2023	2022
Liabilities and equity			
Current Liabilities			
Payables to third parties	14	**21,348,527**	17,988,139
Deposits	15	**11,365,373**	10,100,599
Borrowings	19	**189,427**	—
Derivative Financial Instruments	27	**40,945**	22,289
Trade payables		**513,920**	449,102
Payables to related parties	10	**135,478**	593,906
Salaries and social security charges	16	**345,248**	292,778
Taxes and contributions	17	**240,671**	89,779
Provision for contingencies	18	**91,490**	46,233
Deferred revenue	2.15	**128,461**	126,042
Other liabilities		**32,379**	31,484
Total current liabilities		**34,431,919**	29,740,351
Non-current liabilities			
Payables to third parties	14	**185,861**	84,759
Deposits	15	**4,823,067**	1,894,689
Payables to related parties	10	**341,326**	—
Deferred income tax and social contribution	20	**1,832,087**	1,564,228
Provision for contingencies	18	**5,729**	14,370
Deferred revenue	2.15	**17,724**	17,486
Other liabilities		**229,695**	171,313
Total non-current liabilities		**7,435,489**	3,746,845
Total liabilities		**41,867,408**	33,487,196
Equity			
Share capital	21	**26**	26
Treasury shares	21	**(760,317)**	(475,354)
Capital reserve	21	**6,132,745**	6,102,573
Retained earnings	21	**7,891,076**	6,237,392
Equity valuation adjustments	21	**(22,372)**	(22,372)
Other comprehensive income	21	**(473)**	(139)
Total equity		**13,240,685**	11,842,126
Total liabilities and equity		**55,108,093**	45,329,322

The accompanying notes are an integral part of these consolidated financial statements.

	Note	For the year ended December 31, 2023	2022	2021
Revenue from transaction activities and other services	23	**9,027,242**	8,906,406	6,784,806
Financial income	23	**6,653,046**	6,252,735	3,514,425
Other financial income	23	**268,113**	175,773	149,491
Total revenue and income		**15,948,401**	15,334,914	10,448,722
Cost of sales and services	24	**(8,132,580)**	(7,470,895)	(5,775,895)
Selling expenses	24	**(1,429,816)**	(1,946,075)	(1,523,908)
Administrative expenses	24	**(732,689)**	(668,679)	(877,559)
Financial expenses	24	**(3,269,556)**	(3,151,552)	(790,635)
Other income (expenses), net	24	**(366,653)**	(338,397)	7,302
Profit before income taxes		**2,017,107**	1,759,316	1,488,027
Current income tax and social contribution	20	**(101,846)**	(60,718)	(119,801)
Deferred income tax and social contribution	20	**(261,577)**	(193,830)	(201,942)
Income tax and social contribution		**(363,423)**	(254,548)	(321,743)
Net income for the period		**1,653,684**	1,504,768	1,166,284
Attributable to:				
Equity holders of the parent		**1,653,684**	1,504,768	1,166,102
Non-controlling interests		**—**	—	182
Basic earnings per common share - R$	22	**5.1387**	4.6002	3.5303
Diluted earnings per common share - R$	22	**5.1047**	4.5705	3.5105

The accompanying notes are an integral part of these consolidated financial statements.

	For the year ended December 31,		
	2023	**2022**	**2021**
Net income for the period	**1,653,684**	1,504,768	1,166,284
Other comprehensive income that may be reclassified to the statement of income in subsequent periods			
Currency translation adjustment	**56**	(677)	(117)
Loss on investments designated at fair value through OCI	**(845)**	(162)	411
Derivative Financial Instruments through OCI	**253**	—	—
Income tax and social contribution	**201**	55	(140)
Other comprehensive income for the period	**1,653,349**	1,503,984	1,166,438
Attributable to			
Equity holders of the parent	**1,653,349**	1,503,984	1,166,256
Non-controlling interests	—	—	182
Net income for the period	**1,653,349**	1,503,984	1,166,438

The accompanying notes are an integral part of these consolidated financial statements.

PagSeguro Digital Ltd.

Consolidated Statements of Changes in Equity
Years ended December 31, 2023, 2022 and 2021
(All amounts in thousands of reais)

	Note	Share capital	Treasury shares	Capital reserve	Share-based long-term incentive plan (LTIP)	Retained earnings	Equity valuation adjustments	Other comprehensive income	Total equity
				Capital reserve		Profit reserve			
At December 31, 2020		26	(13,609)	5,690,089	94,199	3,566,522	(22,372)	491	9,327,459
Net income for the period		—	—	—	—	1,166,102	—	—	1,166,284
Currency translation adjustment		—	—	—	—	—	—	(117)	(117)
Gain on financial assets through OCI		—	—	—	—	—	—	271	271
Non-controlling		—	—	—	—	—	—	—	(12,295)
Shares issued		—	—	138,665	(138,665)	—	—	—	—
Share based long termincentive plan (LTIP)		—	—	—	305,408	—	—	—	305,408
Acquisition oftreasury shares		—	(284,812)	—	—	—	—	—	(284,812)
(LTIP) oftreasury shares		—	13,410	—	(13,410)	—	—	—	—
At December 31, 2021		26	(285,011)	5,828,754	247,532	4,732,624	(22,372)	645	10,502,198
Net income for the period		—	—	—	—	1,504,768	—	—	1,504,768
Currency translation adjustment		—	—	—	—	—	—	(677)	(677)
Loss on financial assets through OCI		—	—	—	—	—	—	(107)	(107)
Share based long termincentive plan (LTIP)		—	—	—	127,389	—	—	—	127,389
Acquisition oftreasury shares		—	(291,445)	—	—	—	—	—	(291,445)
(LTIP) oftreasury shares		—	101,102	—	(101,102)	—	—	—	—
At December 31, 2022		26	(475,354)	5,828,754	273,819	6,237,392	(22,372)	(139)	11,842,126
Net income for the period	21	—	—	—	—	**1,653,684**	—	—	**1,653,684**
Currency translation adjustment	21	—	—	—	—	—	—	**56**	**56**
Loss on financial assets through OCI	21	—	—	—	—	—	—	**(558)**	**(558)**
Derivative Financial Instruments through OCI	21	—	—	—	—	—	—	**168**	**168**
Share based long termincentive plan (LTIP)	21	—	—	—	**144,617**	—	—	—	**144,617**
Acquisition oftreasury shares	21	—	**(399,408)**	—	—	—	—	—	**(399,408)**
(LTIP) oftreasury shares	21	—	**114,445**	—	**(114,445)**	—	—	—	—
At December 31, 2023		**26**	**(760,317)**	**5,828,754**	**303,991**	**7,891,076**	**(22,372)**	**(473)**	**13,240,685**

The accompanying notes are an integral part of these consolidated financial statements.

PagSeguro Digital Ltd.

Consolidated Statements of Cash Flows

Years ended December 31, 2023, 2022 and 2021

(All amounts in thousands of reais)

	Note	For the year ended December 31, 2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES				
Profit before income taxes		**2,017,107**	1,759,316	1,488,027
Expenses (revenues) not affecting cash:				
Depreciation and amortization	24	**1,355,653**	1,130,690	768,593
Total losses	24	**536,048**	984,487	664,268
Accrual of provision for contingencies		**59,197**	37,276	25,938
Share based long term incentive plan (LTIP)		**144,617**	127,391	370,629
Reversal of taxes and contributions		**—**	—	(4,638)
Loss on disposal of property, equipment, intangible and investment assets		**295,989**	270,901	28,393
Derivative Financial Instruments, net		**1,025**	22,289	5,952
Interest accrued		**585,868**	592,146	230,555
Other (income) cost, net		**(1,750)**	6,355	103,667
Changes in operating assets and liabilities				
Accounts receivable		**(10,531,495)**	(17,853,689)	(9,303,060)
Financial investments (mandatory guarantee)		**(1,274,173)**	(157,419)	(84,534)
Inventories		**(20,256)**	36,257	(132,398)
Taxes recoverable		**(59,927)**	154,273	(36,565)
Other receivables		**(9,850)**	26,050	(62,084)
Deferred revenue		**2,123**	(36,338)	(33,689)
Other liabilities		**8,352**	68,266	(17,312)
Payables to third parties		**3,430,493**	4,847,629	2,940,739
Trade payables		**63,498**	(133,846)	243,585
Receivables from (payables to) related parties		**(191,812)**	9,787	471,585
Deposits		**4,945,183**	9,006,018	2,276,041
Salaries and social charges		**51,457**	33,054	(8,091)
Taxes and contributions		**127,276**	25,829	(11,499)
Provision for contingencies		**(28,652)**	(24,234)	(17,763)
		1,505,971	932,488	(93,661)
Income tax and social contribution paid		**(82,633)**	(89,899)	(76,782)
Interest income received (paid)		**2,576,415**	2,706,375	1,068,450
NET CASH PROVIDED BY OPERATING ACTIVITIES		**3,999,753**	3,548,964	898,007
CASH FLOWS FROM INVESTING ACTIVITIES				
Amount paid on acquisitions, net of cash acquired	11	**(31,313)**	—	(43,367)
Purchases of property and equipment	12	**(951,558)**	(1,096,059)	(972,274)
Purchases and development of intangible assets		**(1,036,806)**	(1,040,337)	(779,555)
Redemption (Acquisition) of financial investments		**(684,120)**	(48,134)	324,247
NET CASH USED IN INVESTING ACTIVITIES		**(2,703,797)**	(2,184,530)	(1,470,949)
CASH FLOWS FROM FINANCING ACTIVITIES				
Borrowings	19	**300,000**	250,000	1,012,086
Payment of borrowings	19	**(100,000)**	(1,213,144)	—
Payment of borrowings Interest	19	**(9,613)**	(56,931)	—
Acquisition of treasury shares	21	**(399,408)**	(291,445)	(257,992)
Payment of leases	12	**(16,972)**	(18,179)	(15,148)
Capital increase by non-controlling shareholders		**—**	—	(11,708)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES		**(225,993)**	(1,329,699)	727,238
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		**1,069,963**	34,735	154,297
Cash and cash equivalents at the beginning of the period	6	**1,829,097**	1,794,362	1,640,065
Cash and cash equivalents at the end of the period	6	**2,899,060**	1,829,097	1,794,362

The accompanying notes are an integral part of these consolidated financial statements.

1. General information

PagSeguro Digital Ltd. ("PagSeguro Digital" or the "Company"), is a holding company with its principal executive offices located in Cayman Islands, subsidiary of Universo Online S.A. ("UOL"), referred to, together with its subsidiaries, as the "PagSeguro Group," and was incorporated on July 19, 2017. A total of 99.99% of the shares of PagSeguro Internet Instituição de Pagamento S.A. ("PagSeguro Brazil") were contributed to PagSeguro Digital on January 4, 2018 and PagSeguro Digital maintains control of PagSeguro Brazil.

PagSeguro Brazil is a privately held corporation established on December 20, 2006, and engages in providing financial technology solutions and services and corresponding related activities, focused principally on micro-merchants and small and medium-sized businesses ("SMEs").

In May, 2022, BS Holding constituted PagInvest CTVM Ltda. ("PagInvest").The company provides financial services related to financial market.

In June 2022, Boa Compra Tecnologia Ltda., changed its name to PagSeguro Tecnologia Ltda. ("PagSeguro Tecnologia") as part of a marketing strategy to bring the entity closer to PagSeguro's brand.

In January 2023, Pagseguro Biva Serviços Financeiros Ltda. incorporated Pagseguro Biva Correspondente Bancário Ltda and, in July 2023, PagSeguro Instituição de Pagamento S.A. incorporated Registra Seguro S.A.

In July, 2023, PagSeguro Brazil acquired 90% of the shares of Netpos Serviços de Informática S.A. (Netpos), in addition to the 10% previously acquired and obtained 100% of the share capital of the company.

The subsidiaries of PagSeguro Digital are PagSeguro Brazil, PagSeg Participações Ltda. ("PagSeg"), BS Holding Financeira Ltda. ("BS Holding") and PagSeguro Holding Ltd. ("PSHC"). The PagSeguro Group subsidiaries are as follows:

- PagSeguro Brazil subsidiaries are PagSeguro Biva Securitizadora de Créditos Financeiras S.A. ("Biva Sec"), Fundo de Investimento em Direitos Creditórios – PagSeguro ("FIDC"), Wirecard Brazil Instituição de Pagamento S.A. ("MOIP"), Concil Inteligência em Conciliação S.A. ("Concil") and Netpos Serviços de Informática S.A. ("Netpos").
- PagSeg subsidiaries are Net+Phone Telecomunicações Ltda. ("Net+Phone"), Pagseguro Tecnologia, BCPS Online Services Ltda. ("BCPS"), CDS Serviços Financeiros Ltda. ("CDS"), Pagseguro Biva Serviços Financeiros Ltda. ("Biva Serviços") and Pag Participações Ltda ("Pag Participações").
- Pag Participações subsidiaries are Tilix Digital Ltda. ("TILIX"), Yamí Software & Inovação Ltda. ("YAMÍ") and Zygo Serviços de Tecnologia S.A. ("ZYGO").
- PSHC subsidiaries are Pagseguro Chile, SPA ("Pagseguro Chile"), Pagseguro Colombia, S.A.S ("Pagseguro Colombia"), PSGP México S.A de C.V. ("PSGP Mexico") and Pagseguro Peru S.A.C. ("Pagseguro Peru").
- BS Holding subsidiaries are BancoSeguro S.A. ("Bancoseguro") and Paginvest CTVM Ltda. ("Paginvest").

These consolidated financial statements include Pagseguro Brazil, PagSeg, PSHC, BS Holding and corresponding subsidiaries.

2. Presentation and preparation of the consolidated financial statements and significant accounting policies

2.1. Basis of preparation of the consolidated financial statements

These consolidated financial statements have been prepared in accordance with the International Financial Reporting Standards ("IFRS®"), as issued by the International Accounting Standards Board ("IASB®") and disclose all (and only) the applicable significant information related to the financial statements, which is consistent with the information utilized by management in the performance of its duties. The consolidated financial statements are presented in thousands of Brazilian reais, unless otherwise indicated, which is the functional currency of PagSeguro Group.

The consolidated financial statements have been prepared on a historical cost basis, except for certain financial assets and liabilities measured at fair value.

The preparation of financial statements requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying PagSeguro Group's accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements, are disclosed in Note 3.

These consolidated financial statements as of December 31, 2023 and 2022 for the three years ended December 31, 2023, were authorized for issuance by PagSeguro Digital's Board of Directors on February 26, 2024.

2.2. Basis of consolidation

PagSeguro Group consolidates all entities over which it has control. Control is achieved when PagSeguro Group is exposed or has rights to variable returns with its involvement with the investee and can affect those returns through its power over the investee's relevant activities.

Subsidiaries are all entities over which PagSeguro Digital has control. Subsidiaries are fully consolidated from the date PagSeguro Group obtains control of the subsidiary and ceases when PagSeguro Group loses control of the subsidiary. The subsidiaries included in the consolidation are described in Note 4.

A change in the ownership interest of a subsidiary, without a loss of control, is accounted for as an equity transaction.

2.3. Foreign currencies

i) Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Foreign exchange gains and losses resulting from the settlement of these transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the statement of income.

Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transactions.

ii) Group companies

On consolidation, the assets and liabilities of foreign operations are translated into Reais at the rate of exchange prevailing at the reporting date and their statements of profit or loss are translated at exchange rates prevailing at the dates of the transactions.

The exchange differences arising on translation for consolidation are recognized in OCI. On disposal of a foreign operation, the component of OCI relating to that particular foreign operation is reclassified to profit or loss.

2.4. Cash and cash equivalents

Cash and cash equivalents are held for the purpose of meeting short-term cash needs and not for investment or any other purposes. PagSeguro Group classifies as cash equivalents a financial investment that can be immediately converted into a known amount of cash and is subject to immaterial risk of change in value. PagSeguro Group classifies financial instruments with original maturities of three months or less as cash equivalents.

2.5. Financial instruments - initial recognition and subsequent measurement

i) Financial assets

Initial recognition and measurement

Financial assets are classified, at initial recognition and subsequently measured at amortized cost, fair value through other comprehensive income ("OCI"), and fair value through profit or loss. The classification depends on the financial asset's contractual cash flow characteristics and the Group's business model for managing them. The Group initially measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs.

For a financial asset to be classified and measured at amortized cost or fair value through OCI, it needs to give rise to cash flows that are 'solely payments of principal and interest ("SPPI") on the principal amount outstanding. This assessment is referred to as the SPPI test and is performed at an instrument level. Financial assets with cash flows that are not SPPI are classified and measured at fair value through profit or loss, irrespective of the business model.

The Group's business model for managing financial assets refers to how it manages its financial assets to generate cash flows. The business model determines whether cash flows will result from collecting contractual cash flows, selling the financial assets, or both. Financial assets classified and measured at amortized cost are held within a business model with the objective to hold financial assets to collect contractual cash flows while financial assets classified and measured at fair value through OCI are held within a business model with the objective of both holding to collect contractual cash flows and selling (such as the financial investment disclosed on Note 7).

Financial assets include cash and cash equivalents, financial investments, receivables from related parties, accounts receivable, judicial deposits and other receivables.

Subsequent measurement

The subsequent measurement of financial assets depends on their classification, which may be (i) financial assets at amortized cost; (ii) financial assets at fair value through OCI with recycling of cumulative gains and losses (debt instruments); and (iii) financial assets at fair value through profit or loss.

Financial assets at amortized cost

Financial assets at amortized cost relating to debt instruments are subsequently measured using the effective interest method and are subject to impairment. Financial assets at amortized cost relating to equity instruments are measured at cost of acquisition. Gains and losses are recognized in profit or loss when the asset is derecognized, modified or impaired.

The Group's financial assets at amortized cost includes cash and cash equivalents, accounts receivable, judicial deposits, financial investments, receivables from related parties, and other receivables.

Financial assets at fair value through profit or loss

Financial assets at fair value through profit or loss are presented at fair value in the balance sheet, with the corresponding gains or losses recognized in the statement of income. The Group does not hold any financial asset within this category.

Financial assets at fair value through OCI

For debt instruments at fair value through OCI, interest income, foreign exchange revaluation and impairment losses or reversals are recognized in the statement of profit or loss and computed in the same manner as for financial assets measured at amortized cost. The remaining fair value changes are recognized in OCI. Upon derecognition, the cumulative fair value change recognized in OCI is recycled to profit or loss.

The Group's debt instruments at fair value through OCI includes investments in Brazilian Treasury Bonds, as disclosed in Note 7.

Upon initial recognition, the Group can elect to classify irrevocably its equity investments as equity instruments designated at fair value through OCI when they meet the definition of equity under IAS 32 Financial Instruments: Presentation and are not held for trading. The classification is determined on an instrument-by-instrument basis. Gains and losses on these financial assets are never recycled to profit or loss. The Group does not hold any financial asset within this category.

Derecognition

A financial asset or, where applicable, a part of a financial asset or part of a group of similar financial assets, is derecognized when:

- The rights to receive cash flows from the asset expire; or
- PagSeguro Group transfers its rights to receive cash flows from the asset, or assumes an obligation to pay the received cash flows in full to a third party under a "pass-through" arrangement; and (a) transfers virtually all the risks and benefits of the asset, or (b) neither transfers nor retains virtually all the risks and benefits of the asset, but transfers control of the asset.

When PagSeguro Group has transferred its rights to receive cash flows from an asset and has not transferred or retained substantially all the risks and benefits of the asset, this asset is recognized to the extent of PagSeguro Group's continuing involvement in the asset. In such case, PagSeguro Group also recognizes an associated liability.

The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that PagSeguro Group has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of the consideration that PagSeguro Group may be required to repay.

ii) Impairment of financial assets

PagSeguro Group assesses, at the balance sheet date, if there is significantly increase on credit risk of financial instruments since initial recognition that a financial asset or a group of financial assets is impaired. The Group recognizes an allowance for expected credit losses ("ECLs") for all debt instruments at amortized cost. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Group expects to receive, discounted at an approximation of the original effective interest rate. The expected cash flows will include cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms.

ECLs are recognized in three stages. For credit exposures for which there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses that result from default events that are possible within the next 12-months (a 12-month ECL). For those credit exposures for which there has been a significant increase in credit risk since initial recognition, a loss allowance is required for credit losses expected over the remaining life of the exposure, irrespective of the timing of the default (a lifetime ECL).

The Group applies a credit risk policy taking into consideration the possibility of default by: (a) the card issuers, which have the obligation of transferring to the credit and debit card labels the fees charged for the transactions carried out by their card holders, and/or (b) the acquirers, which are used by the PagSeguro Group to approve transactions with the issuers. To mitigate this risk, the PagSeguro Group has established a Credit and Liquidity Risk Committee, whose responsibility is to assess the level of risk of each of the card issuers served by PagSeguro Group, as discussed in Note 26.

For debt instruments at fair value through OCI, the Group applies at every reporting date, the Group evaluates whether the debt instrument is considered to have low credit risk using all reasonable and supportable information that is available without undue cost or effort. In making that evaluation, the Group reassesses the internal credit rating of the debt instrument. The Group's debt instruments at fair value through OCI comprise solely investments in Brazilian Treasury Bonds, considered to be low credit risk investments.

iii) Financial liabilities

Initial recognition and measurement

Financial liabilities are classified at initial recognition, as financial liabilities at fair value through profit or loss, or amortized cost. PagSeguro Group determines the classification of its financial liabilities at initial recognition.

Financial liabilities include payables to third parties, deposits, payables to related parties, trade payables and other payables.

Subsequent measurement

The subsequent measurement of financial liabilities depends on their classification, which may be as follows:

Financial liabilities at fair value through profit or loss

Financial liabilities at fair value through profit or loss include held-for-trading financial liabilities and financial liabilities designated at fair value through profit or loss at initial recognition. Financial liabilities and corresponding specific derivative entered with the objective of protecting against fair value exposure risk are also designated at fair value hedge.

Financial liabilities are classified as held-for-trading if acquired for sale in the short term. This category includes derivative financial instruments which do not meet the hedge accounting criteria defined by IFRS 9 – Financial Instruments.

Gains and losses on held-for-trading liabilities are recognized in the statement of income.

Financial liabilities at amortized cost

After initial recognition, interest-bearing borrowings are subsequently measured at amortized cost, using the effective interest rate method, and are recognized in the statement of income.

Amortized cost is calculated by considering any discount or premium on acquisition and fees or costs that are an integral part of the effective interest rate. The effective interest rate amortization is included in "Financial expenses" in the statement of income.

Derecognition

A financial liability is derecognized when the obligation is discharged, canceled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as a derecognition of the original liability and recognition of a new liability, and the difference in the respective carrying amounts is recognized in the statement of income.

iv) Financial instruments – offsetting

Financial assets and liabilities are presented net in the balance sheet if, and only if, there is an existing and enforceable legal right to offset the amounts recognized and an intention to offset or to realize the asset and settle the liability simultaneously.

v) Fair value of financial instruments

The fair value of financial instruments actively traded in organized markets is determined based on quoted market prices at the balance sheet date, without a deduction of transaction costs.

The fair value of financial instruments that are not traded in an active market is determined by using valuation techniques. These techniques include the use of recent arm's length transactions, reference to other similar instruments, discounted cash flow analysis or other valuation methods.

vi) Current versus non-current classification

The PagSeguro Group presents financial assets and liabilities in the balance sheet based on current and non-current classification. An asset is current when it is: (i) expected to be realized or intended to be sold or consumed in the normal operating cycle; (ii) held primarily for the purpose of trading; (iii) expected to be realized within twelve months after the reporting period; or (iv) cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period. All other assets are classified as non-current.

A liability is current when: (i) it is expected to be settled in the normal operating cycle; (ii) it is held primarily for the purpose of trading; (iii) it is due to be settled within twelve months after the reporting period; or (iv) there is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period.

vii) Derivative Financial Instruments

Derivatives are initially recognized at fair value on the date a derivative contract is entered, and they are subsequently remeasured to their fair value at the end of each reporting period. The accounting for subsequent changes in fair value depends on whether the derivative is designated as a hedge accounting and, if so, the nature of the item being hedged.

At inception of the hedge accounting, the group documents the economic relationship between hedging instruments and hedged items, including whether changes in the cash flows of the hedge accounting are expected to offset changes in the cash flows of hedged items.

If the hedge no longer meets the criteria for hedge accounting, the adjustment to the carrying amount of a hedged item for which the effective interest method is used is amortized to profit or loss over the remaining period until maturity, using a recalculated effective interest rate.

2.6. Accounts receivable

Accounts receivable include mainly (i) the receivables from credit/debit card issuers and acquirers originated from transactions through PagSeguro Group payment platform and credit operations (ii) loans, credit card receivables and payroll loans and other credit operations. If the term is equivalent to one year or less, accounts receivable is classified as current assets, if not, as non-current assets.

For debit and credit cards receivables from the clients, since they are comprised of transactions approved by large financial institutions that have a low overall risk level based on ratings received from major credit rating agencies, the PagSeguro Group assess it's expected credit risk as low. This assessment is constantly updated considering other external factors, such as credit ratings assigned by Fitch, S&P and Moody's.

PagSeguro Group incurs financial expenses when an election to receive early payment of accounts receivable from financial institutions is made. This financial expense is recognized at the time the financial institution agrees to liquidate the accounts receivable due in installments on a prepaid basis, and it is recorded as Financial expenses in the statement of income.

For loans, credit card receivables and payroll loans and other credit operations, the methodology for determining the allowance for impairment loss is periodically reviewed, and calculated based on the multiplication of the following factors:

- Probability of Default (PD): probability of the counterparty not meeting its contractual payment obligations;
- Exposure at Default (EAD): amount exposed to credit risk at default; and
- Loss Given Default (LGD): percentage of the exposure that is not expected to be recovered in the event of default.

Pagseguro Group uses a credit risk rating model that assesses the risk of insolvency and default of counterparties, the methodologies and rules of which are defined in internal rules and policies. The main purpose of this credit risk rating model is to rate the likelihood of a customer to default, called Probability of Default (PD), by using objective factors that combine the economic and financial information on the customer and its economic group with the accessory guarantees offered for the operations: significant financial difficulty of the issuer or debtor; high probability of bankruptcy or composition with creditors or financial reorganization; breach of contract, such as a default or arrears in interest or principal payments; debt renegotiation; and the disappearance of an active market.

The PD is set for each business segment established by PagSeguro, which segregation is mainly based on customer size, so that customers with similar behavior and PD are grouped.

The weighting of objective factors plus the analysis of the coverage percentage of accessory guarantees leads to the customer rating this allows the grouping of customers with similar credit risks and classification into one of the following stages:

- Stage 1: comprises the credit portfolio that have not shown significant increase in credit risk since initial recognition, or that showed a low credit risk at the reporting date of the financial statement. It requires the recognition of an allowance related to the expected credit losses resulting from default events that are possible within 12 months after the reporting date (12-month expected credit losses).
- Stage 2: comprises the credit portfolio that have shown significant increase in credit risk since initial recognition, but that did not show probability of the counterparty not meeting its contractual payment obligations. It requires the recognition of an allowance at the amount of the expected credit losses considering default events that are possible over the expected lifetime of the transaction.
- Stage 3: comprises the credit portfolio that show probability of the counterparty not meeting its contractual payment obligations. It requires the recognition of an allowance at the amount of the expected credit losses considering default events that are possible over the expected lifetime of the transaction.

In addition to the above-described internal policies and rules, used for calculating the necessary allowance requirements, the recognition of the allowance for impairment also takes into consideration prospective information and scenarios established by Pagseguro, as follows: change in macroeconomic scenarios which impact in the calculation mode, such as, unemployment rate, Gross Domestic Product (GDP), score to credit cards, inflation rate, debt rate and score to loans. Macroeconomic scenarios also involve inherent risks, market uncertainties and other factors that may give rise to results different from those expected.

Finally, in addition to the methodology for calculating the allowance for impairment (EAD x PD x LGD), Pagseguro takes into consideration any other factor that may not be reached by such methodology, applying such factor to the individual transaction level. In this assessment, management has considered forward looking information and assumptions as the historical loss experience, credit quality and guarantees, economic factors and estimated future cash flows, which could impact the calculation model for provisioning expected credit losses.

An asset or group of financial assets is impaired and impairment loss is incurred if: there is probability of the counterparty not meeting its contractual payment obligations as a result of one or more events that occurred after the initial recognition of the asset (a "loss event"); such loss event (or events) effectively impact the estimated future cash flows of the operation; and the loss can be reliably estimated.

If, in a subsequent period, the amount of the loss decreases and is objectively related to an event occurring after the loss recognition (such as an upgrade in the debtor's credit rating), the previously recognized loss is reversed by adjusting the allowance.

2.7. Inventories

Inventories consist of POS devices. Inventories are stated at historical cost. The Company used the average cost method to account for inventories' cost and corresponding provision for losses is recognized when sale value is lower than its purchase cost.

2.8. Property and equipment

Property and equipment is stated at historical cost, net of accumulated depreciation and accumulated impairment losses, if any. Historical cost includes expenditures that are directly attributable to the acquisition of the items and may also include finance costs related to the acquisition of qualifying assets.

Subsequent costs are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with these costs will flow to PagSeguro Group and that such benefits can be reliably measured.

The carrying amount of replaced items or parts is derecognized. All other repairs and maintenance expenses are charged to the statement of income during the year in which they are incurred.

The assets' residual values and useful lives are reviewed at the end of each reporting period, and adjusted on a prospective basis, if appropriate. Depreciation is calculated using the straight-line method, based on the estimated useful lives, as shown below:

Data processing equipment (includes the POS devices)	2.5 to 5 years
Building leasings	5 to 10 years
Machinery and equipment	5 to 10 years
Other assets	5 to 10 years

During 2023, the Company reviewed the estimated useful lives of these assets and no significant change was identified.

An item of property and equipment is derecognized upon disposal or when future economic benefits are expected from its use or disposal. Any gain or loss on disposal (calculated as the difference between the net disposal proceeds with the carrying amount of the asset) is recognized within "Other (expenses) income, net" in the statement of income when an asset is derecognized.

An asset's carrying amount is immediately written down to its recoverable amount when the asset's carrying amount is greater than its estimated recoverable amount. See note 2.10.

2.9. Intangible assets

Software licenses are recorded at historical cost. Software licenses are amortized on the straight-line basis over the estimated useful life of the software which is approximately five years.

Costs associated with maintaining computer software programs are recognized as an expense as incurred. Development costs that are directly attributable to the design and testing of identifiable and unique software products controlled by PagSeguro Group are recognized as intangible assets.

Directly attributable costs relating to internal development of software are capitalized as part of the software product, which mainly includes costs incurred with employees and third-party contracted services.

Other development expenditures that do not meet the capitalization criteria are expensed as incurred. Development costs previously recorded as an expense are not recognized as an asset in a subsequent period and are included in the income statement.

Capitalized computer software development costs are amortized over their estimated useful lives which are reviewed at the end of each reporting period, and adjusted on a prospective basis, if appropriate.

2.10. Impairment of non-financial assets

The PagSeguro Group assesses at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the PagSeguro Group estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or CGU's fair value less costs of disposal and its value in use. The recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a post-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are considered. If no such transactions can be identified, an appropriate valuation model is used.

The Group bases its impairment calculation on most recent budgets and forecast calculations. These budgets and forecast calculations generally cover a period of five years. A long-term growth rate is calculated and applied to project future cash flows after the fifth year.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognized impairment losses no longer exist or have decreased. If such indication exists, the Group estimates the asset's or CGU's recoverable amount. Goodwill is tested for impairment annually and when circumstances indicate that the carrying value may be impaired. Goodwill is impaired when the recoverable amount of the CGU is less than it is carrying amount, an impairment loss is recognized.

2.11. Payables to third parties

Payables to third parties refer to funds payable and amounts due to merchants that use PagSeguro Brazil platform. PagSeguro Group recognizes a liability for the transaction amount, net of the transaction cost that will be made available to the merchant on its PagSeguro account.

The payables to third parties from installment transactions are estimated based on the fair value, in accordance with the terms of these transactions.

2.12. Deposits

The PagSeguro Group has sell-buy back transactions (sales of financial assets with future repurchase agreement). Such repurchase agreements are recorded in term deposits accounts when refers to certificate deposits operations and interbank deposits accounts for financial letter issuance purposes. The difference between sale price and repurchase price is treated as interest and it is recognized during the term of the agreement by effective interest rate method.

2.13. Borrowings

Borrowings are initially recognized at fair value less any directly attributable transaction costs. After initial recognition, these financial liabilities are measured at amortized cost using the effective interest method, except for the embedded derivative, which is measured at fair value through profit or loss.

Gains and losses are recognized in the consolidated income statements when the liabilities are derecognized as well as through the effective interest method amortization process. Amortized cost is calculated by considering any discount or premium on acquisition and fees or costs that are an integral part of the effective interest method. The effective interest method amortization is included in interest expense in the consolidated income statements.

2.14. Provisions

Provisions are recognized when PagSeguro Group has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation and the amount can be reliably estimated. When PagSeguro Group expects the value of a provision to be reimbursed, in whole or in part (for example, due to an insurance contract) the reimbursement is recognized as a separate asset, but only when the reimbursement is virtually certain. Expenses associated with any provisions are presented in the statement of income, net of any reimbursements. PagSeguro Group is a party to legal and administrative proceedings.

Provisions are established for all contingencies related to lawsuits for which it is probable that an outflow of funds will be necessary to settle the contingency/obligation and a reasonable estimate can be made. The assessment of the likelihood of loss includes the evaluation of available evidence, the hierarchy of laws, available case law, recent court decisions and their importance in the legal system, as well as the opinion of outside legal counsel. The provisions are reviewed and adjusted to reflect changes in circumstances.

2.15. Revenue and income

Revenue from contract with customers is recognized as control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services in the ordinary course of PagSeguro Group's activities. Revenue is presented net of sales and excise taxes and returns.

PagSeguro Group's revenue from contract with customers substantially comprises:

- Revenue from transaction activities and other services: Revenue from fees charged for intermediation of electronic payments, and other services such as prepaid cards, which are recognized at the time the purchase is approved by the financial institution. Revenues from fees charged for intermediation of electronic payments are recognized on a gross basis and related transaction costs are recognized as Cost of sales and services, since PagSeguro Group is the principal in the intermediation transaction. PagSeguro Group has primary responsibility for providing the services to customers and directly sets the prices for such services, independently from the related transaction costs agreed between PagSeguro Group and the card schemes or card issuers.
- Revenue from membership fee: The Company charges a non-refundable membership fee at the inception of the contract with customers that provides access to the PagSeguro Group ecosystem. Revenue related to the non-refundable membership fee has been deferred according to the PagSeguro clients' internal metrics and recognized in deferred revenues over time.

- Revenue from credit operations: The Company recognizes income earned on a daily pro-rata basis. Income from credit operations due and overdue before entering in stop acrual is recorded in revenue from transaction activities and services. After stop acrual will only be recognized income when actually received.
- Income is mostly comprised of financial income recognized because of the discount rate charged on the early payments of payables to third parties (merchants). The income is recognized at the time the merchant receives the payment for the sale in installments on an early payment basis, and it is recorded as financial income in the statement of income.

2.16. Current and deferred income tax and social contribution

Current income tax and social contribution

Tax assets and liabilities for the current year are calculated based on the expected recoverable amount or the amount payable to the tax authorities. The tax rates and tax laws used to calculate the amount are those enacted or substantively enacted at the balance sheet date in the countries where PagSeguro Group operates and generates taxable income.

Current income tax and social contribution related to items recognized directly in equity are recognized in equity. PagSeguro Group periodically evaluates the tax positions involving interpretation of tax regulations and establishes provisions when appropriate.

Deferred taxes

Deferred taxes arise from temporary differences between the tax bases of assets and liabilities and their carrying amounts at the balance sheet date.

Deferred tax liabilities are recognized for all temporary taxable differences, except in the following situations:

- When the deferred tax liability arises from the initial recognition of an asset or liability in a transaction other than a business combination that, at the time of the transaction, affects neither accounting nor taxable profit; and
- On temporary tax differences related to investments in subsidiaries, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognized on all deductible temporary differences and tax loss carryforwards, to the extent that it is probable that taxable profit will be available against which they can be offset, except:

- When the deferred tax asset related to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction other than a business combination that, at the time of the transaction, affects neither accounting nor taxable profit or loss; and
- On the deductible temporary differences associated with investments in subsidiaries. Deferred tax assets are recognized only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and that taxable profit will be available against which the temporary differences can be utilized.

The carrying amount of deferred tax assets is reviewed at each reporting date and a deferred tax asset is recognized to the extent that it is probable that sufficient taxable profit will be available to allow all or part of the deferred tax assets to be utilized. Unrecognized deferred tax assets are re-assessed, at each reporting date and are recognized to the extent that it has become probable that future taxable profits will be available to allow their utilization.

Based on the local law of the Cayman Islands (specifically, the Companies Law of 1960), there is no taxation on the income earned by companies organized in this jurisdiction. Therefore, PagSeguro Digital has no income tax impacts in the Cayman Islands.

For the subsidiaries of PagSeguro Digital, deferred tax assets and liabilities are measured using the prevailing tax rates in the year in which the assets will be realized, and the liabilities will be settled. The currently defined tax rates of 25% for income tax and 9% for social contribution are used to calculate deferred taxes, except for BancoSeguro, which currently defined tax rates of 25% for income tax and 20% for social contribution and PagInvest, which currently defined tax rates of 25% for income tax and 15% for social contribution, according to the Law 14.446.

Deferred tax assets and liabilities are presented on a net basis when there is legally or contractually enforceable right to offset the tax asset against the tax liability, and the deferred taxes are related to the same taxable entity and subject to the same tax authority.

2.17. Employee benefits - Profit sharing

PagSeguro Group recognizes a liability and an expense for profit sharing subject to achievement of operational targets and performance established and approved at the beginning of each fiscal year. PagSeguro Group recognizes a provision when contractually obliged or when there is a past practice that has created a constructive obligation.

2.18. Business combination and goodwill

PagSeguro Group accounts for business combinations using the acquisition method. The cost of an acquisition is measured as the sum of the consideration transferred, based on its fair value on the acquisition date. Costs directly attributable to the acquisition are expensed as incurred.

The assets acquired, and liabilities assumed are measured at fair value, classified and allocated according to the contractual terms, economic circumstances, and relevant conditions on the acquisition date. PagSeguro Group recognizes any non-controlling interest in the acquired business either at fair value or at the non-controlling interest's proportionate share of the fair value of the acquired businesses' identifiable net assets. Non-controlling interests are determined upon each acquisition. Acquisition-related costs are accounted for in the statement of income as incurred.

Goodwill is measured as the excess of the consideration transferred over the fair value of net assets acquired. If the consideration transferred is smaller than the fair value of net assets acquired, the difference is recognized as a gain on bargain purchase in the statement of income. After initial recognition, goodwill is measured at cost less any accumulated impairment losses.

Any contingent consideration to be transferred by the acquirer will be recognized at fair value at the acquisition date. Contingent consideration classified as equity is not remeasured and its subsequent settlement is accounted for within equity. Contingent consideration classified as an asset or liability that is a financial instrument and within the scope of IFRS 9 Financial Instruments, is measured at fair value with the changes in fair value recognized in the statement of profit or loss in accordance with IFRS 9.

2.19. Treasury shares

Own equity instruments that are reacquired (treasury shares) are recognized at cost and deducted from equity. No gain or loss is recognized in profit or loss on the purchase, sale, issue or cancellation of the PagSeguro Group's own equity instruments. Any difference between the carrying amount and the consideration, if reissued, is recognized in equity.

2.20. Share-based payments (LTIP and LTIP Goals)

LTIP-Goals was established by PagSeguro Brazil on December 18, 2018, as approved by the Company's board of directors, modified and ratified on August 7, 2019, February 21, 2020, January 19, 2021, August 16, 2021, and December 20, 2021. Beneficiaries under the LTIP-Goals are selected by the LTIP-Goals Committee, which consists of the Company's Chairman of the board of directors and two officers of UOL.

Beneficiaries under the LTIP-Goals granted awards, which may be payable in cash, Class A common shares or a combination of the two, at the discretion of the LTIP-Goals Committee based on the goals established in the Company's corporate results-sharing plan for any given year. If any portion of an award was payable in Class A common shares, the relevant value in Brazilian reais was converted into Class A common shares will set a determination date that falls no later than on the last business day of March following the year for which such amount was awarded. Under the LTIP-Goals plan, the relevant payment shall be made and/or Class A common shares delivered within 10 business days of that determination date.

Before the LTIP-Goals was created, members of management participated in the LTIP, which was established by UOL for its group companies on July 29, 2015 and was adopted by PagSeguro Digital Ltd. Beneficiaries under the LTIP were selected by UOL's LTIP Committee, which consists of the Company's chairman and two officers of UOL. Since the establishment of LTIP-Goals on December 18, 2018, no new rights have been, nor will be, granted under the LTIP. Beneficiaries under the LTIP were granted rights in the form of notional cash amounts without cash consideration. In this plan, employees (including senior executives) of the UOL group companies receive remuneration in the form of share-based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions).

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made. These rights vest in five equal annual installments starting one year after the beneficiary's grant date.

That cost is recognized in personnel expenses, together with a corresponding increase in equity over the period in which the service is fulfilled (the vesting period). The cumulative expense recognized for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Group's best estimate of the number of equity instruments that will ultimately vest. The expense in the statement of profit or loss represents the movement in cumulative expense recognized as at the beginning and end of the year. No expense is recognized for awards that do not ultimately vest because service conditions have not been met.

2.21. New accounting standards adopted in 2023

The accounting policies adopted in the preparation of the consolidated financial statements for the period ended December 31, 2023 are consistent with those adopted for the year ended December 31, 2022, except for the changes required by the pronouncements, interpretations and standards which became effective on January 1, 2023, as described below.

- IFRS 17 was issued in May 2017 as replacement for IFRS 4 Insurance Contracts. It requires a current measurement model where estimates are remeasured in each reporting period, Contracts are measured using the building blocks of discounted probability-weighted cash flows, an explicit risk adjustment and a contractual service margin, or CSM representing the unearned profit of the contract which is recognized as revenue over the coverage period.

The standard allows a choice between recognizing changes in discount rates either in the statement of profit or loss or directly in other comprehensive income. The choice is likely to reflect how insurers account for their financial assets under IFRS 9. An optional, simplified premium allocation approach is permitted for the liability for the remaining coverage for short duration contracts, which are often written by non-life insurers.

There is a modification of the general measurement model called the 'variable fee approach' for certain contracts written by life insurers where policy holders share in the returns from underlying items. When applying the variable fee approach, the entity's share of the fair value changes of the underlying items is included in the CSM. The results of insurers using this model are therefore likely to be less volatile than under the general model.

Targeted amendments made in July 2020 aimed to ease the implementation of the standard by reducing implementation costs and making it easier for entities to explain the results from applying IFRS 17 to investors and others. The amendments also deferred the application date of IFRS 17 to January 1, 2023. The Group did not identify material impacts under the new IFRS.

- Amendment to IAS 1 and IFRS Practice Statement 2 - Disclosure of Accounting Policies: in February 2021 the IASB issued a new amendment to IAS 1 on disclosure of "material" accounting policies rather than "significant" accounting policies. The amendments define what "material accounting policy information" is and explain how to identify it. It also clarifies that immaterial accounting policy information does not need to be disclosed, but if so, it should not obscure the relevant accounting information. To support this change, the IASB also amended the "IFRS Practice Statement 2 Making Materiality Judgments" to provide guidance on how to apply the concept of materiality to accounting policy disclosures. This amendment is effective as of January 1, 2023. The Group did not identify material changes in the financial results.
- Amendment to IAS 8 - Accounting Policies, Change in Estimate and Error Rectification: the amendment issued in February 2021 clarifies how entities must distinguish changes in accounting policies from changes in accounting estimates, as changes in accounting estimates are applied prospectively to future transactions and other future events, but changes in accounting policies are generally applied retrospectively to past transactions and other past events, as well as to the current period. This amendment is effective as of January 1, 2023. The Group did not identify material changes in the financial results.
- Amendment to IAS 12 - Income Taxes: the amendment issued in May 2021 requires entities to recognize deferred tax on transactions that, on initial recognition, give rise to equal amounts of taxable and deductible temporary differences.
- This typically applies to lease transactions (right-of-use assets and lease liabilities) and decommissioning and restoration obligations, as an example, and will require the recognition of additional deferred tax assets and liabilities. This amendment is effective as of January 1, 2023. The Group did not identify material changes in the financial results.
- OECD Pilar Two Rules – In May 2023, the IASB made narrow-scope amendments to IAS 12 which provide a temporary relief from the requirement to recognize and disclose deferred taxes arising from enacted or substantively enacted tax law that implements the Pillar Two model rules, including tax law that implements qualified domestic minimum top-up taxes described in those rules. The group did not identify material changes in the financial results.

2.22. New accounting standards not yet effective

The new and amended standards and interpretations that are issued, but not yet effective, up to the date of issuance of the consolidated financial statements are disclosed below. The Company intends to adopt these new and amended standards and interpretations, if applicable, when they become effective.

- Amendment to IAS 1 "Presentation of Financial Statements": issued in May 2020 and 2022, with the objective of clarifying that liabilities are classified as current or non-current, depending on the rights that exist at the end of the period. The classification is not affected by the entity's expectations or events after the reporting date (eg, receipt of a waiver or breach of covenant). The amendments also clarify what "settlement" of a liability refers to under IAS 1. The amendments to IAS 1 are effective as of January 1, 2024. The Group did not identify material changes in the financial results.
- Amendments to IFRS 16 – The amendments to IFRS 16 specify that, in measuring the lease liability subsequent to the sale and leaseback, the seller-lessee determines 'lease payments' and 'revised lease payments' in a way that does not result in the seller-lessee recognising any amount of the gain or loss that relates to the right of use that it retains. This could particularly impact sale and leaseback transactions where the lease payments include variable payments that do not depend on an index or a rate. The amendments to IFRS 16 are effective as of January 1, 2024. The group did not expect material changes in the financial results.
- Amendments to IAS 7 and IFRS 7 – The objective of the amendments to IFRS 7 is to provide information about SFAs that enables investors to assess the effects on an entity's liabilities, cash flows and the exposure to liquidity risk. The amendments to IAS 7 are effective as of January 1, 2024. The group did not expect material changes in the financial results.

3. Accounting estimates and judgments

Accounting estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Based on assumptions, PagSeguro Group makes estimates concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The main estimates and assumptions are addressed below:

3.1. Provision for contingencies

PagSeguro Group recognizes provisions for civil, tax and labor lawsuits. The assessment of probability of loss includes assessing the available evidence and jurisprudence, the hierarchy of laws and most recent court decisions. Provisions are reviewed and adjusted to consider changes in circumstances such as the applicable limitation period, findings of tax inspections and additional exposures identified based on new issues or court decisions.

3.2. Measurement of loss allowance for expected credit losses

For accounts receivable from cards issuers, PagSeguro Group uses a provision matrix to calculate ECLs. The provision rates are based on the internal credit rating that consider external information, such as ratings given by major rating agencies and forward-looking factors specific to the debtors and the economic environment. For loans and credit cards receivable with the clients, the provision rates are based on EAD, PD and LGD as detailed in note 2.6 accounts receivable.

3.3. Impairment of goodwill

Management's judgment must be exercised especially in forecasting CGU's cash flows, computation of the weighted average cost of capital ("WACC"), estimation of inflation and long-term growth rate based on estimated gross domestic product used when calculating the value in use of the CGU, as described in Note 13.

4. Consolidation of subsidiaries

	As of December 31, 2023					
Company	**Assets**	**Liabilities**	**Equity**	**Net income (loss) for the period**	**Ownership - %**	**Level**
Pagseguro Brazil	**43,589,543**	**34,397,103**	**9,192,440**	**1,165,003**	**99.99**	**Direct**
BS Holding	**834,565**	**225**	**834,340**	**69,071**	**100.00**	**Direct**
Pagseg Participações	**2,114,250**	**871**	**2,113,379**	**83,101**	**99.99**	**Direct**
Pagseguro Holding	**4,369**	**2,351**	**2,018**	**(3,120)**	**99.99**	**Direct**
Pag Participações	**430,782**	**272,154**	**158,628**	**3,139**	**99.99**	**Indirect**
Paginvest Corretora	**16,252**	**276**	**15,976**	**964**	**99.99**	**Indirect**
Net+Phone	**536,583**	**121,535**	**415,048**	**72,634**	**99.99**	**Indirect**
PagSeguro Tecnologia	**1,123,363**	**891,623**	**231,740**	**2,990**	**99.99**	**Indirect**
BCPS	**2,247**	**44**	**2,203**	**217**	**99.99**	**Indirect**
BSEC	**1,514,756**	**1,469,978**	**44,778**	**30,334**	**99.99**	**Indirect**
Biva Serviços	**146,606**	**101,001**	**45,605**	**3,726**	**99.99**	**Indirect**
FIDC	**5,324,969**	**728,280**	**4,596,689**	**2,460,443**	**100.00**	**Indirect**
TILIX	**51,473**	**2,185**	**49,288**	**4,257**	**99.99**	**Indirect**
BancoSeguro	**30,858,054**	**30,061,363**	**796,691**	**67,656**	**100.00**	**Indirect**
Yamí	**135,126**	**100,968**	**34,158**	**193**	**99.99**	**Indirect**
CDS	**210,517**	**200,403**	**10,114**	**401**	**99.99**	**Indirect**
ZYGO	**215,856**	**152,082**	**63,774**	**3,282**	**99.99**	**Indirect**
MOIP	**666,847**	**544,695**	**122,152**	**(8,618)**	**100.00**	**Indirect**
Concil	**317,283**	**303,640**	**13,643**	**5,150**	**100.00**	**Indirect**
Netpos	**5,246**	**2,837**	**2,409**	**2,689**	**100.00**	**Indirect**
PagSeguro Chile	**7,807**	**8,092**	**(285)**	**(1,309)**	**100.00**	**Indirect**
PagSeguro Colombia	**5,585**	**5,122**	**463**	**(403)**	**100.00**	**Indirect**
PSGP México	**1,590**	**2,387**	**(797)**	**(1,003)**	**100.00**	**Indirect**
PagSeguro Peru	**2,967**	**1,330**	**1,637**	**(615)**	**100.00**	**Indirect**

	As of December 31, 2022					
Company	**Assets**	**Liabilities**	**Equity**	**Net income (loss) for the year**	**Ownership - %**	**Level**
Pagseguro Brazil	28,149,503	18,821,951	9,327,552	1,065,582	99.99	Direct
BS Holding	771,011	5,198	765,813	27,156	99.99	Direct
Pagseg Participações	781,745	871	780,874	76,549	99.99	Direct
Pagseguro Holding	3,269	1,365	1,904	(1,681)	99.99	Direct
Pag Participações	165,265	9,775	155,490	(15,178)	99.99	Indirect
Paginvest	2,016	4	2,012	12	99.99	Indirect
Net+Phone	467,890	125,476	342,414	70,491	99.99	Indirect
Pagseguro Tecnologia	363,377	134,468	228,909	15,880	99.99	Indirect
BCPS	1,916	(41)	1,957	486	99.99	Indirect
Biva Sec	1,840,045	1,825,459	14,586	7,491	99.99	Indirect
Biva Serviços	68,164	26,240	41,924	4,676	99.99	Indirect
Biva Corban	1,247	(16,181)	17,428	1,674	99.99	Indirect
FIDC	5,122,004	792,391	4,329,613	2,211,249	100.00	Indirect
TILIX	46,888	34,357	12,531	132	99.99	Indirect
BancoSeguro	22,238,338	21,509,017	729,321	16,676	100.00	Indirect
Yamí	34,796	33,331	1,465	(1,261)	99.99	Indirect
Registra Seguro	5,000	23	4,977	(23)	99.99	Indirect
CDS	10,192	479	9,713	239	99.99	Indirect
ZYGO	70,940	10,448	60,492	(11,242)	99.99	Indirect
MOIP	686,496	555,713	130,783	(60,439)	100.00	Indirect
Concil	11,315	2,823	8,492	(6,317)	100.00	Indirect
Pagseguro Chile	1,092	684	408	(626)	100.00	Indirect
Pagseguro Colombia	968	751	217	(764)	100.00	Indirect
PSGP México	1,118	973	145	(867)	100.00	Indirect
Pagseguro Peru	906	772	134	789	100.00	Indirect

Subsidiaries are engaged in providing financial technology solutions and services and the corresponding related activities. Pagseguro Brazil has investments in the following companies:

- Biva Sec: The company's main objective is to acquire and securitize credit solutions of PagSeguro Group, such as, loans and credit card operation.
- FIDC: FIDC is a Brazilian investment fund that was formed on October 4, 2017 to finance the growth of PagSeguro Brazil's early payment of receivables feature by acquiring payables to third parties held by PagSeguro Brazil, as assignor. PagSeguro Brazil consolidates the financial statements of FIDC, since the risks of default and the responsibility for the payment of expenses and administration fees related to the FIDC are linked to subordinated quotas held by the PagSeguro Brazil.

On March 29, 2018, third party investors contributed capital in the amount of R$20 million in FIDC, acquiring only senior and mezzanine quotas of the FIDC. On November 3, 2020 and November 1, 2021, the third party investors redeemed all of their capital related to the senior quotas and mezzanine quotas. On December 27, 2021 PagSeguro Brazil transferred 15% of their subordinated quotas to PagSeguro Digital. In October 2022, 100,000 new senior shares of the FIDC were issued with a nominal value of R$1,000 each, totaling R$100 million with third party investors and registered as other liabilities in PagSeguro Group. As of December 31, 2023, 100% of subordinated quotas are owned by the PagSeguro Group.

- RegistraSeguro: On October 2, 2019, PagSeguro Brazil constituted RegistraSeguro by investing R$5,000 in share capital. The company provides financial services and software developments related to financial market. On July, 2023 was incorporated by PagSeguro Brazil.
- MOIP: On October 31, 2020, PagSeguro Brazil acquired 100% of the share capital of MOIP. The company provides an online payment platform and end-to-end payment processing for e-commerce and marketplaces. In August, 2023, MOIP's customer portfolio was migrated to PagSeguro Brazil to take advantage the structure in technology that the Group has, develop better conditions for customers and as part of strategy of the PagSeguro Group to bring more synergy in the business.

- Concil: On August 12, 2021, PagSeguro Brazil acquired 100% of the share capital of Concil. The company's corporate purpose is to provide professional data processing services, application service providers, internet hosting services, technical support, maintenance and other services in information technology, licensing, and assignment of the right to use computing.
- Netpos Serviços de Informática S.A. ("Netpos"): On July 18, 2023, PagSeguro Brazil acquired 90%, in addition to the 10% previously acquired and obtained 100% of the share capital of the company. Netpos's main activity is software and hardware solutions focused on developing better business management conditions. More details in note 11.
- PagSeg: On July 15, 2020, PagSeguro Group constituted the company, a holding company incorporated under PagSeguro Digital, whose main objective is to acquire participations in other companies, commercial or civil, as partner, shareholder or quota holder, as well as the management of these holdings. PagSeg subsidiaries are:
  - Net+Phone: The company was mainly engaged to concentrate HUBs strategy to attendance our costumers.
  - BCPS: BCPS's main activity is to serve as PagSeguro Tecnologia's hub in Portugal and to handle part of its account management.
  - PagSeguro Tecnologia: Allows its clients to operate in cross-border transactions where the merchant and consumer are located in different countries across Latin America, Spain, Portugal and Turkey.
  - CDS: On August 31, 2020, PagSeguro Brazil acquired 100% of the issued shares of CDS. Payroll loans credit operations were offered by CDS and are now is offered by BancoSeguro.
  - Biva Serviços: whose main objective is the intermediation among investors, financial institutions and credit borrowers via an electronic platform.
- Pag Participações: On October 22, 2020, PagSeguro Group constituted the company, a holding company incorporated under PagSeg, whose main objective is to acquire participations in other companies, commercial or civil, as partner, shareholder or quota holder, as well as the management of these holdings. Pag Participações subsidiaries are:
  - TILIX: On December 5, 2018, PagSeguro Brazil acquired 100% of the share capital and obtained the control of TILIX. The company provides software development for managing payment solutions for B2C (business to consumer) and B2B (business to business).
  - YAMÍ: On August 9, 2019, PagSeguro Brazil acquired 100% of the share capital and obtained the control of YAMÍ. The company provides a back-office platform for e-commerce and marketplace.
  - Zygo: On July 23, 2020, PagSeguro Brazil acquired 100% of the issued shares of Zygo. ZYGO is a multisided customer engagement and loyalty platform that enables micro, small and medium sized merchants to acquire, engage and grow their customer base by offering customized marketing and loyalty programs and providing consumer insights and analytics.
- BS Holding: is a holding company whose main objective is to acquire participations in other companies, mainly related to banking and financial services, as partner, shareholder or quota holder, as well as the management of these holdings. BS Holding subsidiaries are:
  - BancoSeguro holds a license to provide financial services and its main products are the deposits of Pagseguro Group customers and the service offering of banking solutions for other companies in the Group.
  - PagInvest: On May 13, 2022, BS Holding was constituted by the Company by investing R$2,000 in share capital. The company provides financial services related to financial market. In March, 2023, was approved by Brazilian Central Bank the amount of R$13,000 totaling the inicial share capital in the amount of R$15,000.
- PSHC: On March 18, 2021, PagSeguro Group constituted this holding company incorporated under PagSeguro Digital and additionally, in third quarter of 2021, Pagseguro Group established four new subsidiaries under PSHC.
  - Pagseguro Chile, Pagseguro Colombia, Pagseguro Peru and PSGP Mexico. Their main objective is to develop all kinds of operations directly or indirectly related to the creation, implementations, and maintenance of technological platforms for payments and especially about e-commerce or the internet in their countries. They may act, directly or indirectly as a facilitator and/or agent within payment systems and digital and electronic payment ecosystems.

5. Segment reporting

Operating segments are determined based on the information reported and reviewed by the chief operating decision maker ("CODM"). The Board of Directors has been identified as the CODM, and is responsible for allocating resources and assessing the performance of the business and to make PagSeguro Group's strategic decisions.

Considering that all decisions are based on consolidated reports, and that all decisions related to strategic and financial planning, purchases, investments and the allocation of funds are made on a consolidated basis, the PagSeguro Group and its subsidiaries operate in a single segment, as financial service agents.

Main companies of PagSeguro Group are domiciled in Brazil and have revenue arising from local customers and customers located abroad. The main revenue is related to sales from the domestic market. The revenue from international market represents 0.4%, 1.0% and 2.5% for the years 2023, 2022 and 2021.

6. Cash and cash equivalents

	December 31,	
	2023	**2022**
Short-term bank deposits	**2,039,952**	761,044
Short-term investments	**859,108**	1,068,053
	2,899,060	1,829,097

Cash and cash equivalents are held for the purpose of meeting short-term cash needs and include cash on hand, deposits with banks and other short-term highly liquid investments with original maturities of three-month or less and with immaterial risk of change in value.

Short-term bank deposits is mainly represented by amounts to cover instant payments (PIX) with an average return of 100% of the Basic Interest Rate (SELIC, 11.75% per year on December 31, 2023 and 13.75% per year on December 31, 2022), cash on ATMs and clients payments. The increase is mainly due to reserved amount for PIX coverage during the holidays in the end of the year.

7. Financial investments

Consists mainly of investments in LFTs and compulsory reserve deposited in the Brazilian Central Bank in the amount of 3,308,583 as of December 31, 2023 (1,103,299 as of December 31, 2022) with an average return of 100% of the Basic Interest Rate (SELIC, 11.75% per year as of December 31, 2023 and 13.75% per year as of December 31, 2022), invested to comply with certain requirements for authorized payment institutions and to support the operations for financial institutions as set forth by the Brazilian Central Bank regulation. The LFTs was classified at fair value through other comprehensive income and compulsory reserve was amortized cost. Unrealized accumulated loss on LFTs for the year ended December 31, 2023 totaled R$699 (net loss of R$558 for the year ended December 31, 2023).

8. Accounts receivable

	December 31, 2023						December 31, 2022					
	Visa	Master	Hipercard	Elo	Amex	Total	Visa	Master	Hipercard	Elo	Amex	Total
Legal obligors												
Itaú	**1,815,225**	**7,203,055**	**540,223**	—	—	**9,558,503**	1,920,151	5,268,454	649,586	—	—	7,838,191
Nubank	—	**5,913,071**	—	—	—	**5,913,071**	—	4,050,376	—	—	—	4,050,376
Bradesco	**1,863,042**	**224,025**	—	**1,148,502**	**429,743**	**3,665,312**	2,924,890	242,708	—	1,228,553	440,535	4,836,685
Santander	**843,398**	**2,637,687**	—	—	**19,105**	**3,500,190**	829,714	2,564,868	—	—	11,021	3,405,603
Banco do Brasil	**1,937,964**	**495,144**	—	**682,463**	—	**3,115,571**	2,008,045	359,572	—	553,321	—	2,920,938
Banco Carrefour	**155,646**	**1,230,208**	—	—	—	**1,385,854**	142,392	973,915	—	—	—	1,116,307
CEF	**439,417**	**258,672**	—	**607,032**	—	**1,305,121**	369,282	180,490	—	453,043	—	1,002,815
Sicredi	**479,383**	**595,408**	—	—	—	**1,074,791**	404,825	372,297	—	—	—	777,122
Banco C6	—	**1,033,435**	—	—	—	**1,033,435**	—	825,958	—	—	—	825,958
Porto Seguro	**713,380**	**317,673**	—	—	—	**1,031,053**	708,008	216,926	—	—	—	924,934
Banco Cooperativo Sicoob	**974**	**1,015,421**	—	—	—	**1,016,395**	—	644,039	—	—	—	644,039
Banco Inter	—	**898,789**	—	—	—	**898,789**	—	550,070	—	—	—	550,070
Will Financeira	—	**651,170**	—	—	—	**651,170**	—	349,453	—	—	—	349,453
Banco Bradescard	**427,071**	**134,822**	—	**16,181**	—	**578,074**	470,100	113,100	—	15,613	—	598,813
Banco XP	**475,067**	—	—	—	—	**475,067**	406,986	—	—	—	—	406,986
Midway	**184,143**	**206,642**	—	—	—	**390,785**	268,221	124,417	—	—	—	392,638
Realize	**184,069**	**187,732**	—	—	—	**371,801**	166,754	185,371	—	—	—	352,125
Banco Votorantim	—	**297,041**	—	—	—	**297,041**	—	358,072	—	—	—	358,072
Pernambucanas	—	—	—	**296,322**	—	**296,322**	—	1,017	—	186,556	—	187,573
Mercado Pago	**294,746**	—	—	—	—	**294,746**	143,073	—	—	—	—	143,073
Banco Pan	**50,788**	**180,207**	—	**6,596**	—	**237,591**	68,683	246,112	—	10	—	314,805
Cred-system	—	**233,930**	—	—	—	**233,930**	—	153,681	—	—	—	153,681
Banco Original	—	**232,629**	—	—	—	**232,629**	—	246,976	—	—	—	246,976
Credz	**230,518**	—	—	—	—	**230,518**	176,030	—	—	—	—	176,030
Bancoob	**223,182**	—	—	—	—	**223,182**	112,743	208	—	—	—	112,951
Digio	**193,603**	—	—	**2,380**	—	**195,983**	180,936	1	—	14,454	—	195,391
Banrisul	**32,560**	**160,119**	—	—	—	**192,679**	36,400	133,065	—	—	—	169,465
Other	**1,537,713**	**786,860**	—	**198,279**	**3,879**	**2,526,731**	988,354	795,339	—	170,155	2,131	1,955,978
Total card issuers[i]	**12,081,889**	**24,893,740**	**540,223**	**2,957,755**	**452,727**	**40,926,334**	12,325,585	18,956,483	649,586	2,621,704	453,686	35,007,045
Current card issuers						**40,675,655**						34,884,835
Non - Current card issuers						**250,679**						122,215
Getnet	—	—	—	—	—	—	—	—	—	—	—	52,597
Other	—	—	—	—	—	**12,053**	—	—	—	—	—	10,934
Total acquirers[ii]	—	—	—	—	—	**12,053**	—	—	—	—	—	63,560
Loans, net	—	—	—	—	—	**47,957**	—	—	—	—	—	743,379
Credit card receivables, net	—	—	—	—	—	**578,092**	—	—	—	—	—	1,112,510
Payroll loans and other, net	—	—	—	—	—	**1,317,306**	—	—	—	—	—	864,825
Total credit receivables[iii]	—	—	—	—	—	**1,943,355**	—	—	—	—	—	1,735,100
Current						**1,050,255**						1,111,769
Non – Current						**893,100**						623,331
Other accounts receivables[iv]	—	—	—	—	—	**19,241**	—	—	—	—	—	188,425
Total accounts receivable	**12,081,889**	**24,893,740**	**540,223**	**2,957,755**	**452,727**	**42,900,983**	12,325,585	18,956,483	649,586	2,621,704	453,686	36,994,135
Current						**41,757,204**						36,248,589
Non – Current						**1,143,779**						745,546

(i) Card issuers: receivables derived from transactions where PagSeguro Brazil acts as the financial intermediary in operations with the issuing banks, related to the intermediation agreements between PagSeguro Brazil and Visa, Mastercard, Hipercard, Amex or Elo. However, PagSeguro Brazil's contractual accounts receivable are with the financial institutions, which are the legal obligors on the accounts receivable payment. Additionally, amounts due within 27 days of the original transaction, including those that fall due with the first installment of installment receivables, are guaranteed by Visa, Mastercard, Hipercard, Amex or Elo, as applicable, if the legal obligors do not make the payment.

(ii) Acquirers: refers to card processing transactions to be received from the acquirers, which are a third parties acting as financial intermediaries between the issuing bank and PagSeguro Brazil.

(iii) Total credit receivables are presented net of the ECL ("expected credit losses"), are measured according to the IFRS 9, using: Exposure at Default (EAD) related to the exposed credit risk at default; Probability of Default (PD) related to the probability of the counterparty not meeting its contractual payment obligations; and Loss Given Default (LGD) related to the percentage of the exposure that is not expected to be recovered in the event of default, additionally to the methodology for calculating the allowance for impairment (EAD x PD x LGD). Pagseguro Group takes into consideration the forward-looking information and assumptions as the historical loss experienced at individual transactions level, credit quality and guarantees, economic factors and estimated future cash flows, which could impact the calculation model for provisioning expected credit losses.

(iv) Refers to other dispersed receivables from legal obligors.

The maturity analysis of accounts receivables is as follows:

	December 31,	
	2023	**2022**
Past due	**664,855**	1,073,275
Due within 30 days	**16,823,103**	13,784,017
Due within 31 to 120 days	**14,658,671**	13,743,397
Due within 121 to 180 days	**5,022,732**	4,422,424
Due within 181 to 360 days	**5,173,286**	4,210,024
Due after 360 days	**1,143,779**	746,612
Expected credit losses	**(585,443)**	(985,614)
	42,900,983	36,994,135

The maturity analysis of credit receivables as of December 31, 2023 is as follows:

	December 31, 2023			
	Loans	**Credit card receivables**	**Payroll loans and other**	**TOTAL**
Past Due	**395,392**	**247,542**	**21,921**	**664,855**
Due within 30 days	**3,611**	**233,190**	**39,939**	**276,740**
Due within 31 to 120 days	**6,518**	**143,967**	**125,458**	**275,943**
Due within 121 to 180 days	**1,063**	**86,614**	**74,979**	**162,656**
Due within 181 to 360 days	**1,481**	**46,122**	**207,902**	**255,505**
Due after 360 days	**1,672**	**6,061**	**885,366**	**893,099**
	409,737	**763,496**	**1,355,565**	**2,528,798**
Expected credit losses	**(361,780)**	**(185,404)**	**(38,259)**	**(585,443)**
Receivables net of ECL	**47,957**	**578,092**	**1,317,306**	**1,943,355**

	December 31, 2022			
	Loans	**Credit card receivables**	**Payroll loans and other**	**TOTAL**
Past due	468,236	603,352	1,687	1,073,275
Due within 30 days	35,435	232,013	24,332	291,780
Due within 31 to 120 days	102,413	146,409	72,599	321,421
Due within 121 to 180 days	49,642	86,055	40,621	176,318
Due within 181 to 360 days	70,218	43,615	119,691	233,524
Due after 360 days	17,435	1,066	605,895	624,396
	743,379	1,112,510	864,825	2,720,714
Expected credit losses	(521,929)	(451,285)	(12,400)	(985,614)
Receivables net of ECL	221,450	661,225	852,425	1,735,100

For the credit receivables the weighting of objective factors plus the analysis of the coverage percentage of accessory guarantees leads to the customer rating, this allows the grouping of customers with similar credit risks and classification into one of the following stages as suggested by IFRS9:

	December 31, 2023		
	Credit Amount	Exposure off balance credit limits not used	Expected Credit Losses
Loans			
stage 1	**12,710**	—	**(4,609)**
stage 2	**2,193**	—	**(1,415)**
stage 3	**394,834**	—	**(355,756)**
Credit card receivables			
stage 1	**360,233**	**852,138**	**(3,685)**
stage 2	**185,326**	**323,776**	**(10,203)**
stage 3	**217,937**	**3,618**	**(171,516)**
Payroll loans and other[(i)]			
stage 1	**1,317,858**	—	**(6,564)**
stage 2	**5,147**	—	**(887)**
stage 3	**32,560**	—	**(30,808)**
TOTAL	**2,528,798**	**1,179,532**	**(585,443)**

	December 31, 2022		
	Credit Amount	Exposure off balance credit limits not used	Expected Credit Losses
Loans			
stage 1	173,407	—	(34,883)
stage 2	24,223	—	(12,982)
stage 3	545,749	—	(474,064)
Credit card receivables			
stage 1	439,544	663,059	(17,202)
stage 2	205,356	214,282	(34,756)
stage 3	467,611	9,033	(399,327)
Payroll loans and other[(i)]			
stage 1	844,075	—	(6,656)
stage 2	6,643	—	(201)
stage 3	14,106	—	(5,543)
TOTAL	**2,720,714**	**886,374**	**(985,614)**

(i) This line of credit are mainly related to payroll loans offered to retirees, public sector employees and Brazil's Severance Indemnity early prepayment, therefore are secured operation and less prone to expected credit losses.

The movement in the allowance for expected credit losses of credit receivables is as follows:

Expected credit losses	**Loans**	**Credit card receivables**	**Payroll loans and other**	**Total**
December 31, 2021	256,927	174,046	6,166	437,139
Additions (Reversals), net	265,002	277,239	11,351	553,592
Write-Off	—	—	(5,117)	(5,117)
December 31, 2022	521,929	451,285	12,400	985,614
Additions (Reversals), net	**(2,749)**	**79,126**	**32,931**	**109,307**
Write-Off[(i)]	**(157,400)**	**(345,007)**	**(7,072)**	**(509,479)**
December 31, 2023	**361,780**	**185,404**	**38,259**	**585,443**

(i) Based on the PagSeguro Group credit risk classification model, which assesses the risk of insolvency and default of counterparties related to credit receivables, for the year ended in December 31, 2023, the Company carried out a partial write-off of credit receivables, for cases in which the Company does not expect to receive these amounts. The credit card receivables were written-off in the amount of R$345,007, working capital loans were written-off in the amount R$157,400 and payroll loans were written-off in the amount R$7,072 against the related provision for ECL recognized in previous periods.

9. Tax receivable

	December 31,	
	2023	**2022**
Income tax and Social contribution[(i)]	**449,080**	358,232
Social integration program[(ii)]	**94,932**	35,488
Other	**19,293**	17,081
	563,305	410,801

(i) Refers mainly to withholding taxes from income tax and social contribution.
(ii) Refers to Social Integration Program (PIS) and Social Contribution on Revenues (COFINS) recoverable on transactions activities and other services and financial income.

10. Related-party balances and transactions

i) Balances and transactions with related parties

	December 31,		
	2023		**2022**
	Receivables	**Payables**	**Payables**
Deposits[(a)]			
UOL – deposits	—	**208,718**	312,295
UOL Edtech Tecnologia Educacional S.A-deposits	—	**127,471**	122,197
Web Jump Design em Informática Ltda - deposits	—	**8,684**	12,372
Ingresso.com Ltda - deposits	—	**30,856**	21,833
Invillia Desenvolvimento de produtos Digitais Ltda - deposits	—	**41,554**	60,096
Invillia Holding Ltda - deposits	—	**3,132**	1,849
Others	—	—	2,544
	—	**420,415**	533,186
Others transactions and services			
UOL - sales of services[(b)]	—	**15,784**	16,170
Compasso Tecnologia Ltda. - sales of services[(b)]	—	**646**	—
Compasso UOL S.A.- sales of services[(b)]	—	**13,089**	12,624
Digital Services UOL S.A - sales of services[(b)]	—	—	244
Invillia Desenvolvimento de produtos Digitais Ltda- sales of services[(b)]	—	**11,121**	12,897
Edge UOL Tecnologia Ltda - sales of services[(b)]	—	**171**	—
UOL - shared service costs[(c)]	—	**8,659**	11,790
Digital Services UOL S.A - borrowing[(d)]	**32,281**	—	—
Others	—	**6,920**	6,995
	32,281	**56,390**	60,720
	32,281	**476,805**	593,906

(a) Certificate of deposits (CD) acquired by related parties from Banco Seguro with interest rate between 104% to 106% (107% to 110% in December, 2022) per year of CDI. The maturity analysis is as follows:

	December 31,	
	2023	**2022**
Due within 31 to 120 days	—	49,094
Due within 121 to 180 days	—	28,604
Due within 181 to 360 days	**79,089**	455,488
Due to 361 days or more days	**341,326**	—
	420,415	533,186

(b) Sales of services refer mainly to the purchase of advertising services from UOL, colocation, development of software and cloud services.
(c) Shared services costs mainly related to payroll costs that are incurred by the parent company UOL and are charged to PagSeguro Group.
(d) This receivable refers to borrowing made from Biva Sec with interest rate of 100% of CDI plus 2.5% per year.

ii) Revenue and expense from transactions with related parties

	For the year ended December 31,					
	2023		2022		2021	
	Revenue	Expense	Revenue	Expense	Revenue	Expense
Deposits[a]						
UOL - deposits	—	**22,173**	—	20,251	—	3,797
UOL Edtech Tecnologia - deposits	—	**323**	—	15,753	—	9,695
Web Jump Desing em Informática Ltda - deposits	—	**1,232**	—	931	—	—
Ingresso.com Ltda - deposits	—	**2,439**	—	954	—	—
UOL Cursos Tec. Ed. Ltda. - deposits	—	**10,285**	—	—	—	—
Invillia Desenvolvimento de produtos Digitais Ltda - deposits	—	**5,706**	—	—	—	—
	—	**42,158**	—	37,889	—	13,492
Other transactions and services						
UOL - sales of services[b]	**3,134**	**68,815**	3,115	83,462	3,221	92,664
Digital Services UOL S.A - sales of services[b]	—	**907**	—	2,339	—	2,887
Compasso Tecnologia Ltda. - sales of services[b]	—	**7,850**	—	—	—	—
Compasso UOL S.A.- sales of services[b]	—	**147,850**	—	136,726	—	102,912
Invillia Desenvolvimento de produtos Digitais Ltda - sales of services[b]	—	**5,619**	—	2,096	—	—
EDGE.UOL Tecnologia Ltda. - sales of services[b]	—	**2,220**	—	—	—	—
UOL - shared service costs[c]	—	**98,525**	—	121,809	—	141,915
Digital Services UOL S.A. - borrowing[d]	**2,200**	—	—	—	—	—
Others	**923**	**6,749**	885	11,265	1,013	16,529
	6,257	**338,535**	4,000	357,697	4,234	356,907
	6,257	**380,693**	4,000	395,586	4,234	370,399

(a) Expenses are related to Certificate of Deposits (CDI) from Banco Seguro. UOL Edtech Tecnologia was incorporated in 2023 by Passei Direto S.A.
(b) Sale of services expenses is related to advertising services from UOL, revenue is related to intermediation fee and expenses related to colocation and cloud services.
(c) Shared services costs mainly related to payroll costs sharing that are incurred by the parent company UOL and are charged to PagSeguro Group. Such costs are included in administrative expenses.
(d) Revenue refers to borrowing made from Biva Sec with interest rate of 100% of CDI plus 2.5% per year.

iii) Key management compensation

Key management compensation includes short and long-term benefits of PagSeguro Brazil's executive officers. The short and long-term compensation related to the executive officers for the year ended December 31, 2023 amounted to R$35,074 (R$21,446 for the year ended December 31, 2022 and R$41,198 for the year ended December 31, 2021).

11. Business combinations

On July 18, 2023, PagSeguro Brazil acquired 90% of the share capital, in addition to the 10% previously acquired and obtained 100% of the shares of Netpos. Total consideration paid in cash amounted to R$32 million and was made in only one installment with the total net assets acquired at fair value amounting to R$16,069. Netpos main activity is the focused-on software solutions to improve the management of business in the information technology industry.

The preliminary purchase price allocation ("PPA") considered the recognition of a customer portfolio with a fair value of R$1,367, non-compete agreement of R$1,154, and software of R$22,208 and recognition of deferred income tax on allocations above, resulting in the recognition of goodwill of R$15,931. This goodwill is attributable to the workforce and the high profitability of the acquired business and will not be deductible for tax purposes.

The PPA was elaborated considering projections for the period of three years based on management's budgets for Netpos and applying an inflation rate plus the estimated growth of GDP of services (fluctuating from 3.5% to 5% per year) to project future cash flows, with a discount based on the weighted average cost of capital (fluctuating from 16% to 16.5% per year).

This acquisition is in accordance with PagSeguro Group's business strategies, ramping up investments on new technologies, products, and services for the Group's digital ecosystem. The fair value of assets and liabilities acquired in 2023 was as follows:

	December 31, 2023
Fair value recognized on acquisition	
Cash and cash equivalents	**4,567**
Accounts receivable	**1,409**
Taxes recoverable	**26**
Other assets	**472**
Liabilities	**(2,415)**
Other payables (Dividends)	**(4,311)**
Deferred income tax and social contribution	**(8,408)**
Intangible assets:	
Softwares	**22,208**
Customer portfolio	**1,367**
Non-compete agreement	**1,154**
Net identified assets acquired	**16,069**
Goodwill	**15,931**
Net assets acquired	**32,000**
Cash consideration	**32,000**
Dividends paid	**3,880**
Cash and cash equivalents acquired	**(4,567)**
Amount paid on acquisition, net of cash acquired	**31,313**

12. Property and equipment

a) Property and equipment are composed as follows:

	December 31, 2023		
	Cost	Accumulated depreciation	Net
Data processing equipment	**244,452**	**(90,976)**	**153,476**
Machinery and equipment[i]	**3,658,969**	**(1,482,900)**	**2,176,069**
Buildings Leasing[ii]	**154,343**	**(60,812)**	**93,531**
Other	**47,540**	**(19,605)**	**27,935**
Total	**4,105,304**	**(1,654,293)**	**2,451,011**

	December 31, 2022		
	Cost	Accumulated depreciation	Net
Data processing equipment	214,279	(68,274)	146,005
Machinery and equipment[i]	3,382,067	(1,115,120)	2,266,947
Buildings Leasing[ii]	102,145	(43,901)	58,244
Other	33,692	(11,389)	22,303
Total	3,732,183	(1,238,684)	2,493,499

b) The changes in cost and accumulated depreciation were as follows:

	Data processing equipment	Machinery and equipment (i)	Buildings Leasing (ii)	Other	Total
On December 31, 2021					
Cost	106,643	2,798,823	94,048	29,909	3,029,423
Accumulated depreciation	(51,294)	(654,360)	(26,928)	(7,789)	(740,371)
Net book value	55,349	2,144,463	67,120	22,120	2,289,052
On December 31, 2022					
Opening balance					
Cost	107,636	583,244	8,097	3,783	702,760
Purchases	109,245	981,462	8,097	5,352	1,104,156
Disposals	(1,609)	(398,218)	—	(1,569)	(401,396)
Depreciation	(16,980)	(460,760)	(16,973)	(3,600)	(498,313)
Depreciation	(17,092)	(647,318)	(16,973)	(3,851)	(685,234)
Disposals	112	186,558	—	251	186,921
Net book value	146,005	2,266,947	58,244	22,303	2,493,499
On December 31, 2022					
Cost	214,279	3,382,067	102,145	33,692	3,732,183
Accumulated depreciation	(68,274)	(1,115,120)	(43,901)	(11,389)	(1,238,684)
Net book value	146,005	2,266,947	58,244	22,303	2,493,499
On December 31, 2023					
Cost	**30,173**	**276,902**	**52,198**	**13,848**	**373,121**
Purchases	**30,242**	**902,688**	**55,975**	**18,628**	**1,007,533**
Disposals/Provisions[iii]	**(862)**	**(625,786)**	**(3,777)**	**(4,822)**	**(635,247)**
Acquisition of subsidiary	**793**	—	—	**42**	**835**
Depreciation	**(22,702)**	**(367,780)**	**(16,911)**	**(8,216)**	**(415,609)**
Depreciation	**(23,200)**	**(692,762)**	**(18,525)**	**(9,335)**	**(743,822)**
Disposals/Provisions[iii]	**844**	**324,982**	**1,614**	**1,136**	**328,576**
Acquisition of subsidiary	**(346)**	—	—	**(17)**	**(363)**
Net book value	**153,476**	**2,176,069**	**93,531**	**27,935**	**2,451,011**
On December 31, 2023					
Cost	**244,452**	**3,658,969**	**154,343**	**47,540**	**4,105,304**
Accumulated depreciation	**(90,976)**	**(1,482,900)**	**(60,812)**	**(19,605)**	**(1,654,293)**
Net book value	**153,476**	**2,176,069**	**93,531**	**27,935**	**2,451,011**

(i) Net book value of POS devices is R$2,127,236 (R$2,212,692 as of December 31, 2022), which are depreciated over 5 years. The depreciation of POS in the year ended December 31, 2023, amounted to R$685,685 (R$640,798 and R$448,385 for the years ended December 31, 2022 and 2021). On December 31, 2023, PagSeguro Group have contractual obligations to acquire POS devices in the amount of R$366,172 (R$860,321 as of December 31, 2022).

(ii) As of December 31, 2023, PagSeguro Group had a lease liability presented in other current liabilities in the amount of R$14,777 (R$18,704 as of December 31, 2022) and as non-current liability in the amount of R$81,087 (R$39,867 as of December 31, 2022). For the year ended December 31, 2023, the PagSeguro Group incurred in financial expenses related to these leases of R$16,972 (R$18,179 and R$15,148 for the years ended December 31, 2022 and 2021).

(iii) The net book value of disposals is R$306,671 of which R$635,247 are cost and R$328,576 are accumulated depreciation. During the year ended December 31, 2023, the Company revised its business strategy towards a specific group of merchants and observed no future economic benefit is expected from them, resulting in the provision of POS devices allocated to these merchants in the net book value of R$246,771 (R$536,006 are cost and R$289,235 are accumulated depreciation) and R$199,868 (R$387,261 are cost and R$187,392 are accumulated depreciation) during the year ended December 31, 2022.

13. Intangible assets

a) Intangible assets are composed as follows:

	December 31, 2023		
	Cost	**Accumulated amortization**	**Net**
Expenditures related to software and technology[(i)]	**3,887,300**	**(1,756,871)**	**2,130,429**
Software licenses	**335,561**	**(152,123)**	**183,438**
Goodwill	**227,066**	**—**	**227,066**
Other	**70,569**	**(40,433)**	**30,136**
	4,520,496	**(1,949,427)**	**2,571,069**

	December 31, 2022		
	Cost	**Accumulated amortization**	**Net**
Expenditures related to software and technology[(i)]	2,904,505	(1,155,187)	1,749,318
Software licenses	257,096	(97,698)	159,398
Goodwill	209,908	—	209,908
Other	67,768	(27,619)	40,149
	3,439,277	(1,280,504)	2,158,773

(i) The PagSeguro Group capitalizes expenses incurred with the development of platforms, which are amortized over their useful lives of approximately five years.

b) The changes in cost and accumulated amortization were as follows:

	Expenditures with software and technology	Software licenses	Goodwill	Other	Total
On December 31, 2021					
Cost	2,016,541	196,854	209,908	67,768	2,491,071
Accumulated amortization	(772,804)	(53,129)	—	(14,962)	(840,895)
Net book value	1,243,737	143,725	209,908	52,806	1,650,176
On December 31, 2022					
Cost	887,964	60,242	—	—	948,206
Additions[(i)]	979,734	60,603	—	—	1,040,337
Disposals	(91,770)	(361)	—	—	(92,131)
Amortization	(382,383)	(44,569)	—	(12,657)	(439,609)
Amortization	(430,358)	(44,903)	—	(12,657)	(487,918)
Disposals	47,975	334	—	—	48,309
Net book value	1,749,318	159,398	209,908	40,149	2,158,773
On December 31, 2022					
Cost	2,904,505	257,096	209,908	67,768	3,439,277
Accumulated amortization	(1,155,187)	(97,698)	—	(27,619)	(1,280,504)
Net book value	1,749,318	159,398	209,908	40,149	2,158,773
On December 31, 2023					
Cost	**982,795**	**78,465**	**17,158**	**2,801**	**1,081,219**
Additions[(i)]	**983,017**	**78,465**	**17,158**	**2,801**	**1,081,441**
Disposals	**(222)**	—	—	—	**(222)**
Amortization	**(601,684)**	**(54,425)**	—	**(12,814)**	**(668,923)**
Amortization	**(601,777)**	**(54,425)**	—	**(12,814)**	**(669,016)**
Disposals	**93**	—	—	—	**93**
Net book value	**2,130,429**	**183,438**	**227,066**	**30,136**	**2,571,069**
On December 31, 2023					
Cost	**3,887,300**	**335,561**	**227,066**	**70,569**	**4,520,496**
Accumulated amortization	**(1,756,871)**	**(152,123)**	—	**(40,433)**	**(1,949,427)**
Net book value	**2,130,429**	**183,438**	**227,066**	**30,136**	**2,571,069**

(i) Refers to several and diverse expenditures with software and technology, mainly related to customer experience functionalities, such as, digital payment and digital banking account. Goodwill recorded in business combinations in 2023 are related to Netpos acquisition.

The goodwill is allocated to the Cash Generating Units (CGUs) in each of the acquired companies that generated the goodwill and is demonstrated below:

	December 31,	
	2023	**2022**
Moip	**148,218**	148,218
Concil	**20,731**	20,731
Netpos	**17,158**	—
Biva Serviços	**14,627**	14,627
Banco Seguro	**12,612**	12,612
PagSeguro Tecnologia	**6,570**	6,570
Zygo	**5,768**	5,768
Yami	**1,382**	1,382
Total	**227,066**	209,908

The recoverable amount of a CGU is determined based on the value-in-use calculations. The goodwill was mainly represented by the MOIP acquisition in the amount of R$148,218. The recoverability of this goodwill was tested using five-years budgets, a long-term growth rate based on estimated gross domestic product (1.89% in 2027 and 1.89% in 2028), inflation rates (3.51% in 2027 and 3.51% in 2028) metrics to project future cash flows and discount rate based on WACC (fluctuation from 14% to 16% per year). For the goodwill originated by other acquisitions the Company tested the recoverability using the same approach.

Based on these assessments, management concluded that the book balances of goodwill recorded in December 31, 2023 are recoverable, since the estimated value for CGU was higher than its book value and, therefore, no provision for impairment of was accounted for.

14. Payables to third parties

	December 31,	
	2023	**2022**
Payables to merchants[i]	**10,151,464**	9,405,429
Banking accounts[ii]	**9,316,715**	7,470,978
Merchant's payment account[iii]	**2,066,209**	1,196,491
	21,534,388	18,072,898
Current	**21,348,527**	17,988,139
Non - Current	**185,861**	84,759

(i) Refers mainly to transactions of sales and services to be settle according by installments to merchant's net of PagSeguro Group's revenue.
(ii) Refers to the balance of the clients maintained in their banking accounts that are invested by the client in Certificate of Deposits with 30 days of maturity and interest average rate of 72% of CDI (69% of CDI on December 31, 2022).
(iii) Refers to mechant's payment account that PagSeguro Group acquire treasury bonds to comply with certain requirements as mentioned in note 7.

15. Deposits

	December 31,	
	2023	**2022**
Certificate of Deposit[i]	**13,062,034**	9,806,062
Interbank deposits[ii]	**3,126,406**	2,101,152
Corporate securities	**—**	88,074
	16,188,440	11,995,288
Current	**11,365,373**	10,100,599
Non-Current	**4,823,067**	1,894,689

(i) The average return is 110% of CDI (117% of CDI in December 31, 2022). From the total amount, R$1,641,922 (R$2,080,779 in December 31, 2022) refer to certificate of deposits with interest rates correlated to the IPCA (Brazilian inflation rates) and fixed rates. For these certificates of deposit, the Company entered into derivative financial instruments ("Swaps") with the specific objective of protecting deposit from fluctuations arising from inflation, changing IPCA and fixed rates for CDI rates. In December 31, 2023, the Company recorded liabilities of Swaps in the amount of R$23,314 (R$22,289 in December 31, 2022).
(ii) The average return is 111% of CDI (111% of CDI in December 31, 2022).

The maturity analysis of deposits based on due date of the agreements (disregarding that some can be withdrawn at any time, which is limited to the contracts with a due date of less than 360 days) is as follows:

	December 31,	
	2023	**2022**
Due within 30 days	**1,621,234**	864,864
Due within 31 to 120 days	**6,087,472**	3,253,826
Due within 121 to 180 days	**2,513,783**	1,945,917
Due within 181 to 360 days	**1,142,884**	4,035,992
Due to 361 days or more days	**4,823,067**	1,894,689
	16,188,440	11,995,288

The changes in deposits were as follows:

On December 31, 2021	3,133,996
Additions	25,475,725
Withdraws	(17,228,838)
Interest	614,405
On December 31, 2022	11,995,288
Additions	**17,958,706**
Withdraws	**(14,408,110)**
Interest	**642,556**
On December 31, 2023	**16,188,440**

16. Salaries and social security charges

	December 31,	
	2023	**2022**
Payroll accruals and profit sharing	**209,343**	187,921
Payroll taxes (LTIP)(i)	**73,881**	42,791
Social charges	**47,603**	49,651
Other	**14,421**	12,415
	345,248	292,778

(i) Refers to social charges and income tax over LTIP and LTIP goals balances.

17. Taxes and contributions

	December 31,	
	2023	**2022**
Taxes		
Services tax(i)	**193,048**	184,536
Social integration program(ii)	**57,318**	35,003
Social contribution on revenues(ii)	**358,429**	211,749
Income tax and social contribution(iii)	**4,476**	4,104
Other	**24,840**	18,878
	638,111	454,270

	December 31,	
	2023	**2022**
Judicial deposits(iv)		
Services tax(i)	**(176,330)**	(163,005)
Social integration program(ii)	**(30,908)**	(28,165)
Social contribution on revenues(ii)	**(190,202)**	(173,321)
	(397,440)	(364,491)
	240,671	89,779

(i) Refers to tax on revenues.
(ii) Refers mainly to Social Integration Program (PIS) and Social Contribution on Revenues (COFINS) charged on financial income. The increase is mainly due to the taxes from FIDC.
(iii) Refers to the income tax and social contribution payable.
(iv) The PagSeguro Group obtained until January 2021 court decisions to deposit the amount related to the payments in escrow for matters discussed in items "i" and "ii" and above.

18. Provision for contingencies

PagSeguro Group is party to labor and civil litigation in progress and are discussing such matters at the administrative and judicial levels, for which in some cases the PagSeguro Group has made corresponding judicial deposits. The likelihood of a negative outcome is assessed periodically and adjusted by management, when appropriate. Such assessment considers the opinion of its external legal advisors.

	December 31,	
	2023	**2022**
Civil	**43,716**	26,365
Labor	**53,503**	45,797
	97,219	72,162
Labor Deposits[i]	**—**	(11,559)
	97,219	60,603
Current	**91,490**	46,233
Non-Current	**5,729**	14,370

(i) On September 2023, occur the redemption of judicial deposit that we lost the discussion about the non-incidence of a tax labor, therefore this was converted into income for the Union and consequently reversed the labor contingency related to this deposit.

Below it is demonstrated the movements of the provision for contingencies in the year ended December 31, 2023:

On December 31, 2021	41,563
Accrual	37,276
Settlement	(24,234)
Interest	5,998
On December 31, 2022	**60,603**
Accrual	**69,916**
Settlement	**(39,371)**
Interest	**6,071**
On December 31, 2023	**97,219**

The PagSeguro Group is party to tax, civil and labor lawsuits involving risks classified as possible losses, for which no provision was recognized as of December 31, 2023, totaling R$760,947 (December 31, 2022 R$635,515). The main tax and labor lawsuit are disclosed below:

On October 15, 2021, Pagseguro Brazil was assessed by the Brazilian Internal Revenue Service ("IRS") for not collecting tax on financial operation ("IOF") on intercompany loans. IOF is applicable over credit transactions of any nature, including intercompany loans. The amount of this assessment was R$293,264 (R$266,957 in December 2022).

The Company has presented its defense, clarifying that the transactions carried out among PagSeguro Group and its subsidiaries are not credit transactions. The Group has a centralized cash pool and, according to the law, this kind of intercompany transaction is not taxable by IOF.

Additionally, the Company has one contingency related to labor taxes in the amount of R$190,709 (R$133,286 in December 2022).

19. Borrowings

In November 2021, the PagSeguro Group entered into a US$180 million borrowing agreement with maturity one year from the execution date and payment in a single installment at the due date. At that moment the agreement was signed, the foreign exchange rate was R$5.6227 per US dollar amounting in R$1,012,086. The Company entered into derivative financial instruments ("Swaps"), with the specific objective of protecting borrowing from fluctuations arising from the exchange rate variation. In November 2022, the PagSeguro Group liquidated its borrowing in the total amount of R$1,143,026 considering principal, interests, taxes and the total settlement of the financial instruments.

In February 2022, the Group entered into a R$250 million borrowing agreement with maturity in three months from the execution date, the interest rate was 112% of CDI and the payment occurred in a single installment as the due date. In May 2022, the borrowing agreement was re-signed with new maturity for an additional three months and was settled in August 2022 in the principal amount of R$250 million and the interests of R$7,015 were paid in May 2022 and R$8,322 in August 2022.

In March 2023, the PagSeguro Group entered into a US$38.4 million borrowing agreement with maturity one year from the execution date and payment in two half-year installments. On the date the agreement was signed, the foreign exchange rate was R$5.2149 per US dollar amounting to R$200,000. The Company entered into derivative financial instruments ("Swaps"), with the specific objective of protecting the borrowing from fluctuations arising from exchange rate variation. The final remuneration, considering all the costs of the operation, is equivalent to 111.0% of the CDI. The Company has R$16,671 of interest accumulated and the first installment of R$6,340 was liquidated in September 2023.

In April 2023, the Group entered into a R$100 million borrowing agreement with maturity three month from the execution date, the payment will be in a single installment at the due date and the interest rate was 107.5% of the CDI. In July 2023, the PagSeguro Group liquidated this borrowing in the total amount of R$103,273 considering principal, interests and taxes.

In December 2023 the Company recorded the effects of the swap derivatives in the liabilities on the amount of R$17,631, basically represented by the different foreign exchange rates at the time of entering into the borrowing agreement and December 2023 plus interest. More details of financial instruments in note 27.

The table below demonstrates the changes in the borrowings:

	December 31, 2023
On December 31, 2021	1,005,787
Additions	250,000
Interest	175,338
Payment	(1,270,075)
Financial Instruments	(161,050)
On December 31, 2022	—
Additions	**300,000**
Interest	**16,671**
Payment	**(109,613)**
Financial Instruments	**(17,631)**
On December 31, 2023	**189,427**

20. Income tax and social contribution

a. Reconciliation of the deferred income tax and social contribution

	Tax losses	Tax credit	Technological innovation[i]	Other temporary differences assets[ii]	Other temporary differences liability[iii]	Total
Deferred tax						
On December 31, 2021	70,783	(187)	(427,239)	353,620	(1,267,975)	(1,270,998)
Included in the statement of income	(3,205)	(2,061)	(175,297)	190,982	(204,238)	(193,819)
On December 31, 2022	67,578	(2,248)	(602,536)	544,602	(1,472,213)	(1,464,817)
Included in the statement of income	**(13,342)**	**(2,248)**	**(128,995)**	**(59,858)**	**(57,129)**	**(261,572)**
Other[iv]	—	—	**1,663**	—	**(8,505)**	**(6,842)**
On December 31, 2023	**54,236**	**(4,496)**	**(729,868)**	**484,744**	**(1,537,847)**	**(1,733,231)**
Deferred tax asset						**98,856**
Deferred tax liability						**1,832,087**

(i) Refers to the benefit granted by the Technological Innovation Law (Lei do Bem), which reduces the tax charges on the capitalized amount intangible assets.
(ii) The main other assets temporary difference refers to expected credit losses (Note 8) and taxes and contributions (Note 17).
(iii) The main other liability temporary difference refers to gain on the ownership of FIDC quotas, that will be realized only in the redemption of such quotas.
(iv) The increase in other liability temporary difference refers mainly to deferred taxes recognized on allocations by the Netpos acquisition. More details in note 11.

Deferred tax assets are recognized for tax loss carry-forward to the extent that the realization of the related tax benefit through future taxable profits is probable. Tax losses do not have expiration date.

b. Reconciliation of the income tax and social contribution expense

PagSeguro Group computed income tax and social contribution under the taxable income method. The following is a reconciliation of the difference between the actual income tax and social contribution expense and the expense computed by applying the Brazilian federal statutory rate for the years ended December 31, 2023, 2022 and 2021:

	For the year ended December 31,		
	2023	**2022**	**2021**
ɪt for the period before taxes	**2,017,107**	1,759,316	1,488,027
tory rate	**%34**	%34	%34
ɛcted income tax and social contribution	**(685,816)**	(598,167)	(505,929)
me tax and social contribution effect on:			
ıanent additions (exclusions)			
Gifts	**(1,826)**	(3,806)	704
R&D and technological innovation benefit[i]	**193,405**	255,354	187,207
ıtion of income abroad and different tax rates[ii]	**123,594**	114,229	(800)
corded deferred taxes	**(9,449)**	(17,570)	(1,100)
r additions (exclusions)	**16,669**	(4,588)	(1,825)
ıne tax and social contribution expense	**(363,423)**	(254,548)	(321,743)
ɛtive rate	**%18**	%14	%22
ıne tax and social contribution - current	**(101,846)**	(60,718)	(119,801)
ıne tax and social contribution - deferred	**(261,577)**	(193,830)	(201,942)

(i) Refers to the benefit granted by the Technological Innovation Law (*Lei do Bem*), which reduces the income tax charges, based on the amount invested by the PagSeguro Group on specific intangible assets, see note 13.
(ii) Some entities and investment funds adopt different taxation regimes according to the applicable rules in their jurisdictions, which differs from the Brazilian tax rate of 34% applied for the purpose of this note.

21. Equity

a) Share capital

On December 31, 2023, share capital is represented by 329,608,226 common shares, par value of US$0.000025. Share capital is composed of the following shares for the year ended December 31, 2023:

December 31, 2021 shares outstanding	329,608,226
Treasury shares	3,642,899
Long-Term Incentive Plan	637,728
Repurchase of common shares	(4,280,627)
December 31, 2022 shares outstanding	329,608,226
Treasury shares	**8,407,818**
Long-Term Incentive Plan	**1,288,144**
Repurchase of common shares	**(9,695,962)**
December 31, 2023 shares outstanding	**329,608,226**

b) Capital reserve

The capital reserve can only be used to increase capital, offset losses, redeem, reimburse, or purchase shares or pay cumulative dividends on preferred shares. For the years ended December 31, 2023 and 2022, the Company has not recognize any capital reserve movement, as all the LTIP and LTIP goals shares were delivered with treasury. For the year ended December 31, 2021, the Company recognize LTIP capital movement by issuing new shares of R$138,665.

c) Share based long-term incentive plan (LTIP and LTIP goals)

Under the terms of the LTIP, upon completion of the IPO, the vested portion of each beneficiary's LTIP rights was converted into Class A common shares of PagSeguro Digital at the IPO price (US$21.50) which is the assessed fair value at the grant date. As a result, the beneficiaries of the LTIP received a total of 1,823,727 new Class A common shares upon completion of the IPO. The unvested portions of each beneficiary's LTIP rights will be settled on each future annual vesting date in shares.

This arrangement is classified as equity settled. For the year ended December 31, 2023, the Company recognized in equity, costs related to the LTIP and LTIP Goals in the total amount of R$ 144,617 (R$127,389 and R$305,408 for the years ended December 31, 2022 and 2021, respectively). On December 31, 2023, the amount of R$73,881 (R$42,791 for the year ended December 31, 2022) was accounted for LTIP and LTIP Goals social charges, including withholding income tax (Note 16).

The maximum number of common shares that can be delivered to beneficiaries under the LTIP and LTIP Goals may not exceed 3% and 1% per year, respectively of the Company's issued share capital at any time. For the year ended December 31, 2023, total shares issued were 1,288,114 (637,728 and 758,024 for the years ended December 31, 2022 and 2021, respectively) and representing 0.4% of total shares (0.2% for the years ended December 31, 2022 and 2021), additionally total shares granted were 3,158,688 representing 1.0% of total shares.

d) OCI and equity valuation adjustments

The Company recognizes in this account the accumulated effect of the foreign exchange variation resulting from the conversion of the financial statements of the foreign subsidiary BCPS, Pagseguro Colombia, Pagseguro Chile, Pagseguro Peru and Pagseguro Mexico which amounted to a gain of R$56 for the year ended on December 31, 2023 (loss of R$677 for the year ended December 31, 2022 and loss of R$117 for the year ended December 31, 2021). This accumulated effect will be reverted to the result of the year as gain or loss only in case of disposal or write-off of the investment.

The financial investments mentioned in note 7 were classified at fair value through other comprehensive income. Unrealized accumulated loss on LFTs for the year ended December 31, 2023 totaled R$699 (loss of R$558, R$107 and gain of R$271 for the years ended December 31, 2023, 2022 and 2021, respectively).

The derivative financial instruments mentioned in note 19 were classified at fair value through other comprehensive income. Unrealized fair value adjustment gain on SWAPs for the year ended December 31, 2023, totaled R$167 (R$0 for the year ended December 31, 2022).

As part of transactions completed in prior years, the Company also recognized in this account the difference between the book value and the amounts paid in the acquisitions of additional interests from the non-controlling shareholders of the subsidiary represented by the accumulated amount of R$22,372 (R$22,372 as of December 31, 2022 and 2021).

e) Treasury shares

On October 30, 2018, PagSeguro Digital's board of directors authorized a share repurchase program, under which the PagSeguro Group may repurchase up to US$250 million in outstanding Class A common shares traded on the New York Stock Exchange (NYSE). The Company's management is responsible for defining the timing and the number of shares to be acquired, within authorized limits. Treasury shares are composed of the following shares for the years ended December 31, 2023 and 2022:

	Shares	Amount	Average Price (US$)
Repurchase shares			
December 31, 2021 treasury shares	1,688,701	285,011	30.23
Repurchase of common shares	4,280,627	291,445	12.50
Long-Term Incentive Plan	(637,728)	(101,102)	28.16
December 31, 2022 treasury shares	5,331,600	475,354	16.00
Repurchase of common shares	**9,695,962**	**399,408**	**8.22**
Long-Term Incentive Plan	**(1,288,144)**	**(114,445)**	**16.00**
December 31, 2023 treasury shares	**13,739,418**	**760,317**	**10.51**

22. Earnings per share

a) Basic

Basic earnings per share is calculated by dividing net income attributable to equity holders of PagSeguro Digital by the weighted average number of common shares issued and outstanding during years ended December 31, 2023, 2022 and 2021:

	For the year ended December 31,		
	2023	2022	2021
Profit attributable to shareholders of the Company	**1,653,684**	1,504,768	1,166,102
Weighted average number of outstanding common shares (thousands)	**321,806,480**	327,110,295	330,310,786
Basic earnings per share - R$	**5.1387**	4.6002	3.5303

b) Diluted

Diluted earnings per share is calculated by dividing net income attributable to equity holders of PagSeguro Digital by the weighted average number of common shares outstanding during the year plus the weighted average number of common shares that would be issued on conversion of all dilutive potential common shares into common shares. The share in the LTIP and LTIP Goals are the only shares with potential dilutive effect. In this case, a calculation is done to determine the number of shares that could have been acquired at fair value.

	For the year ended December 31,		
	2023	**2022**	**2021**
Profit used to determine diluted earnings per share	**1,653,684**	1,504,768	1,166,102
Weighted average number of outstanding common shares (thousands)	**321,806,480**	327,110,295	330,310,786
Weighted average number of shares that would have been issued at average market price	**2,149,097**	2,124,398	1,864,038
Weighted average number of common shares for diluted earnings per share (thousands)	**323,955,577**	329,234,693	332,174,824
	5.1047	4.5705	3.5105

The weighted average number of outstanding common shares decreased due to the repurchase of common shares (treasury shares).

23. Total revenue and income

	For the year ended December 31,		
	2023	**2022**	**2021**
Gross amount from transaction activities and other services[i]	**10,241,654**	10,047,654	7,574,728
Gross financial amount[ii]	**6,858,109**	6,438,774	3,587,823
Gross other financial amount[iii]	**402,394**	288,333	162,944
Total gross amount	**17,502,157**	16,774,761	11,325,495
Deductions from gross amount from transactions activities and other services[iv]	**(1,214,412)**	(1,141,248)	(789,922)
Deductions from gross financial amount[v]	**(205,063)**	(186,039)	(73,398)
Deductions from gross other financial amount[vi]	**(134,281)**	(112,560)	(13,453)
Total deductions from gross amount	**(1,553,756)**	(1,439,847)	(876,773)
Total revenue and income	**15,948,401**	15,334,914	10,448,722

(i) Includes mainly intermediation fee, membership fee and credit operations revenues.
(ii) Includes income from early payment of notes payable to third parties.
(iii) Includes (a) interest of financial investments and (b) gain on exchange variation.
(iv) Deductions consist of transactions taxes.
(v) Deductions consist of taxes on financial income.
(vi) Deductions consist of taxes on other financial income.

24. Expenses by nature

	For the year ended December 31,		
	2023	**2022**	**2021**
Transactions costs[i]	**(5,956,108)**	(5,566,927)	(4,321,135)
Marketing and advertising	**(580,667)**	(717,732)	(791,134)
Personnel expenses[ii]	**(1,122,128)**	(1,032,732)	(1,074,249)
Financial expenses[iii]	**(3,269,556)**	(3,151,552)	(790,635)
Total Losses[iv]	**(536,048)**	(984,487)	(664,268)
Depreciation and amortization[vi]	**(1,355,653)**	(1,130,690)	(768,593)
Other[v]	**(1,111,134)**	(991,478)	(550,681)
	(13,931,294)	(13,575,598)	(8,960,695)
Classified as:			
Cost of services	**(8,132,580)**	(7,470,895)	(5,775,895)
Selling expenses	**(1,429,816)**	(1,946,075)	(1,523,908)
Administrative expenses	**(732,689)**	(668,679)	(877,559)
Financial expenses	**(3,269,556)**	(3,151,552)	(790,635)
Other income (expenses), net	**(366,653)**	(338,397)	7,302
	(13,931,294)	(13,575,598)	(8,960,695)

(i) The increase is mainly represented by: (i) costs related to interchange fees of card issuers in the amount of R$4,805,474 for year ended December 31, 2023 (R$4,505,290 and R$3,043,591 for years ended December 31, 2022 and 2021, respectively), card scheme fees in the amount of R$969,193 for year ended December 31, 2023 (R$882,091 and R$653,224 for years ended December 31, 2022 and 2021, respectively).

(ii) Personnel expenses includes compensation expenses in the amount of R$109,901 related to the LTIP and LTIP goals for the year ended December 31, 2023 (R$79,447 and R$370,629 for the years ended December 31, 2022 and December 31, 2021, respectively). Personnel expenses in 2023, include capitalization of LTIP and LTIP goals in the amount of R$89,223 for the year ended December 31, 2023 (R$56,698 and R$0 for the years ended December 31, 2022 and December 31, 2021).

(iii) Relates to: (i) the early collection of receivables, which amount to R$953,509 in the year ended December 31, 2023 (R$1,233,045 and R$426,992 for the years ended December 31, 2022 and 2021, respectively), (ii) interest of deposits and banking accounts which amounted to R$2,060,109 in the year ended December 31, 2023 (R$1,573,293 and R$1,278,806 in the years ended December 31, 2022 and 2021, respectively).

(iv) Total losses refer to amounts recognized during the year related to: (i) card processing operations (acquiring and issuing), (ii) losses on digital account in the amount of R$393,869 in the year ended December 31, 2023 (R$430,895 and R$386,143 for the years ended December 31, 2022 and 2021, respectively), (iii) a loss occurred in third quarter of 2023 in the amount of R$32,872 in connection with unauthorized transations exploiting a legacy functionality in the Company's system The conditions allowing for the unauthorized transactions were ceased and were not related to cyber risks or data-related matters. Efforts to recover related amounts are going and (iv) Total losses include provision for delinquency rate of credit portfolio in the amount of R$109,307 in the year ended December 31, 2023 (R$553,592 and R$278,125 for the years ended December 31, 2022 and 2021, respectively), as further described in Note 26.

(v) For the year ended December 31, 2023, the increase is impacted by R$246,770 (R$199,868 in the year ended December 31, 2022) related to provision of POS Devices, as described in note 12. In September 2023, in accordance to the final purchase price allocation ("PPA") completed on October 20, 2023, which include the recognition of capital gains of customer portfolio R$152, non-compete agreement R$128 and software R$2,468.

(vi) Depreciation and amortization amounts incurred in the year are segregated between costs and expenses as presented below:

	For the year ended December 31,		
	2023	**2022**	**2021**
Depreciation			
Cost of sales and services[i]	**(715,293)**	(658,275)	(464,411)
Selling expenses	**(198)**	(172)	(89)
Administrative expenses	**(28,331)**	(26,787)	(23,439)
	(743,822)	(685,234)	(487,939)
Amortization			
Cost of sales and services	**(642,017)**	(464,106)	(295,218)
Administrative expenses[ii]	**(27,000)**	(23,810)	(21,484)
	(669,017)	(487,916)	(316,702)
PIS and COFINS credits[iii]	**57,186**	42,460	36,048
Depreciation and amortization expense, net	**(1,355,653)**	(1,130,690)	(768,593)

(i) The depreciation of POS for the year ended December 31, 2023, amounted to R$685,685 (R$640,798 and R$448,385 for the years ended December 31, 2022 and 2021, respectively).

(ii) Included in this amount are LTIP amortizations in the amount of R$46,356 for the year ended December 31, 2023 (compared to R$31,903 and R$0 for the years ended December 31, 2022 and 2021, respectively). Additionally, has assets amortizations of acquired companies in the amount of R$19,778 for the year ended December 31, 2023 (compared to R$18,466 and R$16,455 for the years ended December 31, 2022 and December 31, 2021, respectively).

(iii) PagSeguro Brazil has a tax benefit on PIS and COFINS that allows it to reduce the depreciation and amortization over some operational expenses when incurred. This tax benefit is recognized directly as a reduction of depreciation and amortization expense.

25. Financial instruments by category

The PagSeguro Group estimates the fair value of its financial instruments using available market information and appropriate valuation methodologies for each situation.

The interpretation of market data, as regards the choice of methodologies, requires considerable judgment and the establishment of estimates to reach an amount considered appropriate for each situation. Therefore, the estimates presented may not necessarily indicate the amounts that could be obtained in the current market. The use of different hypotheses to calculate market value or fair value may have a material impact on the amounts obtained. The assets and liabilities presented in this note were selected based on their relevance.

The PagSeguro Group believes that the financial instruments recognized in these consolidated financial statements at their carrying amount are substantially similar to their fair value. However, since they do not have an active market (except for the LFT included in financial investments, which is actively traded in the market), variations could occur in the event the PagSeguro Group were to decide to settle or realize them in advance.

The pagSeguro Group classifies its financial instruments into the following categories:

	December 31,	
	2023	**2022**
Financial assets		
Amortized cost:		
Cash and cash equivalents	**2,899,060**	1,829,097
Accounts receivables	**42,900,983**	36,994,135
Financial investments	**1,428,893**	—
Other receivables	**198,416**	180,517
Judicial deposits	**50,992**	44,855
Receivables from related parties	**32,281**	—
Investment	**—**	1,651
Fair value through other comprehensive income		
Financial investments	**1,879,689**	1,103,299
	49,390,314	40,153,554

	December 31,	
	2023	**2022**
Financial Liabilities		
Amortized cost:		
Payables to third parties	**21,534,388**	18,072,898
Trade payables	**513,920**	449,102
Trade payables to related parties	**476,805**	593,906
Deposits	**14,546,518**	11,995,288
Borrowings	**189,427**	—
Deferred revenue	**146,184**	143,528
Other liabilities	**262,074**	202,797
Fair value through profit or loss		
Deposits	**1,641,922**	—
Derivative financial instruments	**23,314**	22,289
Fair value through other comprehensive income		
Derivative financial instruments	**17,631**	—
	39,352,183	31,479,808

26. Financial risk management

The PagSeguro Group's activities expose it to a variety of financial risks: market risk, fraud risk (chargebacks), credit risk and liquidity risk. The PagSeguro Group's overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the PagSeguro Group's financial performance.

Market risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. In the Group, market risk comprises interest rate risk and foreign currency risk and other price risk, such as equity price risk.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group's exposure to the risk of changes in market interest rates arises primarily from financial investments and deposits both subject to variable interest rates, principally the CDI rate. The Group conducted a sensitivity analysis of the interest rate risks to which the financial instruments are exposed as of December 31, 2023. For this analysis, the Group adopted as a probable scenario for 2023 interest rates of 8.9% for the CDI. As a result, financial income (with respect to financial investments) and financial expense (with respect to certificate of deposit, corporate securities, bank accounts and interbank deposits) would be impacted as follows:

Transaction	Interest rate risk	Book Value	Scenario with maintaining of CDI (11.15%)	Probable scenario with decrease to 8.90%
Short-term investment	100% of CDI	859,108	95,791	76,461
Financial investments	100% of CDI	3,308,583	368,907	294,464
Certificate of Deposit	110% of CDI	13,062,033	(1,602,058)	(1,278,773)
Certificate of Deposit - related party	106% of CDI	420,415	(49,689)	(39,662)
Interbank deposits	111% of CDI	3,126,406	(386,940)	(308,858)
Banking accounts	72% of CDI	9,316,714	(747,946)	(597,015)
Borrowings	111% of CDI	189,427	(23,444)	(18,713)
Total			**(2,345,379)**	**(1,872,096)**

Foreign exchange risk

Foreign currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Group's exposure to the risk when future commercial transactions or recognized assets or liabilities are denominated in a currency that is not the entity's functional currency. The Company's risk is mainly related to POS purchases, Pagseguro Tecnologia, BCPS, PSGP Mexico, Pagseguro Colombia, Pagseguro Chile and Pagseguro Peru that have revenues in other currencies and cash and cash equivalents maintained in other countries currency exposure generated in companies like Pagseguro Colombia, Pagseguro Chile, are being hedged through a non-deliverable forward.

Equity price risk

The Group's non-listed equity investments are susceptible to market price risk arising from uncertainties about future values of the investment. As of December 31, 2023 and December 31, 2022, the exposure to equity price from such investments was not material.

Fraud risk (chargeback)

The PagSeguro Group's sales transactions are susceptible to potentially fraudulent or improper sales and it uses the following two processes to control the fraud risk:

(i) The first process consists of monitoring, on a real time basis, the transactions carried out with credit and debit cards and payment slips, through an anti-fraud system. This process approves or rejects suspicious transactions at the time of the authorization, based on statistical models that are revised on a periodic basis.

(ii) The second process detects chargebacks and disputes not identified by the first process. This is a supplemental process and increases the PagSeguro Group's ability to avoid new frauds. PagSeguro Group's expenses with chargeback are disclosed in note 24.

Credit risk

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Group is exposed to credit risk from its operating activities (primarily accounts receivable) and from its financing activities, including deposits with banks and financial institutions, and other financial instruments such as loans and credit card receivables with the Company's customers.

Credit risk is managed on a group basis and for its accounts receivable is limited to the possibility of default by: (a) the card issuers, which have the obligation of transferring to the credit and debit card labels the fees charged for the transactions carried out by their card holders, (b) the acquirers, which are used by the PagSeguro Group to approve transactions with the issuers and (c) analyses for the customers background to provide access to credit portfolio.

In order to mitigate this risk, PagSeguro Brazil has established a Credit Risk Committee, whose responsibility is to assess the level of risk of each of the card issuers served by PagSeguro Group, classifying them into three groups:

(i) Card issuers with a low level of risk, with credit ratings assigned by Fitch, S&P and Moody's, which do not require additional monitoring.

(ii) Card issuers with a medium level of risk, which are also monitored in accordance with the financial metrics and ratios;

(iii) Card issuers with a high level of risk, which are assessed by the committee at monthly meetings.

The PagSeguro Group has a rating process for loans and credit, based on statistical application models (in the early stages of customer relationships) and behavior scoring (used for customers who already have a relationship history). A process for designing, calibrating and implementing policies and guidelines for granting credit and calibrating collection rules.

A process for monitoring the portfolio's risk profile, with a prospective view, which generates early warning feedbacks to the credit granting policies and risk classification models in a timely manner.

Liquidity risk

The PagSeguro Group manages liquidity risk by maintaining reserves, bank and credit lines in order to obtain borrowings, when deemed appropriate. The PagSeguro Group continuously monitors actual and projected cash flows and matches the maturity profile of its financial assets and liabilities in order to ensure that the PagSeguro Group has enough funds to honor its obligations to third parties and meet its operational needs.

The PagSeguro Group invests surplus cash in interest bearings financial investments, choosing instruments with appropriate maturity or enough liquidity to provide adequate margin as determined by the forecasts. On December 31, 2023, PagSeguro Group held cash and cash equivalents of R$2,899,060 (R$1,829,097 on December 31, 2022).

The table below shows the PagSeguro Group's non-derivative financial liabilities divided into the relevant maturity group based on the remaining period from the balance sheet date and the contractual maturity date. The amounts disclosed in the table are the contractual undiscounted cash flows.

	Due within 30 days	Due within 31 to 120 days	Due within 121 to 180 days	Due within 181 to 360 days	Due to 361 days or more days
On December 31, 2023					
Payables to third parties	**15,763,153**	**2,636,667**	**573,115**	**2,375,592**	**185,861**
Trade payables	**507,878**	**5,830**	**77**	**135**	**—**
Trade payables to related parties	**—**	**56,390**	**—**	**86,450**	**383,687**
Borrowings	**—**	**195,603**	**—**	**—**	**—**
Deposits	**1,638,743**	**6,284,683**	**2,649,511**	**1,253,959**	**5,448,062**
On December 31, 2022					
Payables to third parties	13,354,285	1,717,388	856,011	2,060,455	84,759
Trade payables	397,335	50,975	309	482	—
Trade payables to related parties	—	62,559	30,390	506,671	—
Deposits	876,415	3,384,194	2,075,859	4,521,112	2,198,340

Social, environmental and climate risks

Social, environmental and climate risks are the possibility of losses due to exposure to events of social, environmental and/or climate origin related to the activities carried out by the Company. Management evaluated the social, environmental and climate factors in which its businesses are inserted and considers them to have a low impact on the creation of shared value in the short, medium and long term.

Despite this, in order to mitigate social, environmental and climate risks, actions are carried out to analyze processes, risks and controls, follow up on new rules related to the topic and record occurrences in internal systems. In addition to identification, the stages of prioritization, risk response, mitigation, monitoring and reporting of assessed risks complement the management of this risk at the Company.

27. Derivative Financial Instruments designated to Hedge Accounting

The Group trades derivative financial instruments (SWAPs) to manage its overall exposures (inflation index and interest rate).

(i) Cash flow hedge

In March 2023, the PagSeguro Group entered in a US$38.4 million borrowing agreement with maturity in one-year from the execution date and the payment will occur in a single instalment as the due date. In the same operation, the Company entered into a swap, with the specific objective of protecting said borrowing from fluctuations arising from exchange variation, changing the risk to CDI. All the amount is covered with the derivative and the same due date is applied. Below is the composition of the derivative financial instruments portfolio by type of instrument, asset value, liability value and fair value, financial instrument and MTM registered in OCI:

Risk factor	Financial Instruments - notional	Liabilities	Financial Instrument	Fair Value	MTM
Swap of currency	**207,608**	**189,427**	**18,181**	**17,631**	**550**

(ii) Fair value hedge

In the year ended December 31, 2023, the PagSeguro Group issued certificate of deposits with maturity in one-year from the execution date and interest rates correlated to the IPCA (Brazilian inflation rates) and interest fixed rates. For these certificate of deposits, the Company entered into swaps with the specific objective of protecting said deposits from fluctuations arising from inflation and high interest rates, changing them for CDI rates. All the amount, which includes principal and interest, are covered and the same due dates are applied. Below is the composition of the derivative financial instruments portfolio by type of instrument, liability value and fair value, financial instrument and MTM registered in profit and loss:

	December 31, 2023			
	Notional Liability	**Liabilities Fair value**	**MTM (a)**	
IPCA CDB	**698,917**	**697,060**	**(1,858)**	
Fixed rated CDB	**951,777**	**944,862**	**(6,915)**	
Total	**1,650,694**	**1,641,922**	**(8,773)**	

	Notional SWAP	**SWAP**	**MTM total (b)**	**Profit and Loss ((a)+(b))**
IPCA CDB	**678,597**	**(675,246)**	**2,440**	**582**
Fixed rated CDB	**951,209**	**(943,227)**	**7,566**	**651**
Total	**1,629,806**	**(1,618,473)**	**10,006**	**1,233**

	December 31, 2022			
	Notional Liability	**Liabilities Fair value**	**MTM (a)**	
IPCA CDB	708,454	710,475	2,021	
Fixed rated CDB	1,368,325	1,370,304	1,980	
Total	2,076,779	2,080,779	4,001	

	Notional SWAP	**SWAP**	**MTM (b)**	**Profit and Loss ((a)+(b))**
IPCA CDB	(728,142)	(733,026)	(2,109)	(89)
Fixed rated CDB	(1,374,472)	(1,378,916)	(2,149)	(168)
Total	(2,102,614)	(2,111,942)	(4,258)	(257)

The structure of risk limits is extended to the risk factor level, where specific limits aim at improving the monitoring and understanding processes, as well as avoiding concentration of these risks. Additionally, as the main financial assets and financial liabilities of the Company are measured by CDI, the PagSeguro Group's strategy is to change any other risk factors to CDI. The PagSeguro Group undertakes risk management through the economic relationship between hedge instruments and hedged item, in which it is expected that these instruments will move in opposite directions, in the same proportions, with the aim of neutralizing the risk factors. The Company performs the hedging account effectiveness as each reporting date test and for December 31, 2023 and December 31, 2022, this test was effective.

28. Non-cash Transactions

	For the year ended December 31,		
	2023	**2022**	**2021**
Non-cash investing activities			
Property and equipment acquired through lease	**55,975**	8,097	15,016
MTM of financial investments	**(558)**	(107)	271

29. Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability (exit price) in the principal or most advantageous market for the asset or liability, in an orderly transaction between market participants at the measurement date. A three-level hierarchy is used to measure fair value, as shown below:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets and liabilities.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (that is, as prices) or indirectly (that is, derived from prices).
- Level 3 – Inputs for the assets and liabilities that are not based on observable market data (that is, unobservable inputs).

The PagSeguro Group believes that the financial instruments recognized in these consolidated financial statements at their carrying amount are substantially similar to its fair value. Regarding financial assets, they are comprised by accounts receivable from credit/debit card issuers and acquirers originated from transactions through PagSeguro Group payment platform comprised of transactions approved by large financial institutions in the normal course of business. The financial investments are represented by government bonds with quoted prices in an active market and recognized in the balance sheet based on its fair value.

Financial liabilities are mostly represented by deposits and short-term payables to merchants which are paid in accordance with the contract set out with the merchant and other short-term payables to service providers in the normal course of business and, as such, also approximate from their fair values. There were no transfers between Levels 1, 2 and 3 in 2023.

The following table provides the fair value measurement hierarchy of PagSeguro Group's financial assets and financial liabilities as of December 31, 2023:

	December 31, 2023		
	Quoted prices in active markets (Level 1)	**Significant observable inputs (Level 2)**	**Significant unobservable inputs (Level 3)**
Financial assets			
Cash and cash equivalents	**654,363**	**2,244,697**	—
Financial investments	**3,308,583**	—	—
Accounts receivable	—	**42,900,983**	—
Other receivables	—	**198,416**	—
Judicial deposits	—	**50,992**	—
Receivables from related parties	—	**32,281**	—
Investment	—	—	—
Financial liabilities			
Payables to third parties	—	**21,534,388**	—
Trade payables	—	**513,920**	—
Trade payables to related parties	—	**476,804**	—
Borrowings	—	**189,427**	—
Deposits	—	**16,188,440**	—
Derivative financial instruments	—	**40,945**	—
Deferred revenue	—	**146,185**	—
Other liabilities	—	**262,074**	—

	December 31, 2022		
	Quoted prices in active markets (Level 1)	Significant observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Financial assets			
Cash and cash equivalents	404,468	1,424,629	—
Financial investments	1,103,299	—	—
Accounts receivable	—	36,994,135	—
Other receivables	—	180,517	—
Judicial deposits	—	44,858	—
Investment	—	—	1,651
Financial liabilities			
Payables to third parties	—	18,072,898	—
Trade payables	—	449,102	—
Trade payables to related parties	—	593,906	—
Deposits	—	11,995,288	—
Derivative financial instruments	—	22,289	—
Deferred revenue	—	143,528	—
Other liabilities	—	202,797	—

DESCRIPTION OF SECURITIES REGISTERED UNDER SECTION 12 OF THE EXCHANGE ACT

As of December 31, 2022, PagSeguro Digital Ltd. ("we," "us," "our," "PagSeguro", "PagSeguro Digital" and the "Company") had the following series of securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class:	**Trading Symbol**	**Name of each exchange on which registered**
Class A common shares, par value US$0.000025 per share	PAGS	New York Stock Exchange

We are an exempted company with limited liability incorporated under the laws of the Cayman Islands with the legal name PagSeguro Digital Ltd. Our registered office is located at Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111 - Cayman Islands and our principal office telephone number is +55 (11) 3914-9524. Our corporate affairs are governed by our Memorandum and Articles of Association and by the laws of the Cayman Islands.

Capitalized terms used but not defined herein have the meanings given to them in our annual report on Form 20-F for the fiscal year ended December 31, 2022.

Description of Share Capital

Set forth below is a summary of the material terms and provisions of our share capital. This description does not purport to be complete and is qualified in its entirety by reference to our Memorandum and Articles of Association (filed in our annual report on Form 20-F as Exhibit 1.01) and the laws of the Cayman Islands. We have included references to items of Form 20-F for convenience.

Item 9.A.3 Preemptive Rights

See "—Item 10.B Memorandum and Articles of Association—Preemptive or Similar Rights" below.

Item 9.A.5 Type and Class of Securities

Our Class A common shares are listed on the NYSE under the symbol "PAGS." Our Class A common shares are listed in registered form and are not certificated. The Class A common shares commenced trading on the NYSE on January 24, 2018. At December 31, 2022, the Class A common shares represented 61.45% of our shares and 100% of our current global public float.

As of December 31, 2022, our authorized share capital was US$50,000 divided into 2,000,000,000 shares of a par value of US$0.000025 per share. All of our outstanding share capital is fully paid. Our Class A common shares are in book-entry form, registered in the name of each shareholder or its nominee. The authorized but unissued shares are presently undesignated and may be issued by the board of directors as common shares of any class or as shares with preferred, deferred or other special rights or restrictions.

Our Memorandum and Articles of Association authorize two classes of common shares: Class A common shares, and Class B common shares. Any holder of Class B common shares may convert his or her shares at any time into Class A common shares on a share-for-share basis. The rights of the two classes of common shares are otherwise identical, except as described below and in our Articles of Association.

As of December 31, 2022, 209,148,718 Class A common shares and 120,459,508 Class B common shares were issued, fully paid and outstanding, and we held 5,331,600 Class A common shares in treasury.

Item 9.A.6. Limitations Qualifications

Not applicable.

Item 9.A.7. Other Rights

Not applicable.

Item 10.B. Memorandum and Articles of Association

Description of Our Memorandum and Articles of Association

History of Share Capital - Initial Public Offering

The shares offered and sold in our initial public offering ("IPO") were registered under the Securities Act of 1933, as amended, pursuant to our Registration Statement on Form F-1 (Registration No. 333-222292), which was declared effective by the Securities and Exchange Commission on January 19, 2018. On January 26, 2018, we closed our IPO, pursuant to which we issued and sold 50,925,642 Class A common shares and UOL sold 70,267,746 Class A common shares. The 121,193,388 registered Class A common shares were sold to the public at a price of US$21.50 per Class A common share, for an aggregate price of US$2,265,789,433.

Corporate Purpose

The corporate objects of PagSeguro Digital, as stated in the Memorandum and Articles of Association, are unrestricted, and PagSeguro Digital has the authority to carry out any object not prohibited by any law, as provided by Section 7(4) of the Companies Act.

Voting Rights

The holders of the Class A common shares and Class B common shares have identical rights, except that: (i) the holder of Class B common shares is entitled to ten (10) votes per share, whereas holders of Class A common shares are entitled to one (1) vote per share; (ii) Class B common shares have certain conversion rights; and (iii) the holder of Class B common shares is entitled to maintain a proportional ownership interest in the event that additional Class A common shares are issued. For more information see "—Preemptive or Similar Rights" and "—Conversion." The holders of Class A common shares and Class B common shares vote together as a single class on all matters (including the election of directors) submitted to a vote of shareholders at general meetings of the Company, except as provided below and as otherwise required by law.

Holders of our Class A and Class B common shares who are nonresidents of the Cayman Islands may freely hold and vote their shares.

The following summarizes the rights of holders of our Class A and Class B common shares:

- each holder of Class A common shares is entitled to one (1) vote per share on all matters to be voted on by shareholders generally, including the election of directors;
- each holder of Class B common shares is entitled to ten (10) votes per share on all matters to be voted on by shareholders generally, including the election of directors;
- the holders of our Class A common shares and Class B common shares are entitled to dividends and other distributions as may be recommended and declared from time to time by our board of directors out of funds legally available for that purpose, if any; and
- upon our liquidation, dissolution or winding up, each holder of Class A common shares and Class B common shares will be entitled to share equally on a pro rata basis in the distribution of all of our assets remaining available for distribution after satisfaction of all our liabilities.

The Memorandum and Articles of Association provide that at any time when there are Class A common shares in issue, Class B common shares may only be issued pursuant to: (a) a share split, subdivision or similar transaction or as contemplated in the Memorandum and Articles of Association; (b) a business combination involving the issuance of Class B common shares as full or partial consideration; or (c) an issuance of Class A common shares, whereby holders of Class B common shares are entitled to receive an issuance of Class B common shares that would allow holders of Class B common shares to maintain their proportional ownership interest in the Company. A business combination, as defined in the Memorandum and Articles of Association, would include, amongst other things, a statutory amalgamation, merger, consolidation, arrangement or other reorganization.

Share Repurchases

The Companies Act and the Memorandum and Articles of Association permit PagSeguro Digital to purchase its own shares, subject to certain restrictions. The board of directors may only exercise this power on behalf of PagSeguro Digital, subject to the Companies Act, the Memorandum and Articles of Association and to any applicable requirements imposed from time to time by the SEC, the NYSE, or by any recognized stock exchange on which our securities are listed.

On October 30, 2018, PagSeguro Digital announced the adoption of its share repurchase program in an aggregate amount of up to US$250 million in outstanding Class A common shares traded on the NYSE. PagSeguro Digital's share repurchase program went into effect in the fourth quarter of 2018 and does not have a fixed expiration date. The program may be executed in compliance with Rule 10b-18 under the Exchange Act.

Dividends and Capitalization of Profits

PagSeguro Digital has not adopted a dividend policy with respect to payments of any future dividends. Subject to the Companies Act, PagSeguro Digital's shareholders may, by resolution passed by a simple majority of the voting rights entitled to vote at a general meeting, declare dividends (including interim dividends) to be paid to shareholders but for the avoidance of doubt no dividend shall be declared in excess of the amount recommended by the board of directors. The board of directors may also declare dividends. Dividends may be declared and paid out of funds lawfully available to PagSeguro Digital. Unless otherwise provided by the rights attached to shares and the Articles of Association of PagSeguro Digital, all dividends shall be paid in proportion to the number of Class A common shares or Class B common shares a shareholder holds at the date the dividend is declared (or such other date as may be set as a record date), except: (i) if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly; and (ii) where we have shares in issue which are not fully paid up (as to par value), we may pay dividends in proportion to the amounts paid up on each share.

The holders of Class A common shares and Class B common shares shall be entitled to share equally in any dividends that may be declared in respect of PagSeguro Digital's common shares from time to time. In the event that a dividend is paid in the form of Class A common shares or Class B common shares, or rights to acquire Class A common shares or Class B common shares: (i) the holders of Class A common shares shall receive Class A common shares, or rights to acquire Class A common shares, as the case may be; and (ii) the holders of Class B common shares shall receive Class B common shares, or rights to acquire Class B common shares, as the case may be.

Preemptive or Similar Rights

The Class A common shares and Class B common shares are not entitled to preemptive rights upon transfer and are not subject to conversion (except as described herein and below under "—Conversion"), redemption or sinking fund provisions.

The Class B common shares are entitled to maintain a proportional ownership interest in the event that additional Class A common shares are issued. As such, except for certain exceptions, if PagSeguro Digital issues Class A common shares, it must first make an offer to each holder of Class B common shares to issue to such holder on the same economic terms such number of Class B common shares as would ensure such holder may maintain a proportional ownership interest in PagSeguro Digital. This right to maintain a proportional ownership interest may be waived by a majority of the holders of Class B common shares.

Conversion

The outstanding Class B common shares are convertible at any time as follows: (i) at the option of the holder, a Class B common share may be converted at any time into one Class A common share; or (ii) upon the election of the holders of a majority of the then outstanding Class B common shares, all outstanding Class B common shares may be converted into a like number of Class A common shares. In addition, each Class B common share will convert automatically into one Class A common share upon any transfer, whether or not for value, except for certain transfers described in the Articles of Association, including transfers to affiliates, trusts solely for the benefit of the shareholder or their affiliates, and partnerships, companies, corporations and other entities exclusively owned by the shareholder or their affiliates and certain transfers to organizations that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Furthermore, each Class B common share will convert automatically into one Class A common share and no Class B common shares will be issued thereafter if, at any time, the voting power of the outstanding Class B common shares represents less than 10% of the combined voting power of the Class A common shares and Class B common shares then outstanding.

No class of PagSeguro Digital's common shares may be subdivided or combined unless the other class of common shares is concurrently subdivided or combined in the same proportion and in the same manner.

Record Dates

For the purpose of determining shareholders entitled to notice of, or to vote at any general meeting of shareholders or any adjournment thereof, or shareholders entitled to receive dividend or other distribution payments, or in order to make a determination of shareholders for any other purpose, PagSeguro Digital's board of directors may set a record date which shall not exceed forty (40) clear days prior to the date where the determination will be made.

General Meetings of Shareholders

As a condition of admission to a shareholders' meeting, a shareholder must be duly registered as a shareholder of PagSeguro Digital at the applicable record date for that meeting and, in order to vote, all calls or installments then payable by such shareholder to PagSeguro Digital in respect of the shares that such shareholder holds must have been paid.

Subject to any special rights or restrictions as to voting then attached to any shares, at any general meeting every shareholder who is present in person or by proxy (or, in the case of a shareholder being a corporation or company, by its duly authorized representative not being himself or herself a shareholder entitled to vote) shall have one (1) vote per Class A common share and ten (10) votes per Class B common share.

As a Cayman Islands exempted company, PagSeguro Digital is not obliged by the Companies Act to call annual general meetings; however, the Articles of Association provide that in each year the company will hold an annual general meeting of shareholders, at a time determined by the board of directors. For the annual general meeting of shareholders the agenda will include, among other things, the presentation of the annual accounts and the report of the directors. In addition, the agenda for an annual general meeting of shareholders will only include such items as have been included therein by the board of directors.

Also, PagSeguro Digital may, but is not required (unless required by the laws of the Cayman Islands), to hold other extraordinary general meetings during the year. General meetings of shareholders are generally expected to take place in São Paulo, Brazil, but may be held elsewhere if the directors so decide.

The Companies Act provides shareholders a limited right to request a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting in default of a company's articles of association. However, these rights may be provided in a company's articles of association. PagSeguro Digital's Articles of Association provide that upon the requisition of one or more shareholders representing not less than one-third of the voting rights entitled to vote at general meetings, the board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. The Articles of Association provide no other right to put any proposals before annual general meetings or extraordinary general meetings.

Subject to regulatory requirements, the annual general meeting and any extraordinary general meetings must be called by not less than ten (10) clear days' notice prior to the relevant shareholders meeting and convened by a notice discussed below. Alternatively, upon the prior consent of all holders entitled to receive notice, with regards to the annual general meeting, and the holders of 95% in par value of the shares entitled to attend and vote at an extraordinary general meeting, that meeting may be convened by a shorter notice and in a manner deemed appropriate by those holders.

PagSeguro Digital will give notice of each general meeting of shareholders by publication on its website and in any other manner that it may be required to follow in order to comply with Cayman Islands law, NYSE and SEC requirements. The holders of registered shares may be given notice of a shareholders' meeting by means of letters sent to the addresses of those shareholders as registered in our shareholders' register, or, subject to certain statutory requirements, by electronic means.

Holders whose shares are registered in the name of DTC or its nominee, which is currently the case for all holders of Class A common shares, will not be a shareholder or member of the company and must rely on the procedures of DTC regarding notice of shareholders' meetings and the exercise of rights of a holder of the Class A common shares.

A quorum for a general meeting consists of any one or more persons holding or representing by proxy not less than one-third of the aggregate voting power of all shares in issue and entitled to vote upon the business to be transacted.

A resolution put to a vote at a general meeting shall be decided on a poll. An ordinary resolution to be passed by the shareholders at a general meeting requires the affirmative vote of a simple majority of the votes cast by, or on behalf of, the shareholders entitled to vote, present in person or by proxy and voting at the meeting. A special resolution requires the affirmative vote on a poll of no less than two-thirds of the votes cast by the shareholders entitled to vote who are present in person or by proxy at a general meeting. Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all the shareholders of our Company, as permitted by the Companies Act and PagSeguro Digital's Articles of Association.

Under the Companies Act, a copy of any special resolution must be forwarded to the Registrar of Companies in the Cayman Islands.

Pursuant to PagSeguro Digital's Articles of Association, general meetings of shareholders are to be chaired by the chairman or in his absence the vice-chairman (if any) of our board of directors. If the chairman or in his absence the vice chairman (if any) of our board of directors is absent or not present within fifteen minutes after the time appointed for holding the meeting, the directors present at the meeting shall appoint one of them to be chairman of the general meeting. If neither the chairman, vice chairman (if any) nor another director is present at the general meeting within fifteen minutes after the time appointed for holding the meeting, the shareholders present in person or by proxy and entitled to vote may elect any one of the shareholders to be chairman. The order of business at each meeting shall be determined by the chairman of the meeting, and he or she shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, the establishment of procedures for the maintenance of order and safety, limitations on the time allotted to questions or comments on the affairs of the Company, restrictions on entry to such meeting after the time prescribed for the commencement thereof, and the opening and closing of the polls.

Transfer of Shares

Subject to any applicable restrictions set forth in the Articles of Association, any shareholder of PagSeguro Digital may transfer all or any of his or her common shares by an instrument of transfer in the usual or common form or in the form prescribed by the NYSE or any other form approved by the Company's board of directors.

PagSeguro Digital's Class A common shares are traded on the NYSE in book-entry form and may be transferred in accordance with PagSeguro Digital's Articles of Association and NYSE's rules and regulations.

However, PagSeguro Digital's board of directors may, in its absolute discretion, decline to register any transfer of any common share which is either not fully paid up to a person of whom it does not approve or is issued under any share incentive scheme for employees which contains a transfer restriction that is still applicable to such common share. The board of directors may also decline to register any transfer of any ordinary share unless:

- a fee of such maximum sum as the NYSE may determine to be payable or such lesser sum as the board of directors may from time to time require is paid to PagSeguro Digital in respect thereof;
- the instrument of transfer is lodged with PagSeguro Digital, accompanied by the certificate (if any) for the common shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of shares;
- the instrument of transfer is properly stamped, if required;
- the common shares transferred are free of any lien in favor of PagSeguro Digital; and
- in the case of a transfer to joint holders, the transfer is not to more than four joint holders.

If the directors refuse to register a transfer they are required, within two months after the date on which the instrument of transfer was lodged, to send to the transferee notice of such refusal.

Transmission of Shares

Our Articles of Association provide provisions for the transmission of shares where a person becomes entitled to a share in consequence of the death or bankruptcy of a shareholder.

Rights of Non-Resident or Foreign Shareholders

There are no limitations imposed by PagSeguro Digital's Memorandum and Articles of Association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on PagSeguro Digital's shares. In addition, there are no provisions in the Memorandum and Articles of Association governing the ownership threshold above which shareholder ownership must be disclosed.

Appointment, Disqualification and Removal of Directors

PagSeguro Digital is managed by its board of directors. The Articles of Association provide that, unless otherwise determined by a special resolution of shareholders, the board of directors will be composed of four (4) to eleven (11) directors, with the number being determined by a majority of the directors then in office. There are no provisions relating to retirement of directors upon reaching any age limit. The Articles of Association also provide that, while PagSeguro Digital's shares are admitted to trading on NYSE, the board of directors must always comply with the residency and citizenship requirements of the U.S. securities laws applicable to foreign private issuers.

The Articles of Association provide that directors shall be elected by an ordinary resolution of our shareholders, which requires the affirmative vote of a simple majority of the votes cast on the resolution by the shareholders entitled to vote who are present, in person or by proxy, at the meeting. Each director shall be appointed and elected for such term as the resolution appointing him or her may determine or until his or her death, resignation or removal.

Any vacancies on the board of directors that arise other than upon the removal of a director by resolution passed at a general meeting can be filled by the remaining directors (notwithstanding that they may constitute less than a quorum). Any such appointment shall be as an interim director to fill such vacancy until the next annual general meeting of shareholders.

Additions to the existing board (within the limits set pursuant to the Articles of Association) may be made by ordinary resolution of the shareholders.

Grounds for Removing a Director

A director may be removed with or without cause by ordinary resolution. The notice of general meeting must contain a statement of the intention to remove the director and must be served on the director not less than ten (10) calendar days before the meeting. The director is entitled to attend the meeting and be heard on the motion for his removal.

The office of a director will be vacated automatically if he or she (i) becomes prohibited by law from being a director, (ii) becomes bankrupt or makes an arrangement or composition with his creditors, (iii) dies or is in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director, (iv) resigns his office by notice to us, or (v) has for more than six (6) months been absent without permission of the directors from meetings of the board of directors held during that period, and the remaining directors resolve that his or her office be vacated.

Proceedings of the Board of Directors

The Articles of Association provide that PagSeguro Digital's business is to be managed and conducted by the board of directors. The quorum necessary for the board meeting shall be a simple majority of the directors then in office (subject to there being a minimum of two (2) directors present) and business at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a casting vote.

Subject to the provisions of the Articles of Association, the board of directors may regulate its proceedings as they determine is appropriate. Board meetings shall be held at least once every calendar quarter and shall take place either in São Paulo, Brazil or at such other place as the directors may determine.

Subject to the provisions of the Memorandum and Articles of Association, to any directions given by ordinary resolution of the shareholders and the listing rules of the NYSE, the board of directors may from time to time at its discretion exercise all powers of PagSeguro Digital, including, subject to the Companies Act, the power to issue debentures, bonds and other securities of the company, whether outright or as collateral security for any debt, liability or obligation of our company or of any third party.

Inspection of Books and Records

Holders of PagSeguro Digital shares will have no general right under Cayman Islands law to inspect or obtain copies of the list of shareholders or corporate records of the Company. However, the board of directors may determine from time to time whether and to what extent PagSeguro Digital's accounting records and books shall be open to inspection by shareholders who are not members of the board of directors. Notwithstanding the above, the Articles of Association provide shareholders with the right to receive annual financial statements at least ten (10) days before the date of the annual general meeting. Such right to receive annual financial statements may be satisfied by publishing the same on the company's website or filing such annual reports as we are required to file with the SEC.

Register of Shareholders

Our registered Class A common shares are held through DTC, and DTC or Cede & Co., as nominee for DTC, is recorded in the shareholders' register as the holder of our Class A common shares.

Under Cayman Islands law, PagSeguro Digital must keep a register of shareholders that includes:

- the names and addresses of the shareholders, a statement of the class and number of shares held by each member, distinguish each share by its number (if such share has a number) and whether such shares carry voting rights, and of the amount paid or agreed to be considered as paid, on the shares of each member;
- the date on which the name of any person was entered on the register as a member; and
- the date on which any person ceased to be a member.

Under Cayman Islands law, the register of shareholders of PagSeguro Digital is *prima facie* evidence of the matters set out therein (i.e., the register of shareholders will raise a presumption of fact on the matters referred to above unless rebutted) and a shareholder registered in the register of shareholders is deemed as a matter of Cayman Islands law to have *prima facie* legal title to the shares as set against his or her name in the register of shareholders. The shareholders recorded in the register of shareholders should be deemed to have legal title to the shares set against their name.

If the name of any person is incorrectly entered in or omitted from the register of shareholders, or if there is any default or unnecessary delay in entering on the register the fact of any person having ceased to be a shareholder of PagSeguro Digital, the person or member aggrieved (or any shareholder of PagSeguro Digital, or PagSeguro Digital itself) may apply to the Cayman Islands Grand Court for an order that the register be rectified, and the Court may either refuse such application or it may, if satisfied of the justice of the case, make an order for the rectification of the register of shareholders.

Exempted Company

PagSeguro Digital is an exempted company with limited liability under the Companies Act. The Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except for the exemptions and privileges listed below:

- an exempted company does not have to file an annual return of its shareholders with the Registrar of Companies;
- an exempted company's register of shareholders is not open to inspection;
- an exempted company does not have to hold an annual general meeting;
- an exempted company may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- an exempted company may register as a limited duration company; and
- an exempted company may register as a segregated portfolio company.

"Limited liability" means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

PagSeguro Digital is subject to reporting and other informational requirements of the Exchange Act, as applicable to foreign private issuers. Except as otherwise disclosed in this annual report, PagSeguro Digital complies with the NYSE rules in lieu of following home country practice.

Anti-Takeover Provisions in our Memorandum and Articles of Association

Some provisions of the Memorandum and Articles of Association may discourage, delay or prevent a change in control of PagSeguro Digital or management that shareholders may consider favorable. In particular, the capital structure of PagSeguro Digital concentrates ownership of voting rights in the hands of UOL. These provisions, which are summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of PagSeguro Digital to first negotiate with the board of directors. However, these provisions could also have the effect of discouraging others from attempting hostile takeovers and, as a consequence, they may also inhibit temporary fluctuations in the market price of the Class A common shares that often result from actual or rumored hostile takeover attempts. These provisions may also have the effect of preventing changes in the management of PagSeguro Digital. It is possible that these provisions could make it more difficult to accomplish transactions that shareholders may otherwise deem to be in their best interests.

Two Classes of Common Shares

The Class B common shares of PagSeguro Digital are entitled to ten (10) votes per share, while the Class A common shares are entitled to one (1) vote per share. Since it owns of all of the Class B common shares of PagSeguro Digital, UOL currently has the ability to elect all directors and to determine the outcome of most matters submitted for a vote of shareholders. This concentrated voting control could discourage others from initiating any potential merger, takeover, or other change of control transaction that other shareholders may view as beneficial.

So long as UOL has the ability to determine the outcome of most matters submitted to a vote of shareholders as well as the overall management and direction of PagSeguro Digital, third parties may be deterred in their willingness to make an unsolicited merger, takeover, or other change of control proposal, or to engage in a proxy contest for the election of directors. As a result, the fact that PagSeguro Digital has two classes of common shares may have the effect of depriving you as a holder of Class A common shares of an opportunity to sell your Class A common shares at a premium over prevailing market prices and make it more difficult to replace the directors and management of PagSeguro Digital.

Preferred Shares

PagSeguro Digital's board of directors is given wide powers to issue one or more classes or series of shares with preferred rights. Such preferences may include, for example, dividend rights, conversion rights, redemption privileges, enhanced voting powers and liquidation preferences.

Despite the anti-takeover provisions described above, under Cayman Islands law, PagSeguro Digital's board of directors may only exercise the rights and powers granted to them under the Memorandum and Articles of Association, for what they believe in good faith to be in the best interests of PagSeguro Digital.

Changes to Capital

Pursuant to the Articles of Association, PagSeguro Digital may from time to time by ordinary resolution:

- increase its share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe;
- consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;

- convert all or any of its paid-up shares into shares and reconvert such shares into paid up shares of any denomination;
- subdivide its existing shares or any of them into shares of a smaller amount, provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or
- cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

PagSeguro Digital's shareholders may by special resolution, subject to confirmation by the Grand Court of the Cayman Islands on an application by the Company for an order confirming such reduction, reduce its share capital or any capital redemption reserve in any manner permitted by law.

In addition, subject to the provisions of the Companies Act and PagSeguro Digital's Articles of Association, PagSeguro Digital may:

- issue shares on terms that they are to be redeemed or are liable to be redeemed;
- purchase its own shares (including any redeemable shares); and
- make a payment in respect of the redemption or purchase of its own shares in any manner authorized by the Companies Act, including out of its own capital.

Liquidation Rights

If PagSeguro Digital is voluntarily wound up, the liquidator, after taking into account and giving effect to the rights of preferred and secured creditors and to any agreement between PagSeguro Digital and any creditors that the claims of such creditors shall be subordinated or otherwise deferred to the claims of any other creditors and to any contractual rights of set-off or netting of claims between PagSeguro Digital and any person or persons (including without limitation any bilateral or any multi-lateral set-off or netting arrangements between the company and any person or persons) and subject to any agreement between PagSeguro Digital and any person or persons to waive or limit the same, shall apply PagSeguro Digital's property in satisfaction of its liabilities *pari passu* and subject thereto shall distribute the property amongst the shareholders according to their rights and interests in PagSeguro Digital.

Protection of Non-Controlling Shareholders

The Grand Court of the Cayman Islands may, on the application of shareholders holding not less than one fifth of the shares of PagSeguro Digital in issue, appoint an inspector to examine the Company's affairs and report thereon in a manner as the Grand Court shall direct.

Subject to the provisions of the Companies Act, any shareholder may petition the Grand Court of the Cayman Islands which may make a winding up order, if the court is of the opinion that this winding up is just and equitable.

Notwithstanding the U.S. securities laws and regulations that are applicable to PagSeguro Digital, general corporate claims against PagSeguro Digital by its shareholders must, as a general rule, be based on the general laws of contract or tort applicable in the Cayman Islands or their individual rights as shareholders as established by PagSeguro Digital's Memorandum and Articles of Association.

The Cayman Islands courts ordinarily would be expected to follow English case law precedents, which permit a minority shareholder to commence a representative action against PagSeguro Digital, or derivative actions in PagSeguro Digital's name, to challenge: (i) an act which is *ultra vires* or illegal; (ii) an act which constitutes a fraud against the minority and the wrongdoers themselves control PagSeguro Digital; and (iii) an irregularity in the passing of a resolution that requires a qualified (or special) majority.

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Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

12TH AMENDMENT TO THE EQUIPMENT SUPPLY AGREEMENT

Entered into on June 26, 2014.

NET+PHONE TELECOMUNICAÇÕES LTDA., limited liability company, headquartered at Avenida Caminho do Mar, No. 3.115, Bloco C, Pavimento Superior, Parte A, City of São Bernardo do Campo, State of São Paulo, enrolled with the National Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. [*****], herein represented pursuant to its Bylaws, hereinafter referred to as "CLIENT 1";

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A. (new corporate name of **PAGSEGURO INTERNET S.A.**), corporation, headquartered at Avenida Brigadeiro Faria Lima, 1384, 4th floor, Parte A, City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "CLIENT 2", and jointly with CLIENT 1, as "CLIENTS";

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA. limited liability company, headquartered at Rua Santa Mônica, No. 281, Bloco A, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "TRANSIRE SERVIÇOS"; and

TEC TOY S.A., corporation, headquartered at Avenida Buriti, 3,149, Distrito Industrial I, City of Manaus, State of Amazonas, Postal Code 69075-000, enrolled with CNPJ/MF under No. [*****], which is also the successor, by merger, of **TRANSIRE FABRICAÇÃO DE COMPONENTES ELETRÔNICOS S.A.**, and with branch at Rua Santa Mônica, 281, Bloco D, Parque Industrial San Jose, City of Cotia, State of São Paulo, CEP 06715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "TEC TOY". TRANSIRE SERVIÇOS, and TEC TOY are jointly referred to as SERVICE PROVIDERS or SUPPLIERS.

CLIENT 1, CLIENT 2, TRANSIRE SERVIÇOS and TEC TOY are hereinafter jointly referred to as "Parties", and individually as "Party".

WHEREAS:

(i) The Parties executed the Equipment Supply Agreement ("Agreement") as of June 26, 2014, with subsequent amendments on October 21, 2014; July 3, 2015; October 8, 2015; May 20, 2016; December 9, 2016; February 6, 2017; August 25, 2017; November 5, 2019; October 1, 2020; July 20, 2021; and March 18, 2022;

(ii) The Parties decided to include the provision of services, by the SUPPLIERS, of maintenance and repair of Equipment qualified as scrap; and

(iii) The Parties wish to include the company **VICTUM SERVIÇOS S.A** as a service provider to the Agreement, as well as to add TEC TOY's branch registered under CNPJ No. [*****], and to formalize the merger of **TRANSIRE FABRICAÇÃO DE COMPONENTES ELETRÔNICOS S.A.** (CNPJ No. [*****]) by **TEC TOY S.A.** (CNPJ No. [*****]).

The Parties have decided to enter into this 12th Amendment to the Equipment Supply Agreement ("Amendment"), pursuant to the following terms and conditions:

1. AMENDMENTS

1.1. The Parties, in addition to the maintenance services comprised in the Agreement and its Exhibits, agree to include the services of maintenance and repair of Equipment qualified as scrap, which shall be provided by the SUPPLIERS to the CLIENTS, in compliance with the rules and terms established in the Agreement and its Exhibits for the general maintenance services.

1.1.1. For the repair of Equipment qualified as scrap, the Parties agree to establish the prices included in the chart below, including the exchange of electronic parts and plastic parts:

EQUIPMENT MODEL	SCRAP REPAIR PRICE
D190	[*****]
A930	[*****]
S920	[*****]
Q92	[*****]

1.1.2. For services of maintenance to scrap Equipment, the SUPPLIERS shall [*****].

1.2. The Parties mutually agree, in addition to formalizing the merger of **TRANSIRE FABRICAÇÃO DE COMPONENTES ELETRÔNICOS S.A.** (CNPJ No. [*****]) by **TEC TOY S.A.** (CNPJ No. [*****]), to include the company **VICTUM SERVIÇOS S.A.**, as a service provider to the Agreement, which shall become effective with the following wording:

*"**NET+PHONE TELECOMUNICAÇÕES LTDA.**, limited liability company, headquartered at Avenida Caminho do Mar, No. 3.115, Bloco C, Pavimento Superior, Parte A, City of São Bernardo do Campo, State of São Paulo, enrolled with the National Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. [*****], herein represented pursuant to its Bylaws, hereinafter referred to as "CLIENT 1";*

***PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.**, corporation, headquartered at Avenida Brigadeiro Faria Lima, 1384, 4th floor, Parte A, City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "CLIENT 2", and jointly with CLIENT 1, as "CLIENTS";*

***TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA.**, limited liability company, headquartered at Rua Santa Mônica, No. 281, Bloco A, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "TRANSIRE SERVIÇOS";*

***TEC TOY S.A.**, private corporation, headquartered at Avenida Buriti, 3.149, Distrito Industrial I, City of Manaus, State of Amazonas, Postal Code 69075000, enrolled with CNPJ/MF under No. [*****], with branches (i) at Rua Santa Mônica, 281, Bloco D, Parque Industrial San Jose, City of Cotia, State of São Paulo, Postal Code 06715-865, enrolled with CNPJ/MF under No. [*****], and (ii) at Avenida Ministro Mario Andreazza, nº 4.120, Galpão A, Distrito Industrial I, city of Manaus, State of Amazonas, Postal Code 06975-830, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "TEC TOY"; and*

***VICTUM SERVIÇOS S.A.**, private corporation, headquartered at Rua Santa Mônica, No. 281, Bloco E, Parque Industrial San José, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "VICTUM".*

TRANSIRE SERVIÇOS, TECTOY and VICTUM are jointly referred to as SERVICE PROVIDERS or SUPPLIERS.

CLIENT 1, CLIENT 2, TRANSIRE SERVIÇOS, TEC TOY and VICTUM are hereinafter individually referred to as "Party" and jointly as "Parties".

1.3. VICTUM is a company from the economic group of TRANSIRE SERVIÇOS and TEC TOY, and herein represents to be aware of and to agree with the conditions of the Agreement, becoming liable for its rights and obligations included in that instrument.

1.4. Due to the above-mentioned inclusion, all references made to the Service Providers/Suppliers in the Agreement, in whichever instance is not specified, it shall be construed as a reference to TRANSIRE SERVIÇOS, TEC TOY, and VICTUM.

2. RETROACTIVITY

2.1. This Amendment Instrument is executed on the date hereof, however, its effects shall relate back to the date of March 1st, 2022, when the Parties had oral understandings concerning its purpose.

3. RATIFICATION

3.1. The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this Instrument shall remain unchanged and fully effective.

In witness whereof, the Parties execute this instrument in the electronic form, and such Parties, together with their Witnesses, acknowledge that electronic, digital, and computerized signatures are valid and fully effective, constituting instrument enforceable out-of-court for all legal purposes, even if it such signatures or certifications are not under ICP-Brazil standards, pursuant to the provisions in paragraphs of Article 10 of the Provisional Presidential Decree No. 2,200/2001 in force in Brazil.

Therefore, this Agreement, as well as the Proposals, their exhibits and amendments may be executed through such means.

São Paulo, Monday, May 16, 2022.

NET+PHONE TELECOMUNICAÇÕES LTDA.

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA.

TEC TOY S.A.

VICTUM SERVIÇOS S.A.

Witnesses:

1.

Name: Klaus Gottsfritz

CPF: [*****]

2.

Name: Clayton Xavier Ribeiro

CPF: [*****]

[*****] Confidential information redacted

TRANSIRE

Rua Fernando de Albuquerque, 155 - Consolação - São Paulo - SP - 01309-030

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Paulo Rodrigo Dantas de Carvalho Dias [*****] LAWYER UNIVERSO ONLINE SA Security Level: E-mail, Account Authentication (None)	 Signature adoption: Signature image loaded Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/18/2022 6:39:46 AM Viewed: 5/18/2022 7:03:35 AM Signed: 5/18/2022 7:03:46 AM
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Aline Marins dos Santos [*****] Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/18/2022 7:03:49 AM Viewed: 5/18/2022 8:17:34 AM Signed: 5/18/2022 8:17:48 AM
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Klaus Gottsfritz [*****] Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/18/2022 8:17:51 AM Viewed: 5/19/2022 5:04:01 AM Signed: 5/19/2022 5:04:41 AM
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Signer Events	Signature	Timestamp
Artur Gaulke Schunck [*****] Chief Financial Officer Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/19/2022 5:04:45 AM Viewed: 5/19/2022 7:13:29 AM Signed: 5/19/2022 7:13:34 AM
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Clayton Xavier Ribeiro [*****] Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/19/2022 5:04:45 AM Viewed: 5/23/2022 5:05:59 AM Signed: 5/23/2022 5:07:15 AM
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Leandro Roberto Rodrigues [*****] Treasury Officer Pagseguro Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/19/2022 5:04:45 AM Viewed: 5/19/2022 5:45:31 AM Signed: 5/19/2022 5:45:37 AM
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Paulo Gasparo [*****] DIRECTOR Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/19/2022 5:04:46 AM Resent 5/23/2022 7:09:44 AM Viewed: 5/23/2022 7:17:35 AM Signed: 5/23/2022 7:18:04 AM
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Rogildo Torquato Landim [*****] CEO UOLDIVEO CEO Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/19/2022 5:04:46 AM Viewed: 5/19/2022 5:30:41 AM Signed: 5/19/2022 5:30:47 AM
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Signer Events	Signature	Timestamp
Tiago Cabral [*****] Commercial Services Officer Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]Signed using cellphone	Sent: 5/19/2022 5:04:46 AM Viewed: 5/22/2022 6:22:03 AM Signed: 5/22/2022 6:23:19 AM
Electronic Record and Signature Disclosure: Accepted: 8/14/2020 10:54:21 AM ID: 338646ed-b76b-4afa-9d52-db37c34f2730		
Valdeni Rodrigues de Novaes [*****]CEO Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/19/2022 5:04:46 AM Viewed: 5/19/2022 5:21:01 AM Signed: 5/19/2022 5:21:39 AM
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In Person Signer Events	**Signature**	**Timestamp**
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Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamp**
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Certified delivery	Security checked	5/19/2022 5:21:01 AM
Signing complete	Security checked	5/19/2022 5:21:39 AM
Completed	Security checked	5/23/2022 7:18:04 AM
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13TH AMENDMENT TO THE EQUIPMENT SUPPLY AGREEMENT
Entered into on June 26, 2014.

NET+PHONE TELECOMUNICAÇÕES LTDA., limited liability company, headquartered at Avenida Caminho do Mar, No. 3.115, Bloco C, Pavimento Superior, Parte A, City of São Bernardo do Campo, State of São Paulo, enrolled with the National Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. [*****], herein represented pursuant to its Bylaws, hereinafter referred to as "CLIENT 1";

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A., corporation, headquartered at Avenida Brigadeiro Faria Lima, 1384, 4th floor, Parte A, City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "CLIENT 2", and jointly with CLIENT 1, as "CLIENTS";

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA., limited liability company, headquartered at Rua Santa Mônica, No. 281, Bloco A, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "TRANSIRE SERVIÇOS";

TEC TOY S.A., corporation, headquartered at Avenida Buriti, 3,149, Distrito Industrial I, City of Manaus, State of Amazonas, Postal Code 69075-000, enrolled with CNPJ/MF under No. 22.770.366/0001-82, with branch at Rua Santa Mônica, 281, Bloco D, Parque Industrial San Jose, City of Cotia, State of São Paulo, Postal Code 06715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "TEC TOY".

VICTUM SERVIÇOS S.A., private corporation, headquartered at Rua Santa Mônica, No. 281, Bloco E, Parque Industrial San José, City of Cotia, State of São Paulo, Postal Code 06.715- 865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "VICTUM"; TRANSIRE SERVIÇOS, TECTOY and VICTUM are jointly referred to as SERVICE PROVIDERS or SUPPLIERS.

CLIENT 1, CLIENT 2, TRANSIRE SERVIÇOS, TEC TOY and VICTUM are hereinafter individually referred to as "Party" and jointly as "Parties".

WHEREAS:

(i) The Parties executed the Equipment Supply Agreement ("Agreement") as of June 26, 2014, with subsequent amendments on October 21, 2014; July 3, 2015; October 8, 2015; May 20, 2016; December 9, 2016; February 6, 2017; August 25, 2017; November 5, 2019; October 1, 2020; July 20, 2021; March 18, 2022; and May 16, 2022;

(ii) The Parties wish to adjust the prices applied to the Equipment Maintenance Services included in the Agreement and previously mentioned in the 10th Amendment to the Equipment Supply Agreement.

The Parties have decided to enter into this 13th Amendment to the Equipment Supply Agreement ("Amendment"), pursuant to the following terms and conditions:

1. AMENDMENTS

1.1. The Parties agree to adjust the prices charged for the Equipment maintenance services, replacing the chart in section 2.1 of Exhibit I of the Agreement, previously adjusted by the 10th Amendment to the Equipment Supply Agreement, with the chart below:

Model	Price (R$)
D150	[*****]
D175-BT	[*****]
D180	[*****]
D177	[*****]
D155	[*****]
D200 WIFI	[*****]
D175-2G	[*****]
D188-2G	[*****]
D190-2G	[*****]
D195-3G	[*****]
S920	[*****]
Q60	[*****]
Q92	[*****]
A50	[*****]
A930 - S/C	[*****]
A930 - C/C	[*****]
P2	[*****]
P2 - with LCD	[*****]
M30 - Cosmetic and Misuse	[*****]
M30 - Maintenance*	[*****]
SK800 - Labor **	[*****]

Assumptions:
- [*****]warranty after maintenance only for Equipment or pursuant to specific terms agreed between the Parties;
- Repair period (SLA): As provided in the Agreement;
- The manufacturer shall bear all operational costs in the event of epidemic defect, provided that its responsibility is proven, otherwise, the CLIENT shall bear the costs.
- Billing within [*****] days after the invoice is issued.

1.2. The Parties agree that the Equipment repair/maintenance services may be delayed due to proven external factors outside the control of the **SUPPLIERS**, and in these events, no penalties are applicable to the **SUPPLIERS**.

1.3. In conclusion, it is hereby agreed that the billing for the Equipment Maintenance services shall be performed by TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA. or VICTUM SERVIÇOS S.A., and their information detailed below:

Corporate Name:	**TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA.**
Doing Business As:	TRANSIRE SERVIÇOS
Address:	Rua Santa Mônica, n° 281, Bloco A, City of Cotia, State of São Paulo, CEP 06.715-865
Phone:	[*****]

Corporate Taxpayers' Registry # ("CNPJ"):	[*****]
State Registry Enrollment:	[*****]
Corporate Name:	**VICTUM SERVIÇOS S.A.**
Address:	Rua Santa Mônica, n° 281, Bloco E, City of Cotia, State of São Paulo, CEP 06.715-865
Phone:	[*****]
Corporate Taxpayers' Registry # ("CNPJ"):	[*****]

2. RETROACTIVITY

2.1. This Amendment Instrument is executed on the date hereof, however, its effects shall relate back to the date of January 1, 2022, when the Parties had oral understandings concerning its purpose.

3. RATIFICATION

3.1. The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this Instrument shall remain unchanged and fully effective.

In witness whereof, the Parties execute this instrument in the electronic form, and such Parties, together with their Witnesses, acknowledge that electronic, digital, and computerized signatures are valid and fully effective, constituting instrument enforceable out-of-court for all legal purposes, even if it such signatures or certifications are not under ICP-Brazil standards, pursuant to the provisions in paragraphs of Article 10 of the Provisional Presidential Decree No. 2,200/2001 in force in Brazil. Therefore, this Agreement, as well as the Proposals, their exhibits and amendments may be executed through such means.

São Paulo, May 23, 2022.

NET+PHONE TELECOMUNICAÇÕES LTDA.

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA.

TEC TOY S.A.

VICTUM SERVIÇOS S.A.

Witnesses:

1. _____
Name: Klaus Gottsfritz
CPF: [*****]

2. _____
Name: Clayton Xavier Ribeiro
CPF: [*****]

[*****] Confidential information redacted

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Completion Certificate		
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Signer Events	Signature	Timestamp
Paulo Rodrigo Dantas de Carvalho Dias [*****] LAWYER UNIVERSO ONLINE SA Security Level: E-mail, Account Authentication (None)	 Signature adoption: Signature image loaded Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/23/2022 8:06:17 AM Viewed: 5/23/2022 10:07:00 AM Signed: 5/23/2022 10:07:18 AM
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Aline Marins dos Santos [*****] Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/23/2022 10:07:22 AM Viewed: 5/23/2022 10:11:35 AM Signed: 5/23/2022 10:11:49 AM
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Clayton Xavier Ribeiro [*****] Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/23/2022 10:11:52 AM Viewed: 5/23/2022 11:17:42 AM Signed: 5/23/2022 11:19:23 AM
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Signer Events	Signature	Timestamp
Klaus Gottsfritz [*****] Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/23/2022 10:11:52 AM Viewed: 5/23/2022 11:25:04 AM Signed: 5/23/2022 11:25:29 AM
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Paulo Gasparo [*****] DIRECTOR Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/23/2022 11:25:32 AM Viewed: 5/23/2022 11:31:47 AM Signed: 5/23/2022 11:32:04 AM
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Tiago Cabral [*****] Commercial Services Officer Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/23/2022 11:25:32 AM Viewed: 5/23/2022 11:29:07 AM Signed: 5/23/2022 11:29:19 AM
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Valdeni Rodrigues de Novaes [*****] CEO Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/23/2022 11:25:32 AM Viewed: 5/23/2022 11:26:04 AM Signed: 5/23/2022 11:26:41 AM
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Signer Events	Signature	Timestamp
Artur Gaulke Schunck [*****] Chief Financial Officer Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Signed through URL link sent to Using IP Address: [*****] [*****]	Sent: 5/23/2022 11:32:07 AM Viewed: 5/23/2022 11:46:04 AM Signed: 5/23/2022 11:46:10 AM
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Leandro Roberto Rodrigues [*****]Treasury Officer Pagseguro Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-set style Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/23/2022 11:32:07 AM Viewed: 5/23/2022 11:33:32 AM Signed: 5/23/2022 11:33:42 AM
Electronic Record and Signature Disclosure: Accepted: 3/9/2020 11:29:35 AM ID: ac22b8b7-eedc-429b-bf34-d62fde41d54f		
Renato Bertozzo Duarte [*****] HEAD OF UNIVERSO ONLINE LEGAL DEPARTMENT Security Level: E-mail, Account Authentication (None)	 Signature adoption: Signature image loaded Signed through URL link sent to [*****] Using IP Address: [*****]	Sent: 5/23/2022 11:32:08 AM Viewed: 5/23/2022 11:34:47 AM Signed: 5/23/2022 11:34:55 AM
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Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
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Signature completed	Security checked	5/23/2022 11:34:55 AM
Completed	Security checked	5/23/2022 11:46:10 AM
Payment Events	**Status**	**Timestamp**
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CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORDS AND SIGNATURE DISCLOSURES

Electronic Record and Signature Disclosure

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us thereafter that you want to receive notices and disclosures only in paper format. The procedure to inform us of your decision to receive future notices and disclosures in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and provide services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of receipt of such paper notices or disclosures. To let us know that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signature page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive notices and consents electronically from us or to electronically sign documents sent by us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will electronically send you through the DocuSign system all required notices, disclosures, authorizations, acknowledgments, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you using the same method and to the same address you have informed us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, let us know as described below. Also see the paragraph immediately above that describes the consequences if you elect not to receive notices and disclosures electronically from us.

How to contact us:

You may contact us to let us know of your changes on how we should contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically, as provided below: To contact us by email send messages to:

To inform of your new e-mail address:

To let us know of a change in your e-mail address to which we should send notices and disclosures electronically to you, you must send us an e-mail and provide: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your e-mail address.

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(i) refuse to sign a document in your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent; or you may

(ii) send us an e-mail and provide your e-mail address full name, Brazil Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer to process.

Required hardware and software:**

(i) Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS®

(ii) Browsers: Latest versions Internet Explorer® 6.0 or above (only Windows); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (only Mac)

(iii) PDF readers: Acrobat® or similar software may be required to view and print PDF files.

(iv) Screen Resolution: 800 x 600 minimum

(v) Enabled Security Settings: Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically:

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please make sure you read this electronic disclosure and are able to print on paper or electronically save this page for your future reference and access or are able to e-mail this disclosure and consent to an e-mail address in which you will be able to print on paper or save this page for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format under the terms and conditions described above, let us know by clicking the "I agree" button below.

By checking the "I agree" box, I confirm that:

(i) I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORDS AND CONSUMER SIGNATURE DISCLOSURES; and

(ii) I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and (iii) Until or unless I notify as described above, I consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by during the course of my relationship with you.

REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

14TH AMENDMENT TO THE EQUIPMENT SUPPLY AGREEMENT
Entered into on June 26, 2014.

NET+PHONE TELECOMUNICAÇÕES LTDA., limited liability company, headquartered at Avenida Caminho do Mar, No. 3.115, Bloco C, Pavimento Superior, Parte A, City of São Bernardo do Campo, State of São Paulo, enrolled with the National Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. [*****], herein represented pursuant to its Bylaws, hereinafter referred to as "CLIENT 1";

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A., corporation, headquartered at Avenida Brigadeiro Faria Lima, 1384, 4th floor, Parte A, City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "CLIENT 2", and jointly with CLIENT 1, as "CLIENTS";

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA. limited liability company, headquartered at Rua Santa Mônica, No. 281, Bloco A, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "TRANSIRE SERVIÇOS"; and

TEC TOY S.A., corporation, headquartered at Avenida Buriti, 3.149, Distrito Industrial I, City of Manaus, State of Amazonas, Postal Code 69075-000, enrolled with CNPJ/MF under No. [*****], with branches (i) at Rua Santa Mônica, 281, Bloco D, Parque Industrial San Jose, City of Cotia, State of São Paulo, Postal Code 06715-865, enrolled with CNPJ/MF under No. [*****], and (ii) at Avenida Ministro Mario Andreazza, nº 4.120, Galpão A, Distrito Industrial I, city of Manaus, State of Amazonas, Postal Code 06975-830, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "TEC TOY".

VICTUM SERVIÇOS S.A., private corporation, headquartered at Rua Santa Mônica, No. 281, Bloco E, Parque Industrial San José, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "VICTUM".

TRANSIRE SERVIÇOS, TECTOY and VICTUM are jointly referred to as SERVICE PROVIDERS or SUPPLIERS.

CLIENT 1, CLIENT 2, TRANSIRE SERVIÇOS, TEC TOY and VICTUM are hereinafter individually referred to as "Party" and jointly as "Parties".

WHEREAS:

(i) The Parties executed the Equipment Supply Agreement ("Agreement") as of June 26, 2014, with subsequent amendments on October 21, 2014, July 3, 2015, October 8, 2015, May 20, 2016, December 9, 2016, February 6, 2017, August 25, 2017; November 5, 2019; October 1, 2020; July 20, 2021; March 18, 2022; May 16, 2022; and May 23, 2022;

(ii) The Parties wish to adjust the warranty period associated to the batteries of Equipment sold by the SUPPLIERS; and

(iii) The Parties hereby agree to include additional obligations to the SUPPLIERS concerning the Equipment discontinuance.

The Parties have decided to enter into this 14th Amendment to the Equipment Supply Agreement ("Amendment"), pursuant to the following terms and conditions:

1. AMENDMENTS

1.1. The Parties agree to change the warranty period offered by the SUPPLIERS in relation to the batteries of the Equipment sold by the SUPPLIERS, which becomes effective according to the following terms:

1.1.1. For all Equipment Models, the battery's warranty shall be of [*****], from the battery's manufacture date, noting that said date/information is displayed in the battery, except in cases where misuse is identified, upon expert's report evidence.

1.1.2. For S920 equipment purchased by the CLIENTS with Hallei battery, the PARTIES agree that once the Equipment is sent to the Repair Center, it may not be returned with that type of battery, and the SUPPLIERS shall choose the battery brand to be used as replacement.

1.2. The Parties agree that the new terms established above shall be effective and applicable to all Equipment sold by the SUPPLIERS as of January 1st, 2022, and the SUPPLIERS are prohibited from delivering new equipment with rechargeable batteries manufactured over [*****] prior.

1.2.1. For Equipment sold before January 1st, 2022, the Parties agree that the warranty period of the batteries shall begin as of the date of manufacture printed in the battery, subject to the terms established in sections 1.1.1 and 1.1.2 above.

1.3. The Parties agree that new Equipment purchased by the CLIENTS must not include batteries with manufacture date prior to [*****].

1.4. In conclusion, the Parties agree to include section 3.2 and its sub-sections 3.2.1 and 3.2.2, referring to the additional obligations of the SUPPLIERS in relation to the discontinuance of Equipment, which shall be effective with the following wording:

"3.2. Throughout the effectiveness hereof, the SUPPLIERS shall ensure the continuity of manufacturing and provision of the EQUIPMENT models subject matter of the supply herein contracted to the CLIENTS, without any changes to its characteristics and/or characteristics of any of its internal parts, such as modem, antenna, display, battery, processors and memories, among other items.

3.2.1. The discontinuance of the manufacturing and/or the provision of any EQUIPMENT model, whose provision is contracted herein, as well as the change to any of its characteristics and/or internal parts, shall be subject to prior notice sent to the CLIENTS at least [*****] *in advance, and in that circumstance the SUPPLIER undertakes:*

(i) to fully bear (a) [*****]to (b) [*****];

(i.i) [*****].

(ii) to keep and provide the CLIENTS with incremental inventory of EQUIPMENT of the discontinued model or whose characteristics and/or internal parts are changed, ensuring the continuity of provision of said EQUIPMENT to the CLIENTS for at least [*****] *days and until the new model is made available for delivery, with all certification mentioned above and in compliance with all other conditions provided herein.*

(iii) [*****]."

2. RETROACTIVITY

2.1. This Amendment Instrument is executed on the date hereof, however, its effects shall relate back to the date of January 1, 2022, when the Parties had oral understandings concerning its purpose.

3. RATIFICATION

3.1. The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this Instrument shall remain unchanged and fully effective.

In witness whereof, the Parties execute this instrument in the electronic form, and such Parties, together with their Witnesses, acknowledge that electronic, digital, and computerized signatures are valid and fully effective, constituting instrument enforceable out-of-court for all legal purposes, even if it such signatures or certifications are not under ICP-Brazil standards, pursuant to the provisions in paragraphs of Article 10 of the Provisional Presidential Decree No. 2,200/2001 in force in Brazil.

Therefore, this Agreement, as well as the Proposals, their exhibits and amendments may be executed through such means.

São Paulo, September 27, 2022.

NET+PHONE TELECOMUNICAÇÕES LTDA.	**PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.**
TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA.	**TEC TOY S.A.**
VICTUM SERVIÇOS S.A.	

Witnesses:

1. _____	2. _____
Name:	Name:
CPF:	CPF:

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Completion Certificate		
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AutoNav: Enabled		Av. Brigadeiro Faria Lima, 1.384
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Signer Events	Signature	Timestamp
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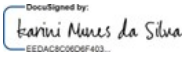
Cleber Reynaldo de Camargo [*****] Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 9/29/2022 7:27:45 AM Resent 9/29/2022 8:01:24 AM Viewed: 9/29/2022 8:03:29 AM Signed: 9/29/2022 8:03:36 AM
Electronic Record and Signature Disclosure: Accepted: 11/11/2020 10:51:59 AM ID: 1238f001-ee66-4f53-a6d9-2433419d9dc3		
Karini Nunes da Silva [*****] Paralegal UNIVERSO ONLINE SA Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 9/29/2022 7:27:45 AM Viewed: 9/29/2022 7:29:16 AM Signed: 9/29/2022 7:29:26 AM
Electronic Record and Signature Disclosure: Not offered via DocuSign		

Signer Events	Signature	Timestamp
Igor Nunes Dourado de Carvalho [*****] Lawyer Security Level: E-mail, Account Authentication (None)	DocuSigned by: 002EBA225F74461... Signature established by: Pre-set style Using IP Address: [*****]	Sent: 9/29/2022 8:03:44 AM Resent 9/29/2022 8:04:13 AM Resent 9/29/2022 8:04:16 AM Resent 9/29/2022 5:36:03 PM Viewed: 9/30/2022 4:01:16 AM Signed: 9/30/2022 4:09:43 AM
Electronic Record and Signature Disclosure: Accepted: 8/31/2020 6:19:19 AM ID: 31033af2-987e-47f9-adc5-9f0d2dfa7176		
Valdeni Rodrigues de Novaes [*****] CEO Security Level: E-mail, Account Authentication (None)	DocuSigned by: DB124387FBC24A7... Signature established by: Pre-set style Using IP Address: [*****]	Sent: 9/30/2022 4:09:49 AM Viewed: 9/30/2022 6:07:44 AM Signed: 9/30/2022 6:08:03 AM
Electronic Record and Signature Disclosure: Accepted: 9/30/2022 6:07:44 AM ID: 6876d022-ca41-40f4-bc3c-3b5b63d43312		
Pedro Luis Amaral Pedroso [*****] Security Level: E-mail, Account Authentication (None)	DocuSigned by: 0FE35DA365F447C... Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 9/30/2022 6:08:10 AM Resent 9/30/2022 7:01:02 AM Resent 9/30/2022 11:09:57 AM Viewed: 9/30/2022 11:10:56 AM Signed: 9/30/2022 11:11:20 AM
Electronic Record and Signature Disclosure: Accepted: 9/30/2022 9:34:29 AM ID: 56362e5a-2734-433c-894f-b22f5684b8f5		

Signer Events	Signature	Timestamp
Tiago Cabral [*****] Commercial Services Officer Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Using IP Address: [*****]	Sent: 9/30/2022 11:11:28 AM Resent 9/30/2022 11:18:46 AM Resent 9/30/2022 11:22:36 AM Resent 9/30/2022 11:45:16 AM Resent 9/30/2022 3:20:36 PM Resent 10/3/2022 12:54:55 PM Resent 10/4/2022 11:19:55 AM Resent 10/4/2022 3:38:42 PM Resent 10/4/2022 3:42:38 PM Resent 10/6/2022 8:08:25 AM Resent 10/6/2022 12:07:24 PM Resent 10/7/2022 11:16:53 AM Resent 10/10/2022 7:46:02 AM Resent 10/10/2022 8:37:44 AM Resent 10/10/2022 10:04:51 AM Resent 10/10/2022 10:58:51 AM Resent 10/10/2022 11:37:02 AM Resent 10/11/2022 11:30:45 AM Resent 10/11/2022 11:41:46 AM Resent 10/13/2022 3:11:26 AM Resent 10/13/2022 4:17:18 PM Resent 10/14/2022 8:09:52 AM Resent 10/14/2022 2:00:05 PM Resent 10/17/2022 8:18:16 AM Resent 10/17/2022 12:09:41 PM Resent 10/17/2022 3:47:51 PM Resent 10/18/2022 2:50:23 AM Resent 10/19/2022 2:20:09 PM Resent 10/19/2022 3:19:13 PM Resent 10/20/2022 11:35:15 AM Viewed: 10/21/2022 6:55:18 AM Signed: 10/21/2022 6:55:27 AM
Electronic Record and Signature Disclosure: Accepted: 8/14/2020 10:54:21 AM ID: 338646ed-b76b-4afa-9d52-db37c34f2730		
Flávio Gonçalves [*****] Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 10/21/2022 6:55:33 AM Resent 10/21/2022 2:01:43 PM Viewed: 10/21/2022 4:39:42 PM Signed: 10/21/2022 4:40:01 PM
Electronic Record and Signature Disclosure: Accepted: 10/21/2022 4:39:42 PM ID: b12ef038-2d6b-4a42-9e92-d1d877cd542e		

Signer Events	Signature	Timestamp
Artur Gaulke Schunck [*****] Chief Financial Officer Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/1/2021 3:19:10 AM ID: fa0c9073-addf-4780-b419-41a5b944e0e2	DocuSigned by: 67A9FA4BE32D493... Signature established by: Pre-set style Using IP Address: [*****]Signed using cellphone	Sent: 10/21/2022 4:40:09 PM Resent 10/21/2022 5:09:50 PM Viewed: 10/23/2022 2:49:09 PM Signed: 10/23/2022 2:49:23 PM
Leandro Roberto Rodrigues [*****] Treasury Officer Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/21/2022 5:01:03 PM ID: 3ef9696b-6300-418d-91f8-38768058d5d9	DocuSigned by: 709911AD02D145E... Signature established by: Pre-set style Using IP Address: [*****]Signed using cellphone	Sent: 10/21/2022 4:40:09 PM Viewed: 10/21/2022 5:01:03 PM Signed: 10/21/2022 5:01:31 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carlos Ficher [*****] Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/20/2022 5:30:21 AM ID: 57c9c5ca-fc86-433e-9cd5-2f6480a2cd7d	Copied	Sent: 10/23/2022 2:49:33 PM
Everton Rodrigues Dantas [*****] Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not offered via DocuSign	Copied	Sent: 10/23/2022 2:49:33 PM

Carbon Copy Events	Status	Timestamp
Renata da Silva [*****] Procurement Manager UOL - UNIVERSO ONLINE S/A Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/7/2020 10:03:51 AM ID: 5b66d5ae-f8db-4625-b318-8f0f0f287575	**Copied**	Sent: 10/23/2022 2:49:33 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamp
Envelope sent	Hashed/Encrypted	9/29/2022 7:12:31 AM
Certified delivery	Security checked	10/21/2022 5:01:03 PM
Signing complete	Security checked	10/21/2022 5:01:31 PM
Completed	Security checked	10/23/2022 2:49:33 PM

Payment Events	Status	Timestamp
Electronic Record and Signature Disclosure		

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Unless you tell us otherwise in accordance with the procedures described herein, we will electronically send you through the DocuSign system all required notices, disclosures, authorizations, acknowledgments, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you using the same method and to the same address you have informed us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, let us know as described below. Also see the paragraph immediately above that describes the consequences if you elect not to receive notices and disclosures electronically from us.

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Required hardware and software:**

(i) Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS®

(ii) Browsers: Latest versions Internet Explorer® 6.0 or above (only Windows); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (only Mac)

(iii) PDF readers: Acrobat® or similar software may be required to view and print PDF files.

(iv) Screen Resolution: 800 x 600 minimum

(v) Enabled Security Settings: Allow per session cookies

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To let us know of a change in your e-mail address to which we should send notices and disclosures electronically to you, you must send us an e-mail to [*****] providing: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your e-mail address. We do not require any other information from you to change your email address.

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(iv) Screen Resolution: 800 x 600 minimum

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Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****]

15TH AMENDMENT TO THE EQUIPMENT SUPPLY AGREEMENT
Entered into on June 26, 2014.

NET+PHONE TELECOMUNICAÇÕES LTDA., limited liability company, headquartered at Avenida Caminho do Mar, No. 3.115, Bloco C, Pavimento Superior, Parte A, City of São Bernardo do Campo, State of São Paulo, enrolled with the National Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. [*****], herein represented pursuant to its Bylaws, hereinafter referred to as "CLIENT 1";

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A., corporation, headquartered at Avenida Brigadeiro Faria Lima, 1384, 4th floor, Parte A, City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "CLIENT 2", and jointly with CLIENT 1, as "CLIENTS";

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA., limited liability company, headquartered at Rua Santa Mônica, No. 281, Bloco A, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "TRANSIRE SERVIÇOS"; and

TEC TOY S.A., corporation, headquartered at Avenida Ministro Mario Andreazza, 4,120, Distrito Industrial I, City of Manaus, State of Amazonas, Postal Code 69075-830, enrolled with CNPJ/MF under No. 22.770.366/0001-82, with branch at Rua Santa Mônica, 281, Bloco D, Parque Industrial San Jose, City of Cotia, State of São Paulo, Postal Code 06715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "TEC TOY".

VICTUM SERVIÇOS S.A., private corporation, headquartered at Rua Santa Mônica, No. 281, Bloco E, Parque Industrial San José, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "VICTUM".

TRANSIRE SERVIÇOS, TECTOY and VICTUM are jointly referred to as SERVICE PROVIDERS or SUPPLIERS.

CLIENT 1, CLIENT 2, TRANSIRE SERVIÇOS, TEC TOY and VICTUM are hereinafter individually referred to as "Party" and jointly as "Parties".

Whereas:

(i) The Parties executed the Equipment Supply Agreement ("Agreement") as of June 26, 2014, with subsequent amendments on October 21, 2014; July 3, 2015; October 8, 2015; May 20, 2016; December 9, 2016; February 6, 2017; August 25, 2017; November 5, 2019; October 1, 2020; July 20, 2021; March 18, 2022; May 16, 2022; May 23, 2022; and September 27, 2022; and

(ii) The Parties wish to include the provision of services, by the SUPPLIERS, application package update and change of key.

The Parties hereby have decided to enter into this 15th Amendment to the Equipment Supply Agreement ("Amendment Instrument), pursuant to the following terms and conditions:

1. AMENDMENTS

1.1. The Parties agree to include the services of application package update and change of key of the Equipment, which shall be provided by the SUPPLIERS to the CLIENTS, in compliance with the rules and terms set in the Agreement and Exhibit I, which shall become an integral and inseparable part of the Agreement.

1.2. Due to the new services mentioned above, the Parties agree that the CLIENTS shall pay the rates comprised in Exhibit I hereto, within the terms set in said Exhibit.

2. RETROACTIVITY

2.1. This Amendment Instrument is executed on the date hereof, however, its effects shall relate back to the date of September 1st, 2022, when the Parties had oral understandings concerning its purpose.

3. RATIFICATION

3.1. The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this Instrument shall remain unchanged and fully effective.

In witness whereof, the Parties execute this instrument in the electronic form, and such Parties, together with their Witnesses, acknowledge that electronic, digital, and computerized signatures are valid and fully effective, constituting instrument enforceable out-of-court for all legal purposes, even if it such signatures or certifications are not under ICP-Brazil standards, pursuant to the provisions in paragraphs of Article 10 of the Provisional Presidential Decree No. 2,200/2001 in force in Brazil. Therefore, this Agreement, as well as the Proposals, their exhibits and amendments may be executed through such means.

São Paulo, October 25, 2022.

NET+PHONE TELECOMUNICAÇÕES LTDA.	**PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.**
TRANSIRE COMÉRCIO E SERVIÇOS DE QUIPAMENTOS LTDA.	**TEC TOY S.A.**
VICTUM SERVIÇOS S.A.	

Witnesses:

1. _____	2. _____
Name:	Name:
CPF: [*****]	CPF [*****]

EXHIBIT I - SERVICES OF APPLICATION PACKAGE UPGRATE AND CHANGE OF EQUIPMENT KEY

1. Package, Warranty, Prices and Payment Method.

1.1. Package and key:
For each update request received from PagSeguro, the application package and keys must be provided so that we can properly carry out the update.

The application update is fully separated from the process of inserting secure keys, thus, the services are independent with separate costs and flows.

1.2. Warranty:
[*****]warranty.

1.3. Prices:

Model	PagSeguro Application Package Update	Key change
A50	R$ [*****]	R$ [*****]
A930	R$ [*****]	R$ [*****]
P2	R$ [*****]	R$ [*****]
D150	R$ [*****]	R$ [*****]
D175-BT	R$ [*****]	R$ [*****]
D180	R$ [*****]	R$ [*****]
D200	R$ [*****]	R$ [*****]
D177	R$ [*****]	R$ [*****]
D155-2G	R$ [*****]	R$ [*****]
D175-2G	R$ [*****]	R$ [*****]
D190-2G	R$ [*****]	R$ [*****]
D188-2G	R$ [*****]	R$ [*****]
D195-3G	R$ [*****]	R$ [*****]
S920	R$ [*****]	R$ [*****]
Q92	R$ [*****]	R$ [*****]
Q60	R$ [*****]	R$ [*****]
M30	R$ [*****]	R$ [*****]
SK800	R$ [*****]	R$ [*****]

Note: Reminder that none of the activities above refer to maintenance of terminals, as it is directly related to the application or keys.

1.4. Payment Method:
Conditions: Bank-issued invoice (boleto) for payment within [*****] after the invoice is issued. The billing (invoicing) shall be carried out by the company

VICTUM SERVIÇOS S.A.
Corporate Taxpayers' Registry # ("CNPJ"): [*****]
Rua Santa Mônica, 281, Bloco E, Parque Industrial San Jose, Cotia/SP, CEP 06715-865

Or

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA.
Corporate Taxpayers' Registry # ("CNPJ"): [*****]
Rua Santa Mônica, 281, Parque Industrial San Jose, Cotia/SP, CEP 06715-865

1.5. Price Adjustment:
The prices shall be adjusted on [*****].

REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

16TH AMENDMENT TO THE EQUIPMENT SUPPLY AGREEMENT
Entered into on June 26, 2014.

NET+PHONE TELECOMUNICAÇÕES LTDA., limited liability company, headquartered at Avenida Caminho do Mar, No. 3.115, Bloco C, Pavimento Superior, Parte A, City of São Bernardo do Campo, State of São Paulo, enrolled with the National Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter referred to as "CLIENT 1";

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A. (formerly known as **PAGSEGURO INTERNET S.A.**), corporation, headquartered at Avenida Brigadeiro Faria Lima, 1384, 4th floor, Parte A, City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "CLIENT 2", and jointly with CLIENT 1, as "CLIENTS";

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA. (formerly known as **PAX BR COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS DE INFORMÁTICA LTDA.**), limited liability company, headquartered at Rua Santa Mônica, No. 281, Bloco A, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "TRANSIRE SERVIÇOS"; and

TEC TOY S.A. (as the successor by merger of **TRANSIRE FABRICAÇÃO DE COMPONENTES ELETRÔNICOS S/A, CNPJ/MF**: [*****]) corporation, headquartered at Avenida Buriti, 3149, Distrito Industrial I, City of Manaus, State of Amazonas, Postal Code 69075-000, enrolled with CNPJ/MF under No. [*****], with branch at Rua Santa Mônica, 281, Bloco D, Parque Industrial San Jose, City of Cotia, State of São Paulo, CEP 06715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "TEC TOY". TRANSIRE SERVIÇOS and TEC TOY are jointly referred to simply as "SUPPLIERS".

CLIENT 1, CLIENT 2, TRANSIRE SERVIÇOS and TEC TOY are hereinafter jointly referred to as "Parties", and individually as "Party".

Whereas:

(i) The Parties entered into the Equipment Supply Agreement ("Agreement") on June 26, 2014, which was subsequently amended;

(ii) The Parties negotiated some conditions, and they wish to formalize through this instrument.

The Parties have decided to enter into this 16th Amendment to the Equipment Supply Agreement ("Amendment"), pursuant to the following terms and conditions:

1. PURPOSE

1.1. It is hereby agreed, as part of a negotiation carried out by the Parties, that the CLIENTS shall make an advance payment to the SUPPLIERS in the amount of [*****] ([*****]), within [*****]from its execution. That amount shall be [*****].

1.1.1. Upon the completion of the deliveries established in Exhibit I, the Parties undertake to assess the composition of the [*****].

1.1.2. [*****].

1.2. In conclusion, the CLIENTS undertake to purchase any types of equipment offered by the SUPPLIERS under the Agreement, such as POS/MPOS/Smart terminals, as from the full delivery of the equipment purchased by the CLIENTS in orders that have previously been executed, undertaking the total [*****] ([*****]).

2. GENERAL PROVISIONS

2.1. This Amendment constitutes the entire content of the understanding between the Parties, superseding any exchange of information, whether orally or by writing, by telephone, fax, email, letter, or similar mean, binding the Parties and their successors.

2.2. The Parties agree that no change to this Amendment, or the failure to exercise the rights provided herein by either Party, shall be considered as novation of any obligation or provision herein, except as otherwise agreed by the Parties.

In witness whereof, the Parties execute this instrument in the electronic form, and such Parties, together with their Witnesses, acknowledge that electronic, digital, and computerized signatures are valid and fully effective, constituting instrument enforceable out-of-court for all legal purposes, even if it such signatures or certifications are not under ICP-Brazil standards, pursuant to the provisions in paragraphs of Article 10 of the Provisional Presidential Decree No. 2,200/2001 in force in Brazil.

São Paulo, August 4, 2022.

NET+PHONE TELECOMUNICAÇÕES LTDA.

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA.

TEC TOY S.A.

Witnesses:

1. _____
Name:
CPF: [*****]

2. _____
Name:
CPF [*****]

EXHIBIT I

Model	Aug/22	Sep/22	Total	ORDER PRICE USD	PTAX	AMOUNT (R$)
[*****]	[*****]	[*****]	[*****]	[*****]	[*****]	[*****]
[*****]	[*****]		[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]	[*****]	[*****]	[*****]
Total	[*****]	[*****]	[*****]			

[A]	[B]	[A-B]		
Total Amount	**Total Paid**	**Discount Amount**		**(%) Discount**
[*****]	[*****]	[*****]		[*****]
[*****]	[*****]	[*****]		[*****]
[*****]	[*****]	[*****]		[*****]
[*****]	[*****]	[*****]		

REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

17TH AMENDMENT TO THE EQUIPMENT SUPPLY AGREEMENT

Entered into on June 26, 2014.

By this private instrument, the following Parties, on one side,

NET+PHONE TELECOMUNICAÇÕES LTDA., limited liability company, currently headquartered at Avenida Caminho do Mar, No. 3.115, Bloco C, Pavimento Superior, Parte A, City of São Bernardo do Campo, State of São Paulo, enrolled with the National Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. [*****], herein represented pursuant to its Bylaws, hereinafter referred to as "**CLIENT 1**";

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A., corporation, headquartered at Avenida Brigadeiro Faria Lima, 1384, 4th floor, Parte A, City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "**CLIENT 2**", and jointly with CLIENT 1, as "CLIENTS"; and, on the other side,

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA., limited liability company, headquartered at Rua Santa Mônica, No. 281, Bloco A, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "**TRANSIRE SERVIÇOS**";

TEC TOY S.A., corporation, headquartered at Avenida Buriti, 4,120, Distrito Industrial I, City of Manaus, State of Amazonas, Postal Code 69075-830, enrolled with CNPJ/MF under No. [*****], with branch at Rua Santa Mônica, 281, Bloco D, Parque Industrial San Jose, City of Cotia, State of São Paulo, Postal Code 06715865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "**TEC TOY**"; and

VICTUM SERVIÇOS S.A., private corporation, headquartered at Rua Santa Mônica, No. 281, Bloco E, Parque Industrial San José, City of Cotia, State of São Paulo, Postal Code 06.715-865, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Incorporation, hereinafter simply referred to as "**VICTUM**".

TRANSIRE SERVIÇOS, TECTOY and VICTUM are jointly referred to as **SERVICE PROVIDERS or SUPPLIERS**.

CLIENT 1, CLIENT 2, TRANSIRE SERVIÇOS, TEC TOY and VICTUM are hereinafter individually referred to as "Party" and jointly as "Parties".

Whereas:

(i) The Parties executed the Equipment Supply Agreement ("Agreement") as of June 26, 2014, with subsequent amendments on October 21, 2014; July 3, 2015; October 8, 2015; May 20, 2016; December 9, 2016; February 6, 2017; August 25, 2017; November 5, 2019; October 1, 2020; July 20, 2021; March 18, 2022; May 16, 2022; May 23, 2022 and September 27, 2022; October 25, 2022; and August 04, 2022;

(ii) The Parties wish to adjust the prices applied to the Equipment Maintenance Services included in the Agreement and previously mentioned in the 13th Amendment to the Equipment Supply Agreement.

The Parties have decided to enter into this 1**7th Amendment to the Equipment Supply Agreement ("Amendment")**, pursuant to the following terms and conditions:

1. AMENDMENTS

1.1. The Parties agree to adjust the prices charged for the Equipment maintenance services, replacing the chart in section 2.1 of Exhibit I of the Agreement, previously adjusted by the 13th Amendment to the Equipment Supply Agreement, with the chart below, in force for the Equipment models included below:

Equipment Model	Current Price (R$)	Adjustment Percentage (%)	Adjustment Amount (R$)	New Price (R$)
D150	[*****]	[*****]	[*****]	[*****]
D175	[*****]	[*****]	[*****]	[*****]
D180	[*****]	[*****]	[*****]	[*****]
D177	[*****]	[*****]	[*****]	[*****]
D200 WIFI	[*****]	[*****]	[*****]	[*****]
D188	[*****]	[*****]	[*****]	[*****]
Q60	[*****]	[*****]	[*****]	[*****]
P2	[*****]	[*****]	[*****]	[*****]
D190	[*****]	[*****]	[*****]	[*****]
D195	[*****]	[*****]	[*****]	[*****]
S920	[*****]	[*****]	[*****]	[*****]
Q92	[*****]	[*****]	[*****]	[*****]
A50	[*****]	[*****]	[*****]	[*****]
A930	[*****]	[*****]	[*****]	[*****]
A930 WITH CAMERA	[*****]	[*****]	[*****]	[*****]
D155	[*****]	[*****]	[*****]	[*****]

Assumptions:
- *[*****]warranty after maintenance only for Equipment or pursuant to specific terms agreed between the Parties;*
- *Repair period (SLA): As provided in the Agreement;*
- *The manufacturer shall bear all operational costs in the event of epidemic defect, provided that its responsibility is proven, otherwise, the CLIENT shall bear the costs.*
- *Billing within* [*****] *after the invoice is issued.*

1.1.1. For Equipment not mentioned in the chart above, it is kept the same price included in the 13th Amendment executed between the Parties as of May 23, 2022, and those prices shall be in force until the next negotiation by the Parties.

1.2 .The Parties agree that the Equipment repair/maintenance services may be delayed due to proven external factors outside the control of the **SUPPLIERS**, and in these events, no penalties are applicable to the **SUPPLIERS**.

1.3. Moreover, it is hereby agreed that the billing for the Equipment Maintenance services shall be performed by PAX BR COMERCIO E SERVIÇOS LTDA., and its information detailed below:

Corporate Name:	**TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA.**
Doing Business As:	TRANSIRE SERVIÇOS
Address:	Rua Santa Mônica, n° 281, Bloco A, City of Cotia, State of São Paulo, CEP 06.715-865
Phone:	[*****]
Corporate Taxpayers' Registry # ("CNPJ"):	[*****]
State Registry Enrollment:	[*****]

Corporate Name:	**VICTUM SERVIÇOS S.A.**
Address:	Rua Santa Mônica, n° 281, Bloco E, City of Cotia, State of São Paulo, CEP 06.715-865
Phone:	[*****]
Corporate Taxpayers' Registry # ("CNPJ"):	[*****]

1.4. In conclusion, the Parties reinforce that the deadline for Equipment repair by the **SUPPLIERS** is [*****]days, and, after that period, the **SUPPLIERS** undertake to purchase the Equipment whose maintenance/repair have not been completed, for the amount to be calculated as per shown below:

1.4.1. For equipment purchased by NETPHONE, the amount to be considered shall be subject to the following calculation: [*****];

1.4.2. For equipment purchased by PAGSEGURO, the amount to be considered shall be subject to the following calculation: [*****];

1.4.3. In all scenarios mentioned, the following procedure shall be adopted: [*****].

1. RATIFICATION

2.1. The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this Instrument shall remain unchanged and fully effective.

In witness whereof, the Parties execute this instrument in the electronic form, and such Parties, together with their Witnesses, acknowledge that electronic, digital, and computerized signatures are valid and fully effective, constituting instrument enforceable out-of-court for all legal purposes, even if it such signatures or certifications are not under ICP-Brazil standards, pursuant to the provisions in paragraphs of Article 10 of the Provisional Presidential Decree No. 2,200/2001 in force in Brazil.

Therefore, this Agreement, as well as the Proposals, their exhibits and amendments may be executed through such means.

São Paulo, December 29, 2022.

NET+PHONE TELECOMUNICAÇÕES LTDA.

NET+PHONE TELECOMUNICAÇÕES LTDA.

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

TRANSIRE COMÉRCIO E SERVIÇOS DE EQUIPAMENTOS LTDA.

TEC TOY S.A.

VICTUM SERVIÇOS S.A.

Witnesses:

1. _____
Name: CLAYTON XAVIER RIBEIRO

CPF: [*****]

2. _____
Name: JULIETE CORREIA

CPF [*****]

INSTRUMENT FOR DOMICILE INSTITUTION PARTICIPATION IN PAYMENT ARRANGEMENT

This INSTRUMENT FOR DOMICILE INSTITUTION PARTICIPATION IN PAYMENT ARRANGEMENT is entered into on NOVEMBER 17, 2021, between

MASTERCARD BRASIL SOLUÇÕES DE PAGAMENTO LTDA., limited liability company, headquartered in the City of São Paulo, State of São Paulo, at Avenida das Nações Unidas, nº 14.171, 20o andar, Crystal Tower, enrolled with the Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. 05.577.343/0001-37 ("MASTERCARD BRASIL"), herein represented by its undersigned legal representatives; and

BANCOSEGURO S.A., enrolled with the CNPJ/MF under No. 10.264.663/0001-77, ("PARTICIPATING INSTITUTION"), as financial institution or payment institution performing activities at the domicile institution, pursuant to Brazilian Central Bank Circular No. 3.682 of November 4, 2013, herein represented by its undersigned legal representatives, MASTERCARD BRASIL and PARTICIPATING INSTITUTION, hereinafter jointly referred to as "Parties" and individually as "Party".

WHEREAS

i) MASTERCARD BRASIL is an open payment arrangement settlor, with the Mastercard payment arrangements ("Payment Arrangement) duly authorized by the Brazilian Central Bank, pursuant to publication in the Federal Official Journal No. 89 of 05/12/2020 with rules set forth in the Mastercard Payment Arrangement Rules ("Rules") and referenced by it;

ii) the PARTICIPATING INSTITUTION wishes to participate, as Domicile Institution of the payment arrangement settled by MASTERCARD BRASIL, undertaking to comply with the provisions in the Payment Arrangement, especially as to its Chapter XI, as well as with this Instrument of Participation.

THEREFORE, the Parties decided to enter into this INSTRUMENT FOR DOMICILE INSTITUTION PARTICIPATION IN PAYMENT ARRANGEMENT ("INSTRUMENT OF PARTICIPATION"), according to the following conditions:

1. The PARTICIPATING INSTITUTION represents that:

(i) it is a financial institution or payment institution with a deposit or payment account chosen by the recipient end user, for ordinary credit of the recipient end user's receivables authorized within the Payment Arrangements;

(ii) it has broad and full knowledge on all the Brazilian laws and regulation in force governing the domicile institution activities under the payment arrangements;

(iii) it has full access, directly or through a settlement institution to the central settlement system of the Interbank Payment Chamber ("CIP"); and (ii) it is capable of complying with the terms for credit of Transactions' funds to the recipient end user, pursuant to this Instrument of Participation and the Rules.

2. The PARTICIPATING INSTITUTION, after receiving the Rules, undertakes to read and comply with all of its terms, agreeing with all of its clauses and conditions, and undertaking to faithfully perform its duties and obligations as Domicile Institution, especially, but not limited to, the obligations provided in Chapter XI, Section IV, as provided in the Rules and the applicable Brazilian legislation and regulation.

3. The PARTICIPATING INSTITUTION agrees that it must perform the credit of the amounts due to the recipient end users from the Transactions performed within the Payment Arrangements, in the accounts indicated by them, at the date of the financial settlement at the Interbank Payment Chamber (CIP), within reasonable time to allow for the funds credited by the Institution to be available for use and/or transaction by the recipient end user at the same financial settlement date at CIP.

3.1. The non-compliance with the term provided herein shall subject the Institution to the payment of Non-Compliance Charges and other penalties provided in Chapter XIX of the Rules in the event of breach of rules applicable to the participants of the Payment Arrangements.

4. Subject to the provisions related to termination set forth in this Instrument of Participation and in the provisions of the Rules applicable to the Institution, this Instrument of Participation shall be in force indefinitely, becoming effective on the date hereof, unless:

(i) any of the parties notifies the other party in writing, at least ninety (90) days before, about its intent to terminate this Instrument of Participation, with no motive required; in said case, in the event there is any debit or non-compliance by the PARTICIPATING INSTITUTION, assessed by MASTERCARD BRASIL, the PARTICIPATING INSTITUTION must perform and remedy its obligations within thirty (30) days of said notice, before MASTERCARD BRASIL;

(ii) by mutual and prior agreement between the Parties, through the execution of a mutual rescission, pursuant to the law;

(iii) without prejudice to the provisions in Section 12.2 below, due to breach of any clauses or conditions of this Instrument of Participation or the Rules, which is not remedied within thirty (30) days from the submission of the notice by the non-breaching party to the breaching party in this regard, unless other procedure is not included in the Rules, except for the express cases of act of God or force majeure provided by law; and

(iv) without prejudice to the provisions in Section 12.2 below, if the PARTICIPATING INSTITUTION does not keep its diligence standards sufficient for the compliance with the Rules and other rules established by the Brazilian National Monetary Council, the Brazilian Central Bank and/or competent authority.

5. During the effectiveness of this Instrument of Participation, MASTERCARD BRASIL and the PARTICIPATING INSTITUTION must comply with all applicable laws, norms, regulation, instructions and requirements of international, federal, state, regional and local governmental authorities that are somehow related to the privacy, confidentiality or security of personal information.

6. The PARTICIPATING INSTITUTION agrees that MASTERCARD BRASIL may assign or sub-license this Term of Participation to any direct or indirect subsidiary or affiliate of Mastercard (provided that according to legislation and regulation in force).

The PARTICIPATING INSTITUTION must not sell, sub-license, assign or in any way transfer any of its rights provided herein, whether through sale, consolidation, merger, amalgamation, by force of law or in any other form, without the express written consent from MASTERCARD BRASIL. This Instrument of Participation shall have a binding effect upon the successors and assignees of the Institution.

7. The Parties agree that any indemnification due from one another shall be carried out exclusively and solely under Section V, Chapter XIII of the Rules, hereby representing that they are aware of its content.

8. The forbearance of any Party shall not result in waiver, forgiveness, novation or change to the clauses agreed herein, as well as the release from complying with the provisions herein or with the right of requiring the full enforcement of each obligation established herein in the future.

9. This Instrument of Participation constitutes the entire agreement between the PARTICIPATING INSTITUTION and MASTERCARD BRASIL with regard to the subject matter hereof, and supersedes any other prior agreements or representations, whether made orally or in writing.

10. No provision herein shall be construed in a way to bind the Parties in a relationship of partners, associates, consortium, borrowers, joint ventures or joint and several liability or subsidiary, thus as no Party shall have the right to provide guarantee nor to make representations on behalf of the other Party, undertaking or binding the other Party except as agreed herein.

11. If any provision included herein becomes null, illegal or unenforceable, the enforceability of the remaining provisions shall not be affected or hindered. The provision that was considered null, illegal or unenforceable shall be, as provided by law, replaced by another valid, legal and/or enforceable provision that will produce effects similar to the provision it is replacing.

12. The PARTICIPATING INSTITUTION shall attest to MASTERCARD BRASIL, on an annual basis, that all conditions and obligations attributed to the Domicile Institution provided in this Instrument of Participation and the Rules are being duly complied.

MASTERCARD BRASIL will have the right, at its own expenses and at any time during the effective term of this Instrument of Participation, to perform financial and operational audits at the PARTICIPATING INSTITUTION, with the sole purpose of assessing the compliance with this Instrument of Participation, and the Institution must provide support and cooperate with said audits.

12.1. MASTERCARD BRASIL may, based on the results of the audits provided in Section 12, require the remedial measures to ensure the compliance with the obligations of the PARTICIPATING INSTITUTION, as provided in this Instrument of Participation, in the Rules and/or by applicable law and regulation.

12.2. If the remedial measures are not implemented within the terms agreed between the parties, MASTERCARD BRASIL may, at its sole discretion, determine the temporary interruption of the PARTICIPATING INSTITUTION's activities, and if the non-compliance persists, MASTERCARD BRASIL may terminate this Instrument of Participation pursuant to Section 4(iii).

13. Except for changes resulted from modifications in the Payment Arrangement Rules, any change of the provisions agreed herein shall be previously notified to the PARTICIPATING INSTITUTION at least thirty (30) days before its implementation, by physical or electronic means.

14. The conditions of this Instrument of Participation shall be valid for the Parties' successors.

15. All and any questions with regard to the interpretation, effectiveness and validity of this Instrument of Participation, as well as to the Parties' rights and obligations, shall be solved within the Brazilian laws, without taking into consideration its provisions related to governing laws. The parties hereby elect the courts of the Judicial District of São Paulo, State of São Paulo, as the single court to settle any disputes, or to clarify any clauses or questions that may arise out of this Instrument of Participation and which are not amicably resolved, to the express waiver of any other, however privileged it may be.

16. In the event of any conflict between this Instrument of Participation and the provisions in the Rules, the provisions in the Rules shall prevail.

17. Capitalized terms herein that have not been defined in this instrument shall have their meaning set forth in the Rules.

18. The Parties agree that this Instrument of Participation may be electronically signed, pursuant to legislation in force, provided that all legal requirements for said signature are met, and the Parties represent, for all and any legal purposes, that they are aware and have agreed to electronically execute this Instrument of Participation using electronic signature.

The PARTICIPATING INSTITUTION represents to have fully read, understood and agreed with this Instrument of Participation and the Rules, and hereby confirms its acceptance and adherence to the Instrument of Participation and the Rules with the signatures below.

São Paulo, November 17, 2021

ARTUR GAULKE SCHUNCK

ARTUR GAULKE SCHUNCK (Nov 21, 2021 06:33 GMT-3)

BANCOSEGURO S.A.,
ARTUR GAULKE SCHUNCK
CFO

LEANDRO ROBERTO RODRIGUES

LEANDRO ROBERTO RODRIGUES (Nov 22, 2021 09:23 GMT-3)

BANCOSEGURO S.A.,
LEANDRO ROBERTO RODRIGUES
Treasury Director

This Instrument of Participation has been pre-approved by the Legal Department of Mastercard
to be used without changes to its terms and conditions

Banco Seguro - Instrument of Participation - Domicile Institution

Final Audit Report 2021-11-22

Created:	11/17/2021
By:	Samuel Baldavira (samuel.baldavira@mastercard.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjlvlOFYVzGXRVelCve7DaHjiFPMWNTuz

“Banco Seguro - Instrument of Participation - Domicile Institution” History

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mastercard

VISA DO BRASIL PARTICIPATION AGREEMENT
DOMICILE INSTITUTION

[All pages of the agreement initialed via DocuSign]

1 - Corporate Name:
BancoSeguro S.A

2 - Trade Name:
BancoSeguro

3 - Address (main headquarters):
Av Brig. Faria Lima, 1384 4º Andar- Jardim Paulistano

4 - Corporate Taxpayers' Registry of the Ministry of Finance - CNPJ/MF:
10.264.663/0001-77

5 - City/State:
São Paulo

6 - CEP (Postal Code):
01451-001

7 - Telephone (with area code/DDD):
[*****]

8 - Person in charge of commercial contact: Carlos Fernando Ferreira de Souza

9 - Commercial contact email: cfernando@pagseguro.com

10 - Position/Area of the commercial contact: Officer / Products

11 - Company organized and in operation under the laws of (State or country of organization):
Brazil

Summary of the business, with a detailed description of applicant

12 - Corporate purpose:
Domicile Institution modality Multiple Bank duly authorized by the Central Bank of Brazil.

13 - Payment Volume in 12 months:

( ) From [*****]
( ) From [*****]
(X) Over R$ 499,999,999.99

14 - Applicant's corporate structure and its economic group, with specification of ownership interest:

Full Name	CPF/CNPJ	Interest (%)
BS HOLDING FINANCEIRA LTDA.	[*****]	100%

15 - Statements and documents (Exhibit) evidencing that all Bylaws-appointed Officers, as well as the managers responsible for Governance - risk, compliance, Transactions and IT systems, financing -, have experience of at least five (5) years in their respective duties, and that Applicant's Board of Directors has sufficient knowledge about the business proposal, including aspects related to the market dynamics, considering risk management.

16 - List of the total capital composition and loans:
We do not have loans

17 - Market opportunities justifying the business:
Consolidation of domicile to receipt sales originated in credit and debit card and collection of credit generated with guarantee on receivables.

18 - Specify the activities and services currently provided by applicant or to be provided in the next five (5) years:
Services of Domicile Institution, credit, investment, insurance, among others.

19 - Geographic Market:

(X) Northern Region
(X) Northeastern Region
(X) Midwestern Region
(X) Southeastern Region
(X) Southern Region

20 – Client Profile:
Mostly long tail, with majority of CPF (Individual Taxpayers' Register) with income lower than R$ 2,500.00/month, but with participation in the retail portfolios and companies with revenue lower than R$ 500,000.00/month

21 - Technology to be adopted, for instance, POS, M-POS, electronic commerce, among others, and, if applicable, the specific/innovative technology:

(X) YES
( ) NO

22 - Additional services (for instance, if the company supplies services like Payment/account reconciliation, inventory control for electronic commerce companies; credit line for working capital bound to sales):
Reconciliation, credit, investment, account payment, transfers, among others.

Prevention against money laundering (PLD) and terrorism financing (FT)

23 - Does your institution have policies and/or procedures aimed at preventing money laundering and terrorism financing?

(X) YES

( ) NO

24 - Is there an executive responsible for Compliance and PLD/FT?

(X) YES

Full Name: Rogério Goulart

Title: Compliance Officer

Email: goulart@pagseguro.com

Telephone: [*****]

( ) NO

Justification:

25 - Is there an independent review (internal or external audit or internal controls report) including the PLD/FT policies and/or procedures?

(X) YES

( ) NO

26 – KYC (Know your Client) Yes

27 – KYE (Know your Employee) Yes

28 – Transaction Monitoring Yes

Risks and Fraud Prevention

29 - Do you have a Risks and/or fraud prevention area?

(X) YES

( ) NO

30 - How many people are part of the Risk team?

There are [*****] workers.

31 - Are there plans for team training?

(X) YES

( ) NO

32 - Do you have a fraud monitoring and prevention tool?

(X) YES - WHICH ONE: Pulse (Feedzai) and Falcon (FICO)

( ) NO

33 - Does your tool allow you to deny a request or purchase from a merchant before the transaction is submitted for capture/authorization?

(X) YES

( ) NO

34 - Do you have fraud indexes?

(X) YES

( ) NO

35 - Monthly follow-up on quantity and amounts of frauds and withdrawal/cancellations vs quantity and amount of sales (total and per commercial establishment)?

(X) YES

( ) NO

36 - Follow-up on quantity and amounts of chargeback vs quantity and amount of sales (total and per commercial establishment)?

(X) YES

( ) NO

37 - Do you have PCI-DSS certification?

(x) YES

Issued by which QSA? Cipher

What is the expiration date? June 30, 2022

( ) NO – Justification:

38 **- Do you have a validation policy (KYC) for new commercial establishments? Do you rely on outsourced companies for the analyses to validate new commercial establishments? Explain the capture and activation flow for new commercial establishments, stating the controls and verifications (CNPJ, CNAE, etc.) in each step, including third parties and service suppliers (i.e., bureaus, lists, etc.) operating in the flow.**

(X) YES Description:

Regarding the KYC carried out by the company, it is an automated process performed in PagSeguro's onboarding, where the client goes through validations, for instance, verification of status before the Federal Revenue Office (CPF and CNPJ), opening of the ownership structure of the Legal Entity accounts via Burea.

( ) NO

39 **- Do you have a risk policy in order to allow/forbid operation fields (MCC) in your business? Which ones are forbidden?**

(X) YES - Which ones:

MCCs= 7995(Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks), 7801(Government-Licensed online casinos (online gambling)[Specific Countries]) and 7802(Government-Licensed horse/dog racing [Specific Countries])

( ) NO

40 **- Do you have a commerce cancellation policy? Describe the criteria supporting it.**

(X) YES - Description:

( ) NO

I/we hereby certify, as legal representative(s) of the Institution, and not personally, that: (i) I/we am/are responsible for drafting this document on behalf of Participant and that I/we employed due diligence to assess this information based on our records and data and that, to my/our best knowledge, the information included in this document is accurate and complete.

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[All pages of the agreement initialed via DocuSign]

Visa Payment Arrangements Participation Agreement
DOMICILE INSTITUTION

THIS PARTICIPATION AGREEMENT ("Agreement") is entered into between **VISA DO BRASIL EMPREENDIMENTOS LTDA.**, a company organized and in operation under the laws of Brazil, with its headquarters in São Paulo/SP, at Av. Pres. Juscelino Kubitschek, 1909/3º andar, Torre Norte, Brazil, enrolled in the CNPJ/MF under No. 31.551.765/0001-43 ("VISA") and

Applicant name (hereinafter named "Domicile Institution"): **BANCOSEGURO S.A**			
CNPJ: **10.264.663/0001-77**			
Address (main headquarters): Av Brig. Faria Lima, 1384 4º Andar- Jardim Paulistano			
City: São Paulo		State: São Paulo	
Country: Brazil		CEP: 01451-001	
Postal address (if different):			
City:		State:	
Country:		CEP:	
Phone:	Country code: 55	City/area code:	Number:
Organized and operating under the laws of Brazil			

1. The Domicile Institution wishes to provide payment services to the final user of authorized receipts, within the scope of payment arrangements instituted by VISA (respectively, the "Commercial Establishment" and the "Visa Payment Arrangements"), for credit to an at sight deposit account or the payment of choice of the Commercial Establishment (the "Services").

2. In order for VISA to agree and thus consent to the participation of Domicile Institution in its Payment Arrangements for the provision of Services to the Commercial Establishments, the Domicile Institution agrees with the following:

3. The Domicile Institution is the agent responsible for providing the Services to the Commercial Establishments registered by an Acquirer or a Payment Facilitator authorized to participate in the Visa Payment Arrangements. The Domicile Institution acknowledges and agrees that it shall only be entitled to provide Services to a Commercial Establishment as long as it is authorized by VISA to participate in the Visa Payment Arrangements, pursuant to this Agreement and in observance of the Visa Payment Arrangements Rules. The Domicile Institution acknowledges and agrees that it may not subcontract the Services, in whole or in part, except if prior and expressly approved in writing by VISA.

   a. The Domicile Institution represents to know and undertakes to comply with all rules applicable to the Services and the other domicile institution activities, as issued by the Central Bank of Brazil and by the Clearing and Settlement System appointed by VISA, pursuant to the Brazilian Payment System and the Visa Payment Arrangements Rules (the "Settlement System").

   b. In case it subcontracts any of its activities related to the Services, which shall be duly authorized by VISA, the Domicile Institution shall be fully liable for any acts of the subcontractors.

c. VISA shall include the name of the Domicile Institution in the list of domicile institutions authorized to participate in the Visa Payment Arrangements and thus provide the Services to the Commercial Establishments, and the Domicile Institution acknowledges that this list shall be published by Visa on its Internet webpage and/or any other means VISA deems sufficient to disclose such participation. VISA shall exclude the name of the Domicile Institution from such list in case it is no longer authorized to provide the Services to the Commercial Establishments. In this case, the Domicile Institution shall inform the Commercial Establishments, so they may timely hire another Domicile Institution authorized by VISA, if applicable. In such sense, the Domicile Institution acknowledges that it shall continue providing the Services to the Commercial Establishments for a term of forty-five (45) days, in order to allow a continuity solution that does not harm the Commercial Establishments ("Migration Period"). During the Migration Period, the terms of this Agreement shall remain in force.

4. The Domicile Institution agrees to notify VISA in writing, at least ninety (90) days in advance of the date of occurrence of an amendment to its articles of incorporation or changes to its activities or its financial and/or equity status, for instance, without limitation, the sale of all or essentially all assets of the operation, occurrence of an event of acquisition, consolidation, ownership change or financial or corporate restructuring at the Domicile Institution, and it also agrees to immediately present to VISA any information related to the foregoing which the latter may request. The Domicile Institution also agrees to immediately notify VISA in case of temporary special administration regime decree, intervention, extrajudicial liquidation, extinguishment, dissolution, insolvency, voluntary bankruptcy request, bankruptcy request not withdrawn within the legal term or bankruptcy decree for the Domicile Institution, as set forth in Law No. 6,024, of March 14, 1974, and in Law No. 11,101, of February 9, 2005, as applicable.

5. VISA's consent for the provision of the Services to the Commercial Establishments through participation in the Visa Payment Arrangements is conditioned to continuous compliance by the Domicile Institution with the terms of this Agreement and all obligations set forth in the rules part of the VISA Payment Arrangements Rules, as amended from time to time. The Domicile Institution acknowledges that it received a copy of the Visa Payment Arrangements Rules and represents to be aware and in agreement with such Rules. In such sense, in case of omission and/or contradiction between the terms of this Agreement and the Visa Payment Arrangements Rules, the terms of the latter shall prevail.

6. The Domicile Institution acknowledges that VISA has the right to carry out financial and procedural due diligence, as well as inspections in the Domicile Institution's facilities at any time, and the latter may also suspend the former's participation in the Visa Payment Arrangements in case VISA deems that the Domicile Institution is acting in disagreement with the applicable regulations, the Visa Payment Arrangements Rules, the best market practices, or also in a way that poses a threat to the reputation of VISA, the Issuers or the Acquirers participating in the Visa Payment Arrangements (the "Participants") or of the Commercial Establishments. In this case, Visa shall notify the Domicile Institution so it may, within fifteen (15) days, submit clarifications regarding the points indicated by Visa and, as applicable, an action plan to remedy them.

7. Upon provision of the Services to a Commercial Establishment within the scope of the Visa Payment Arrangements, the Domicile Institution shall observe the following, except if the Domicile Institution has entered into a Trademark License Agreement with Visa, under the terms and conditions specified in the Visa Payment Arrangements Rules:

   a. It shall not present itself or appear to be an Issuer or Acquirer in the Visa Payment Arrangements, as per the definitions in the Visa Payment Arrangements Rules. In case the Domicile Institution is also an Issuer or Acquirer, as per the specific participation agreement entered into with VISA, the Domicile Institution shall act so as to not cause any confusion regarding its performance as such or as a domicile institution;

b. It shall only use the marketing materials prior and expressly approved by VISA and the Commercial Establishment.

c. The Domicile Institution shall always follow the principle of good faith and it undertakes to adopt the best market practices if and when it deals with third parties on behalf of the Commercial Establishment

d. The Domicile Institution shall have a valid agreement with the Settlement System in order to provide the Services to the Commercial Establishments. The Domicile Institution's participation in the Visa Payment Arrangements is conditioned to the existence and effectiveness of this agreement and its continuous participation in the Settlement Systems.

e. Upon provision of the Services to a Commercial Establishment within the scope of the Visa Payment Arrangements, the Domicile Institution shall clearly disclose to third parties, as set forth in the Visa Payment Arrangements Rules, that it is operating as a provider of domicile institution services for said Commercial Establishment.

f. The Domicile Institution may not, in any way whatsoever, condition the provision of any other services to the Commercial Establishments to the hiring of the Services or vice-versa, and it shall adopt all necessary measures, including, without limitation, any measures requested by VISA, in order to assure that the hiring of the Services by the Commercial Establishment always occur without discrimination or any flaws, freely and sensibly.

8. The Domicile Institution represents and warrants that it shall credit to an account freely operated by the Commercial Establishments, within the term set forth by the Settlement System and VISA, whichever is shorter, the authorized financial funds within the scope of the Visa Payment Arrangements and settled through the Settlement System. The Domicile Institution acknowledges that the maximum term is the day of financial settlement in the Settlement System, in a timely manner, in order to allow the recipient of the Domicile Institution's credit to use the funds arising from the payment made on that same day.

a. The Domicile Institution shall keep VISA informed on any matters that may affect the Services provision or the timely credit to the Commercial Establishments, and it must submit, in case of issues, a remediation plan and schedule for VISA's approval.

b. In case the Domicile Institution fails to credit the financial resources to the Commercial Establishments within the term set forth in this Section 8, it may be fined by VISA in two percent (2%) of the late credits, per late day, and attributed respectively to each of the Commercial Establishments for which said term is being defaulted, without prejudice to its obligation to credit all funds to the Commercial Establishments ("Default Fine"). This penalty may be transferred by VISA to the Commercial Establishment affected by the default, as appraised by VISA.

9. The Domicile Institution is responsible for the accuracy of all information required by VISA and by the Settlement System in relation to the Services, the Commercial Establishments, transactions or other matters.

0. The Domicile Institution shall comply with all system availability and response time requirements set forth in the Visa Payment Arrangements Rules, specifically in relation to the domicile institutions or in relation to other Participants, as applicable.

1. Upon request of VISA, the Domicile Institution shall cooperate with any investigation, analysis or consultation related to the security, integrity, operation and/or use or access to the Visa Payment Arrangements or its obligations before VISA. The Domicile Institution shall cooperate and take any and all measures, whether corrective or not, required by VISA and/or by the Settlement System to correct any errors caused by the Domicile Institution.

2. The Domicile Institution shall keep records of all information and transactions for a minimum term of five (5) years after recording or receiving such information, except in case a longer term is required by the applicable regulations or by the Visa Payment Arrangement Rules.

3. The Domicile Institution shall pay VISA the fees and other financial obligations that may be attributed thereto as described in the Visa Payment Arrangements Rules.

13.1. As set forth in the Visa Payment Arrangements Rules, the Domicile Institution acknowledges that, in compliance with the Central Bank of Brazil's order, (i) no fees and/or other compensation may be set forth, agreed and/or charged between the Acquirers/Payment Facilitators and the Domicile Institutions, even if indirectly, (ii) it may not implement fees associated to its participation in the Visa Payment Arrangements that were not set forth in the Rules and (iii) it shall communicate Visa in advance of its intention to implement any fees, so Visa may, as per the regulations of the Brazilian Payment System, inform the Central Bank of Brazil.

4. The Domicile Institution's participation in the Visa Payment Arrangements is subject to the provisions of the Visa Payment Arrangements Rules that limit VISA's liability regarding the provision of the Services and any other personal or property damages, or other losses or damages that may be attributed to VISA.

5. The Domicile Institution agrees to indemnify the Participants, the Commercial Establishments and VISA for any and all actions, complaints, claims, losses, damages, fines, judicial or administrative proceedings, costs and/or expenses (including counsel fees) arising from any action or omission of the Domicile Institution in relation to the Services and its participation in the Visa Payment Arrangements, including, without limitation, the actions, complaints, losses, damages, fines, judicial or administrative proceedings, costs and expenses (including counsel fees) arising from the violation of rights, including trade secrets or property rights of the Participants or other third parties, as well as property damages incurred by the Participants or by the Commercial Establishments.

6. The Domicile Institution agrees to keep in confidentiality all information related to VISA's operation to which it has access and which VISA indicates as confidential or proprietary. The Domicile Institution shall not copy, disclose to third parties or use such confidential or proprietary information, except with VISA's prior written consent.

7. This Agreement shall become effective only after being executed by the Parties, and it shall so remain until it is terminated, as set forth in this Section 17. This Agreement shall be deemed fully terminated within ten (10) days as of the delivery to the Financial Institution by VISA of a written notice, describing the former's failure to comply with any of its obligations hereunder and under the Visa Payment Arrangements Rules, except if VISA, at its sole discretion, deems that such failure was corrected by the Domicile Institution within ten (10) days. In this case, the Domicile Institution shall immediately return to VISA all documents, materials and equipment received from the latter, including any copies thereof, for the provision of the Services. The Domicile Institution also agrees that, notwithstanding the termination of this Agreement, it shall keep as confidential and proprietary to Visa all information related to VISA's operations, as set forth in Section 16 above. The Domicile Institution agrees to observe the Migration Period, as described in Section 3 of this Agreement.

8. The Domicile Institution is irrevocably subject to the jurisdiction of the Federative Republic of Brazil and of the courts of the city of São Paulo, State of São Paulo, for all claims submitted by VISA or any other Participant or Commercial Establishments against the Domicile Institution in relation to the Services.

9. All notices and communications related to this Agreement shall only be deemed validly delivered if sent by registered mail or any other means with delivery evidence.

10. The Domicile Institution understands and acknowledges that this Agreement and the Visa Payment Arrangements Rules replace any previous agreement that may exist between the Domicile Institution and VISA in relation to the Services provision. The terms of this Agreement may not be amended or changed, except upon a written instrument executed by the Parties. The Domicile Institution understands and acknowledges that VISA may, at any time and at its sole discretion, change the features of the provision of domicile institution services, as described in the Visa Payment Arrangements Rules; in which case, VISA shall sent to the Domicile Institution a notice, thirty (30) days in advance, informing on such changes. The Domicile Institution may, within thirty (30) days as of the receipt of the notice, inform VISA of its disagreement with the changes made; in which case, this Agreement shall be deemed immediately terminated, except for the obligations of the Domicile Institution during the Migration Period, as described in Section 3 hereof.

11. The provisions of Sections 12, 15, 17, 18 and 19, among others which by their very nature ought to do so as well, shall survive the termination of this Agreement.

12. The terms starting in capitals in Agreement and not defined herein shall have the meanings ascribed thereto in the Visa Payment Arrangements Rules.

IN WITNESS WHEREOF, the Parties execute this Agreement in three (03) counterparts, on the dates stated below their respective signatures

VISA DO BRASIL EMPREENDIMENTOS LTDA
Name: Luciane Przybylski Lima
Title: Financial Planning Executive Officer
Date: December 08, 2021

BANCOSEGURO S.A.

1- Name: Artur Gaulke Schunck
Title: CFO
Date: November 30, 2021
[signature by DocuSign]

2- Name: Leandro Roberto Rodrigues
Title: Treasury Officer
Date: November 30, 2021
[signature by DocuSign]

Witness:
1 - Name: [*****]
ID RG: [*****]
[signature by DocuSign]

2- Name: [*****]
ID RG: [*****]
[signature by DocuSign]

[signatures from Alessandro Thuller and Edson Ortega by DocuSign]

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[JUCESP filing stamp dated February 15, 2021, number 0.108.516/21-0, with bar code]

BancoSeguro S.A.
State Registration (NIRE) 35300360516 | CNPJ 10.264.663/0001-77

MINUTES OF THE EXTRAORDINARY GENERAL MEETING
HELD ON NOVEMBER 30, 2020

DATE, TIME AND PLACE: November 30, 2020, at 9 a.m., in the registered office of BancoSeguro S.A. ("Company"), located at Avenida Brigadeiro Faria Lima, 1.384, 4º andar, parte D, Jardim Paulistano, CEP 01451-001, in the city of São Paulo, State of São Paulo.

CALL NOTICE AND ATTENDANCE: Call notice waived due to the attendance of shareholders representing the total and voting corporate capital of the Company, as per paragraph 4 of article 124 of Law No. 6,404/76 ("Corporation Law" or "LSA").

PRESIDING BOARD: Chairman: Artur Gaulke Schunck; Secretary: Renato Bertozzo Duarte.

AGENDA: To resolve on (i) the review of the Bylaws' Article 12, regarding the Ombudsman, in order to reflect new regulatory recommendations of the Central Bank of Brazil (National Monetary Council - CMN Resolution No. 4,860, of October 23, 2020); and (ii) the restatement of the Company's Bylaws.

RESOLUTIONS: Once the meeting has been instated, after discussing the agenda, the attending shareholder, representing the entire corporate capital of the Company, resolved on the following, without reservations:

(i) To approve the review of the Bylaws' Article 12, regarding the Ombudsman, in order to reflect new regulatory recommendations of the Central Bank of Brazil (CMN Resolution No. 4,860, of October 23, 2020), which shall now become effective with the following wording:

"Article 12. *The Company shall use the Ombudsman structure of PagSeguro Internet S.A. ("PagSeguro"), a payment institution enrolled in the CNPJ under No. 08.561.701/0001-01, under the rules set forth in Chapter V - Ombudsman, of PagSeguro's Bylaws.*

Paragraph 1. *In order to appoint, remove and establish the term of office of the Ombudsman, as well as to appoint the Officer responsible for the Ombudsman office, the criteria set forth in Chapter V - Ombudsman of PagSeguro's Bylaws shall apply, in compliance with the regulations of the National Monetary Council and of the Central Bank of Brazil.*

Paragraph 2. *The Ombudsman's purpose is to mediate conflicts which may cause issues, damages, inconvenience or deadlocks to the organization or its internal and external public, assuring the right to respond to statements in the shortest time possible and objectively.*

Paragraph 3. *The Ombudsman office may not be bound to an organizational component that constitutes conflict of interest or attributions, such as the products and services negotiation, internal audit management and compliance units.*

Paragraph 4. *The Ombudsman's purpose is as follows:*

(i) to ultimately meet the claims of clients that were not solved through the Company's primary service channels, with primary being deemed the usual service carried out in any service points or channels, including service provided through outsourced agent companies, pursuant to the regulations in force, and the Consumer Service Line (SAC); and

(ii) to act as a communication channel between the payment institution and its clients, including in conflict mediation.

Paragraph 5. *The Ombudsman's attributions encompass the following:*

(i) to service, record, instruct, analyze and give formal and proper treatment to demands from products and services clients;

(ii) to provide clarification to claimants regarding the progress of their demands, informing the expected response time; and

(iii)to submit the conclusive response to the demand within the expected time;

(iv)to keep the executive board of the Company and of the other companies sharing PagSeguro's Ombudsman informed on issues and deficiencies found in the performance of its duties and on the results of measures adopted by the institution's administrators to solve them.

Paragraph 6. *The Company:*

(i) shall create and maintain proper conditions for the operation of PagSeguro's Ombudsman, and also for its performance to be based on transparency, independence, impartiality and fairness; and

(ii) shall assure access by PagSeguro's Ombudsman to the information required to prepare a proper response to the demands received, with full administrative support, and the Ombudsman may request information and documents for the exercise of its activities, in compliance with its duties."

(ii) To approve the restatement of the Company's Bylaws, in compliance with Exhibit I to these Minutes.

FINAL CONSIDERATIONS: The preparation of these minutes in summary form was also authorized, pursuant to paragraph 1 of article 130 of the LSA.

ADJOURNMENT: There being nothing further to add, the work of these Meetings has been adjourned, with these minutes being prepared in summary form, then being read, found to be in order and signed by the Chairman, the Secretary and the shareholders.

SIGNATURES: Presiding Board: Chairman: Artur Gaulke Schunck; Secretary: Renato Bertozzo Duarte. **Shareholder: BS Holding Financeira Ltda.**, p. Artur Gaulke Schunck and p.p. Renato Bertozzo Duarte.

I certify that this is a faithful copy of the minutes drawn up in the proper book.

São Paulo (SP), November 30, 2020.

[*ICP-Brasil signature certification; details illegible*]
Renato Bertozzo Duarte
Presiding Board Secretary

[JUCESP stamp dated February 15, 2021, code 96.679/21-9, with bar code, signed by Gisela Simiema Ceschin, Secretary General]

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EXHIBIT I

BYLAWS
BANCOSEGURO S.A.
NIRE 35300360516 | CNPJ 10.264.663/0001-77

[*****]

DocuSign Envelope ID: 9721036C-B235-4C91-8225-E1ECD3650597

[JUCESP stamp dated June 28, 2021, code 306.918/21-3, with bar code, signed by Gisela Simiema Ceschin, Secretary General]

[*****]

REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

MASTERCARD BRASIL SOLUÇÕES DE PAGAMENTO LTDA.
Avenida das Nações Unidas, 14.171, Torre Crystal, 20 andar
São Paulo, SP.

ADT:04563/21

FIRST AMENDMENT TO THE STRATEGIC ALLIANCE AGREEMENT AND INCENTIVE PROGRAM

This **FIRST AMENDMENT TO THE STRATEGIC ALLIANCE AGREEMENT AND INCENTIVE PROGRAM ("First Amendment")** is entered into, on the date hereof, between **MASTERCARD BRASIL SOLUÇÕES DE PAGAMENTO LTDA.,** limited liability corporation, headquartered in the City of São Paulo, State of São Paulo, at Avenida das Nações Unidas, 14.171, Rochaverá Corporate Plaza, Torre C Edifício Crystal Tower - 20º andar, enrolled with the Corporate Taxpayers' Registry issued by the Ministry of Finance ("CNPJ/ME") under No. [*****], herein represented pursuant to its articles of incorporation (**"MASTERCARD BRASIL**"); and **PAGSEGURO INTERNET S.A.**, corporation headquartered in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, 1.384, 4º andar, parte A, Jardim Paulistano, CEP 01.451–001, enrolled with CNPJ/ME under No. [*****], herein represented pursuant to its articles of association **("CLIENT").** **MASTERCARD BRASIL** and **CLIENT** are hereinafter individually referred to as "**Party**", and jointly as "**Parties**".

Capitalized terms, whether in their singular or plural form, used in this First Amendment shall have their definitions set forth in the STRATEGIC ALLIANCE AGREEMENT AND INCENTIVE PROGRAM ("Agreement") entered into between the Parties as of July 1st, 2020 ("Effective Date")

WHEREAS:

a) As of July 1st, 2020, the Parties executed the Agreement with the purpose, but not limited to, of increasing the issuance of Mastercard PagSeguro Cards, as prepaid cards ("Mastercard PagSeguro Cards - Prepaid"), as well as the release of the new product defined in the Agreement as Mastercard PagSeguro Cards - Combo, which comprises Mastercard PagSeguro Credit Cards, with product code MLC, and the Mastercard PagSeguro Prepaid Cards, which can be used as debit cards, with product code OLS;

b) The Parties wish to adjust the terms of the Agreement to include new card products in the composition of Mastercard PagSeguro Cards - Combo, resulting in the composition of Mastercard Portfolio, namely, Consumer Standard Credit Cards, with product code MCS, and the Consumer Single Message Prepaid Cards, with product code ORL, as well as to amend the Client's Goal and general conditions to receive the Incentives.

The Parties hereby decide to execute this First Amendment to the Agreement ("First Amendment"), pursuant to the following terms conditions:

I) AMENDMENTS TO THE AGREEMENT

I.1. Addition of Combo Consumer Cards to Mastercard Portfolio. The CLIENT is interested in, and MASTERCARD BRASIL agrees to, include the new products in the composition of Mastercard PagSeguro Cards - Combo in Mastercard Portfolio, namely, Combo Consumer Cards, which comprise the Consumer Standard Credit Cards (MCS) and the Consumer Single Message Prepaid Cards (OLR). The addition of the new combo Cards shall not change the total amount of the volume goals previously established in the Agreement, prevailing, for all purposes, the chart pursuant to item i.3 hereof.

I.2. Definition of Terms. To reflect the addition of the new products mentioned above, the Parties agree to adjust certain definitions provided in EXHIBIT A of the Agreement, which shall become in force with the following wording:

*"**Mastercard PagSeguro Cards - Combo** - means new product, combining credit and prepaid (single) methods, included in the CLIENT's Mastercard Portfolio, namely:*

(a) Mastercard PagSeguro Credit Cards, with the product code being MLC ("Mastercard Credit Microbusiness");

STRATEGIC ALLIANCE AGREEMENT AND INCENTIVE PROGRAM

(b) Prepaid Mastercard PagSeguro Cards (OLC), which is used as debit card, with product code being OLC ("Mastercard Prepaid Business Card – debit terms");

(c) Mastercard PagSeguro Credit Cards, with the product code being MLC ("Standard Consumer");

(d) Prepaid Mastercard PagSeguro Cards, with product code being OLR ("Consumer Single Message").

***Total POS Revenue** - means the volume of revenue assessed for the period of twelve (12) months, resulted from Transactions made with Mastercard Pagseguro Cards, part of the Mastercard Portfolio, as credit charges (MLC and MCS), prepaid (OLC and ORL) and prepaid (dual message), and processed within Banknet Systems and GCMS ("Mastercard Global Clearing Management System"), excluding withdrawal transactions.*

***POS Revenue from Credit Portfolio (MLC and MCS)** - means the volume of revenue assessed for the period of twelve (12) months, resulted from Transactions made with Mastercard Pagseguro Cards, as credit charges (MLC and/or MCS), which are part of the Mastercard Portfolio, and processed within Banknet Systems and GCMS ("Mastercard Global Clearing Management System"), excluding withdrawal transactions.*

***POS Revenue from Prepaid Portfolio (OLC and OLR)** - volume of revenue assessed for the period of twelve (12) months for each Year, resulted from Transactions made with Mastercard Pagseguro Cards, as prepaid charges (OLC and/or OLR), and also accepting debit charges with the Maestro Brand, which are part of the Mastercard Portfolio, and processed within Banknet Systems and GCMS ("Mastercard Global Clearing Management System"), excluding withdrawal transactions.*

***Total ATM Revenue from Credit Portfolio (MLC and MCS)** - volume of revenue assessed for the period of twelve (12) months for each Year, resulted from Transactions made with Mastercard Pagseguro Cards, as credit charges (MLC and MCS), captured by Mastercard ATM Network.*

***Mastercard Portfolio** - means all portfolios including Mastercard PagSeguro Cards - Combo e Mastercard PagSeguro Cards - Pre-Paid, issued, sold and manages by the CLIENT, under "Mastercard" and/or "MAESTRO" brands, and which solely and exclusively include the products under this Agreement and the Incentive Program, namely:*

a) Mastercard PagSeguro Credit Cards, with the product code being MLC ("Mastercard Credit Microbusiness");

b) Mastercard PagSeguro Prepaid Cards (OLC), with product code being OLC ("Mastercard Prepaid Business Card – debit terms");

c) Mastercard PagSeguro Credit Cards, with the product code being MCS ("Standard Consumer");

d) Mastercard PagSeguro Prepaid Cards, with product code being OLR ("Consumer Single Message"); and

e) Mastercard PagSeguro Prepaid Cards, accepted as credit card in dual message, with product codes: MRW ("Mastercard Prepaid Business Card – credit terms") and MGR ("Mastercard Prepaid General Spend Consumer")."

1.3. Revenue Volume Goals. The chart in section 3.1.(iii) of the Agreement is amended, and shall be in force with the following wording:

"...

GOALS FOR VOLUME OF TOTAL POS REVENUE FOR MASTERCARD PORTFOLIO (R$)

PagSeguro Cards from Mastercard Portfolio	POS Volume (Credit) MLC + MCS	POS Volume (Prepaid) OLC + OLR)	POS Incremental Volume (Prepaid)	POS Base Volume (Prepaid)	Total
Year 1	[*****]	[*****]	[*****]	[*****]	[*****]
Year 2	[*****]	[*****]	[*****]	[*****]	[*****]
Year 3	[*****]	[*****]	[*****]	[*****]	[*****]
Year 4	[*****]	[*****]	[*****]	[*****]	[*****]
Year 5	[*****]	[*****]	[*****]	[*****]	[*****]
Year 6	[*****]	[*****]	[*****]	[*****]	[*****]
Year 7	[*****]	[*****]	[*****]	[*****]	[*****]

"

I.4. Incentives. On account of the adjustments made above, the Parties agree that the wording of the Incentives provided in section 2.1., items "b", "c" and "i" of the Agreement shall be in force with the following wording:

"2.1. (...)

*b) **Incentive on POS Revenue from Credit Portfolio (MLC and MCS).** For the years from 2 to 7, MASTERCARD BRASIL shall provide the following amounts (BPS) to the CLIENT as a "Incentive on POS Revenue from Credit Portfolio (MLC and MCS)", [*****]. The Incentive is subject to the achievement of at least [*****]of the goals for the Total POS Revenue Volume, for each year.*

%of Volume achieved (POS)	Years 2 to 7
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]

**BPS (basis points): 1/10000; unit used to calculate the Incentives.*

Applicable Conditions:

(I) Incentive on POS Revenue from Credit Portfolio (MLC and MCS) shall only be paid if [*****].

(i) If the CLIENT [*****].

(ii) The Incentive is calculated on [*****].

c) ***Incentive on POS Revenue from Prepaid Portfolio (OLC and OLR).*** *From Year 2 to Year 7, MASTERCARD BRASIL provides to the CLIENT, as "Incentive on POS Revenue from Prepaid Portfolio (OLC and OLR)", the following amounts [*****], and to the following chart for payouts:*

%of Volume achieved (POS)	Years 2 to 7
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]
[*****]	[*****]

**BPS (basis points): 1/10000 unit used to calculate the Incentives' amount*

Applicable Conditions:
(i) Incentive on POS Revenue from Prepaid Portfolio (OLC and OLR) will be paid if [*****].
(ii) If the CLIENT [*****].
(iii) Incentive is calculated on [*****].

i) ***Incentive on Total ATM Revenue from Credit Portfolio (MLC and MCS).*** *MASTERCARD BRASIL provides to the CLIENT, as "Incentive on Total ATM Revenue from Credit Portfolio (MLC and MCS)", the amount equivalent to [*****].*

%of Volume achieved (POS)	Years 1 to 7
[*****]	[*****]
[*****]	[*****]

*BPS (basis points): 1/10000; unit used to calculate the Incentives.

Applicable Conditions:
(i) [*****].
(ii) [*****].

I.5. Conversion of Innovation Forum into Support for Training Considering that the Innovation Forum did not take place in the year of 2021, the funds provided in Section 1.1.2 of the Agreement, in the amount of [*****] shall be used for purposes of training at Mastercard Academy during Year 2 of the Agreement ("Incentive"), subject to the following conditions.

MASTERCARD BRASIL shall reimburse the **CLIENT** with the amounts disbursed [*****].

The **CLIENT** must spend the **Incentive** on *[*****]*.

The annual amount of the **Support for Training** Incentive, established for Year 2 of the Agreement, is calculated on [*****].

I.6. Issuance of Mastercard PagSeguro Combo Cards. The issuance of Mastercard PagSeguro Combo Cards shall start within [*****] from the Agreement's Effective Date, and Section 3.1(i) of the Agreement shall be in force with the following wording:

3.1. (...)

(i) Mastercard PagSeguro Card - Combo: The CLIENT shall release the Mastercard PagSeguro Card - Combo in up to thirteen (13) months, as from the Agreement's Effective Date ("Release Date"), as credit and prepaid cards, but also accepting debit charges. The CLIENT is aware that MASTERCARD BRASIL has the intent to release the new product Prepaid Mastercard (DMC - Debit), as from the second semester of 2021. The Parties hereby agree that, due to the closeness of the new release, the CLIENT is not obliged to proceed with the reissuance or migration of any Mastercard PagSeguro Prepaid Card ("OLC") for at least [*****] as from the Release Date of Mastercard PagSeguro Card - Combo. However, the CLIENT is aware that the product is subject to new conditions and rules. Thus, in order to include the new product into the CLIENT's Mastercard Portfolio and to make it the subject matter hereof, the Parties hereby agree that they will negotiate, at the implementation of the new product, the new terms and conditions for the product, which shall be reflected in this Incentive Program, through contractual amendment. For clarification purposes, the contractual amendment will have the sole and exclusive purpose of adding the terms and conditions to the new product, and the CLIENT may not change any condition agreed upon herein with respect to the other products and Incentive.

III) RATIFICATION OF THE AGREEMENT'S CLAUSES

MASTERCARD BRASIL SOLUÇÕES DE PAGAMENTO LTDA.
Avenida das Nações Unidas, 14.171, Torre Crystal, 20 andar
São Paulo, SP.

ADT:04563/21

III.1. The Parties hereby ratify all other terms and conditions of the Agreement that were not expressly mentioned herein, which remain in force, without changes, including the venue clause and electronic signature clause.

IN WITNESS WHEREOF, the Parties execute this First Amendment, by their legal representatives, in the presence of two (2) witnesses, for all legal purposes, binding upon their represented parties and any successors or assignees thereof.

São Paulo, Monday, February 14, 2022.

PagSeguro Internet S.A.

Full Name: Artur Galke Schunck
Title: Chief Financial Officer

PagSeguro Internet S.A.

Full Name: Leandro Roberto Rodrigues
Title: Treasury Officer

Mastercard Brasil Soluções de Pagamento Ltda

Full Name: Miltonleise Filho
Position: Senior Vice President

Mastercard Brasil Soluções de Pagamento Ltda

Full Name: Paulo Frossard
Position: Vice-CEO

WITNESSES: 1. _____ **2.** _____

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Envelope ID: 50924433E0B34425BE19DCC9C42CAF4D
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AutoNav: Enabled
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Signatures: 6
Initials: 6

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Envelope Sent by:
Liza Alcazar
Av. Brigadeiro Faria Lima, 1.384
SP, 01452-002
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Holder: Liza Alcazar
[*****]

Location: DocuSign

Signer Events	Signature	Timestamp
Liza Alcazar lalcazar@uolinc.com UOL - UNIVERSO ONLINE S/A Security Level: E-mail, Account Authentication (None)	 Signature established by: Signature image loaded Using IP Address: [*****]	Sent: 2/25/2022 6:46:08 AM Viewed: 2/25/2022 6:46:25 AM Signed: 2/25/2022 6:47:00 AM
Electronic Record and Signature Disclosure: Not offered via DocuSign		
Artur Gaulke Schunck [*****] Chief Financial Officer Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Using IP Address: [*****]	Sent: 2/25/2022 6:47:03 AM Viewed: 2/25/2022 7:00:12 AM Signed: 2/25/2022 7:00:18 AM
Electronic Record and Signature Disclosure: Accepted: 11/24/2020 12:09:02 PM ID: 5a4c0fb4-f25d-4d6c-9dd3-5f36b01ffbcc		
Deborah Barros [*****] Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 2/25/2022 6:47:03 AM Viewed: 2/25/2022 6:49:05 AM Signed: 2/25/2022 6:49:13 AM
Electronic Record and Signature Disclosure: Accepted: 12/1/2021 12:14:41 PM ID: dd3fe090-66c1-490f-9844-e00969088eb5		

Signer Events	Signature	Timestamp
Jessica Victoria Ferreira [*****] Security Level: E-mail, Account Authentication (None)	DocuSigned by: Jessica Victoria Ferreira 89037B91EC7F4BF... Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 2/25/2022 6:47:04 AM Viewed: 2/25/2022 7:00:39 AM Signed: 2/25/2022 7:01:01 AM
Electronic Record and Signature Disclosure: Accepted: 2/25/2022 7:00:39 AM ID: 63aea22f-caf5-410a-8e8c-5b39c6ad01b5		
Leandro Roberto Rodrigues [*****] Treasury Officer Security Level: E-mail, Account Authentication (None)	DocuSigned by: Leandro Roberto Rodrigues 709911AD02D145E... Signature established by: Pre-set style Using IP Address: [*****]	Sent: 2/25/2022 6:47:04 AM Viewed: 2/25/2022 7:36:42 AM Signed: 2/25/2022 7:36:54 AM
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Mltonleise Filho [*****] Senior Vice President Security Level: E-mail, Account Authentication (None)	DocuSigned by: Miltonleise Filho 17ADD172AFC94C0... Signature established by: Pre-set style Using IP Address: [*****] Signed using cellphone	Sent: 2/25/2022 6:47:04 AM Viewed: 2/25/2022 12:10:22 PM Signed: 2/25/2022 12:11:19 PM
Electronic Record and Signature Disclosure: Accepted: 6/17/2020 2:39:16 PM ID: 3e689f15-858a-4f5d-aa24-c07069e905ec		
Paulo Frossard [*****] Vice President Security Level: E-mail, Account Authentication (None)	DocuSigned by: Paulo Frossard 221A7F21F17E475... Signature established by: Pre-set style Using IP Address: [*****]	Sent: 2/25/2022 6:47:05 AM Viewed: 3/3/2022 7:11:29 AM Signed: 3/3/2022 7:11:38 AM
Electronic Record and Signature Disclosure: Accepted: 6/17/2020 2:07:33 PM ID: d94afd78-197b-4c37-a68f-6586e20c5cfa		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamp**
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Certified delivery	Security checked	3/3/2022 7:11:29 AM
Signing complete	Security checked	3/3/2022 7:11:38 AM
Completed	Security checked	3/3/2022 7:11:38 AM
Payment Events	**Status**	**Timestamp**
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Parties agreed to: Artur Galke Schunck, Deborah Barros, Paulo Frossard

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Parties agreed to: Jessica Victoria Ferreira, Leandro Roberto Rodrigues, Miltonleise Filho

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Required hardware and software:**

(i) Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS®

(ii) Browsers: Latest versions Internet Explorer® 6.0 or above (only Windows); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (only Mac)

(iii) PDF readers: Acrobat® or similar software may be required to view and print PDF files.

(iv) Screen Resolution: 800 x 600 minimum

(v) Enabled Security Settings: Allow per session cookies

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Exhibit 4.26

MASTERCARD BRASIL SOLUÇÕES DE PAGAMENTO LTDA.
Avenida das Nações Unidas, 14.171, Torre Crystal, 20 andar
São Paulo, SP.

ADT: 02296/23

SECOND AMENDMENT TO THE STRATEGIC ALLIANCE AGREEMENT AND INCENTIVE PROGRAM

This **SECOND AMENDMENT TO THE STRATEGIC ALLIANCE AGREEMENT AND INCENTIVE PROGRAM ("Second Amendment")** is entered into, on the date hereof, between **MASTERCARD BRAS SOLUÇÕESDE PAGAMENTOLTDA.**, limited liability corporation, headquartered in the City of São Paulo, State of São Paulo, at Avenida das Nações Unidas, 14.171, Rochaver Corporate Plaza, Torre CEdifício Crystal Tower - 19º e 20º andares, enrolled with the Corporate Taxpayers' Registry issued by the Ministry of Finance ("CNPJ/ME") under Nc 05.577.343/0001-37, herein represented pursuant to its articles of incorporation ("**MASTERCARD BRASIL**"); and **PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.**, a corporation headquartered in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, 1.384, 1º ao 10º andar, parte A, Jardim Paulistano, CEP 01.451--001, enrolled wit CNPJ/ME under No. 08.561.701/0001--01, herein represented pursuant to its articles of association ("**CLIENT**"). **MASTERCARD BRASIL** and **CLIENT** are hereinafter individually referred to as "**Party**", and jointly as "**Parties**".

Capitalized terms, whether in their singular or plural form, used in this Second Amendment shall have their definitions set forth in the **STRATEGIC ALLIANCE AGREEMENT AND INCENTIVE PRO ("Agreement")** entered into between the Parties as of July 1st, 2020 ("Effective Date")

Whereas:

a) As of July 1st, 2020, the Parties executed the Agreement with the purpose, but not limited to, of increasing the issuance of Mastercard PagSeguro Cards as prepaid cards ("Mastercard PagSeguro Cards - Prepaid"), as well as the release of the new product defined in the **Agreement** as Mastercard PagSeguro Cards - Combo, which comprises Mastercard PagSeguro Credit Card with product code MLC, and the Mastercard PagSeguro Prepaid Cards, which can be used as debit cards, with product code OLC;

b) As of February 14, 2022 the Paries entered into the First Amendment to adjust the terms of the **Agreement** to include new card products in the composition of Mastercard PagSeguro Cards - Combo, resulting in the composition of Mastercard Portfolio, namely, Consumer Standard Credit Cards, with product code MCS, and the Consumer Single Message Prepaid Cards, wi product code ORL, as well as to amend the **Client**'s Goal and general conditions to receive the Incentives; and

c) The Parties decided to enter into the **Second Amendment** to the **Agreement** to adjust the deadline to achieve the goals provided in the **Agreement** and, due to this adjustment, to change the business conditions applicable for the extension of deadline.

MASTERCARD BRASIL SOLUÇÕES DE PAGAMENTO LTDA.

Avenida das Nações Unidas, 14.171, Torre Crystal, 20 andar
São Paulo, SP.

ADT: 02296/23

The Parties hereby decide to execute this Second Amendment to the **Agreement ("Second Amendment")**, pursuant to the following terms conditions:

I) AMENDMENTS TO THE AGREEMENT

I.1 In order to reflect the change of the deadline for the **CLIENT** to be able to achieve their goals, the Parties agree to adjust the definition of Year set forth in EXHIBIT A of the **Agreement** and the effectiveness of the **Agreement**, which will be in force with the following wording:

*"**Year –** twelve-month (12) period, and for Year 2, we shall consider eighteen (18) months. Thus, each Year is defined as shown below:*

- ***Year 1** from 07/01/2020 to 06/30/2021*
- ***Year 3** from 1/1/2023 to 12/31/2023*
- ***Year 4** from 1/1/2024 to 12/31/2024*
- ***Year 5** from 1/1/2025 to 12/31/2025*
- ***Year 6** from 1/1/2026 to 12/31/2026*
- ***Year 7** from 1/1/2027 to 12/31/2027*

***Section 5.1** The **Agreement** will come into effect on the date it is executed, July 1st, 2020 ("Effective Date") through the end of Year 7 ("End Date"), pursuant to Exhibit A, provided that th obligations set forth in Section VIII ("Confidentiality") and Section XI ("General Conditions of the **Agreement**") hereof shall survive until the date of execution hereof and after this agreement is ended or terminated. Each Year hereof will begin and end as set forth in Exhibit A.*

I) Considering new new deadline applicable for Year 2, the CLIENT undertakes to perform the new obligations provided for Year 3, to be included in Section 3.1 of the **Agreement**:

***3.1.7** The **CLIENT** must achieve, from one year to the next one, the total growth of Mastercard Portfiolio, reaching at least [*****] of the Goal for the Total POS Revenue Volume of Mastercar Portfolio expected for those years. If the CLIENT fails to achieve the goal above-mentioned for those Years, no Incentive provided in the Agreement will be paid to the CLIENT, upon t assessment of the non-achievement of the Goal for the Total POS Revenue Volume of Mastercard Portfolio.*

3.1.8** If at the end of Year 7, with check in Year 4, the **CLIENT** has not reached at least ninety percent (90%) of the Goal for the Total POS Revenue Volume of Mastercard Portfolio, as provide above, the **CLIENT** will be subject to the return of the full amount of the Sign-on Bonus, namely, [*****] provided in item "a" of Section 2.1, which shall be paid to **MASTERCARD BRASIL.** If the **CLIENT** reaches between [*****] and [*****] of the Goal for the Total POS Revenue Volume of Mastercard Portfolio expected for the end of Year 7, the **CLIENT** will return to **MASTERCARD BRAS** the prorated amount missing to achieve [*****] of the goal for Year 1 that was paid in advance. Example: if [*****] of the goal is achieved, the CLIENT must return [*****] of the Incentiv received. Any return of amounts shall be made through Mastercard Consolidated Billing System ("MCBS") within sixty (60) days from the verification of non-achievement of the goal, witho prejudice to the other penalties provided in the **Agreement.

***3.1.9** The **CLIENT** also undertakes: (i) to remedy all failures by its purchaser indicated by **MASTERCARD BRASIL** in the MCC through 03/31/2023 and for GRIP through 05/31/2023; (ii) t implement through 03/30/2024 the proposal of total combo with the credit option; and (iii) to allow **MASTERCARD BRASIL** to accept or decline against the other competitors in the market the offer of releasing before 03/30/2024 the Affluent combo (credit and prepaid single message).*

II) RATIFICATION OF THE AGREEMENT'S CLAUSES

II.1 The Parties hereby ratify all other terms and conditions of the Agreement that were not expressly mentioned herein, which remain in force, without changes, including the venue clause and electronic signature clause.

IN WITNESS WHEREOF, the Parties execute this **Second Amendment**, by their legal representatives, in the presence of two (2) witnesses, for all legal purposes, binding upon their represented parties and any successors or assignees thereof.

São Paulo, Friday, August 11, 2023.

Artur Schunck (13 de Agosto de 2023 07:26 ADT)

PagSeguro Internet Instituição de Pagamento S.A.
Full Name: Artur Schunck
Title: CFO

Renato Duarte (August 16, 2023 14:36 ADT)

PagSeguro Internet Instituição de Pagamento S.A.
Full Name: Renato Duarte
Title: Chief Legal Officer

Márcio Soares (August 17, 2023 15:09 ADT)

Mastercard Brasil Soluções de Pagamento Ltda
Full Name: Márcio Soares
Title: SVP

Mauricio Fernandes (August 18, 2023 15:26 ADT)

Mastercard Brasil Soluções de Pagamento Ltda
Full Name: Mauricio Fernandes
Title: SVP

WITNESSES: 1. Carolina Forner (August 16, 2023 16:53 ADT)

2. Karla Facchini (18 de Agosto d e 2023 15:53 ADT)

Signature:

Letícia Martins Melo (August 11, 2023 14:14 ADT)

Email: [*****]

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Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material. Confidential portions of this Exhibit are designated by [*****].

AWS CLOUD AGREEMENT

By this private instrument, on one side, **PAGSEGURO INTERNET S.A.**, company headquartered in the city of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, No. 1384, 4º andar - Parte A, Jardim Paulistano, Brasil, CEP 01451-001, enrolled with the Brazilian Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. [*****], hereinafter simply referred to as "**CLIENT**" and **UOL DIVEO TECNOLOGIA LTDA.**, headquartered at Alameda Barão de Limeira, 425, 1 andar, São Paulo/SP, enrolled with the CNPJ/MF under No. [*****], hereinafter simply referred to as "**UOL DIVEO**", and both are part of the same economic group of UNIVERSO ONLINE (UOL), represented pursuant to its corporate acts, hereby decided to enter into this Agreement ("Agreement"), pursuant to the following clauses and conditions:

1. The CLIENT hereby contracts UOL DIVEO, which is a resale partner of the company AMAZON WEB SERVICES, INC. (AWS) in Brazil, with the purpose of acquiring AWS CLOUD and AWS TECHNICAL SUPPORT services. The CLIENT hereby REPRESENTS to ACKNOWLEDGE AND AGREE that the provision of the scope and/or AWS Services shall be promptly considered and, starting at the execution date hereof.

   1.1 The contracts shall be carried out through the acceptance of Technical and/or Business Proposal executed by the legal representatives of the parties, where the **form of contract, effectiveness, PTAX and other commercial conditions shall be set.**

2. The CLIENT represents to acknowledge that the AWS CLOUD and AWS TECHNICAL SUPPORT services are provided by AWS. Upon execution hereof, the CLIENT REPRESENTS and ACKNOWLEDGES that the AWS CLOUD and AWS TECHNICAL SUPPORT services are subject to the terms of the AWS' access and use license ("AWS License Terms"), which are characterized as an independent agreement between the CLIENT and AWS, with its current version available at https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf. Moreover, the CLIENT REPRESENTS and ACKNOWLEDGES that: (i) in order to access and/or use the services, the CLIENT must expressly agree with the AWS License Terms; (ii) the CLIENT read and understood all clauses and conditions of the AWS License Terms, and it is fully aware of all restrictions and limitations provided by AWS for the provision of the services; (iii) the AWS License Terms may be amended by AWS at any time, and it is recommended for the CLIENT to frequently check AWS website.

3. The services contracted herein may only be used for the CLIENT's internal business operations, which are subject to the AWS License Terms and to other AWS conditions and policies, as well as the provisions herein, and the CLIENT must not resale AWS services.

4. In compliance with the provisions above, the CLIENT represents to acknowledge that UOL DIVEO is only the reseller of AWS services. By virtue of the abovementioned, the CLIENT accepts and agrees that UOL DIVEO, as it is the solution's reseller, is not responsible for delays in the delivery or unavailability of services.

5. UOL DIVEO does not offer any guarantee on services contracted from AWS. The CLIENT acknowledges that UOL DIVEO is only a reseller of AWS services and, thus, UOL DIVEO is not liable for the quality/guarantee/support/outcome/efficiency of those services. UOL DIVEO is not responsible for the accuracy or completeness of the information on AWS services, and UOL DIVEO is HELD HARMLESS FROM ANY REPRESENTATIONS, WARRANTIES AND LIABILITIES OF ANY KIND, CONCERNING INFORMATION ON AWS SERVICES. UOL DIVEO recommends the CLIENT to confirm any information on AWS services before its use for any purpose. All information on AWS services are subject to changes without prior notice. UOL DIVEO is not responsible for typographical errors, or any other errors or omissions in relation to AWS services.

[*****] Confidential information redacted.

6. In addition to the AWS CLOUD services and AWS TECHNICAL SUPPORT to be provided by AWS, UOL DIVEO may provide supplementary support services to the CLIENT, if so established in the Business/Technical Proposal. The CLIENT represents to acknowledge that, if UOL DIVEO's supplementary support services are contracted, the services are only accessories to the services provided by AWS, limited to the management of the CLIENT's account with AWS, as well as the provision of information and guidance on the consumption and billing of AWS services. By virtue of the abovementioned, the provision of any of those supplementary support services by UOL DIVEO does not constitute change to the constitution of this agreement, especially concerning the limitation of liability of UOL DIVEO only as a reseller of AWS services, pursuant to these General Conditions.

7. This instrument shall become effective on the date of execution hereof, for a [*****].

8. The Parties agree that the conditions related to the termination, price adjustment through the energy level and SLA shall be governed by the agreement with similar purpose executed by UOL and UOL DIVEO.

9. Except for the obligation to pay, no party shall be liable for the failure to comply with its obligations hereunder due to reasons beyond their control (e.g., Acts of God or Force Majeure, operational interruption, human or natural disasters, epidemics, shortage of material, strikes, criminal acts, delay in the delivery or transportation of the products by the manufacturer or the inability to obtain workforce or material through its regular sources).

10. The CLIENT acknowledges and agrees that it will comply with the specifications of the manufacturer or supplier of the products and/or services. The use of products and/or services in cases of critical security nature or similar, where any failure of the products and/or services that occurs may result in harm, death or severe damage to the CLIENT's or third party's movable or immovable property, is prohibited. If the CLIENT uses or sales products and/or services to be used in any of those cases or no longer complies with the manufacturer's or supplier's specifications, the CLIENT must be fully liable for the consequences of its acts.

11. The CLIENT represents and accepts that the entire scope included in the solution is exclusively for the use by the CLIENT within AWS environment, and they be used in compliance with the rights and rules set by AWS at https://aws.amazon.com/pt/agreement/, subject to the penalty of the CLIENT being liable for any damages caused, having the scope interrupted/blocked.

12. The CLIENT hereby represents and acknowledges that certain products, services, technologies and documentation sold by UOL DIVEO shall be subject to the UE and USA export or re-export control laws. The CLIENT must comply with said legislation and the CLIENT undertakes to obtain and bear all costs of attainment for all and any license, permit or authorization required if the CLIENT wishes to export or re-export such products and/or services.

13. The CLIENT represents and acknowledges that it will not export or re-export products, services, technologies and documentations sold by UOL DIVEO to countries or entities where those operations are prohibited, including any countries or entities with sanction and embargo imposed by the United Nations (UN), U.S. Department of the Treasury or U.S. Department of State. Moreover, the CLIENT shall not use the Products, technologies and documentation sold by UOL DIVEO in the development or manufacturing or nuclear, chemical or biological weapons, or missile systems with the capacity to launch those weapons, neither in the development of weapons of mass destruction.

14. The products and services, including the software or similar intellectual property, are subject to the rights of applicable third parties, such as patents, copyrights and/or user licenses, and the CLIENT represents and accepts that it must comply with those, subject to the penalty of being liable for damages and losses.

15. The CLIENT represents and accepts that it is fully and exclusively responsible for the development, content, operation and use of the products and/or services hereunder.

16. The CLIENT represents and accepts that it is responsible for the setup and use of the products and/or services provided, and for taking the precautions in order to keep the proper security, protection and backup of their content, hereby holding UOL DIVEO harmless from any claim in this regard.

17. The CLIENT acknowledges and agrees that [*****].

18. The CLIENT hereby represents to acknowledge and to agree that the scope provided by UOL DIVEO may have its characteristics and features changed or terminated at any time by AWS, which shall not result in liens to UOL DIVEO.

19. The CLIENT may not remove, change or omit any notice of copyrights, trademarks or any other notices related to ownership rights that are included or displayed in the products and/or services licensed by AWS.

20. The CLIENT cannot use reverse engineering, decompile, nor disassemble the licensed products and/or services, except to the limit that such activity is expressly permitted by the AWS License Terms and applicable law.

21. The services are provided for the use during the contracted period and for the restricted use by the CLIENT. All rights and ownership of intellectual property related to the services and the elements comprising them are owned by AWS and its suppliers. The services licensed by AWS are protected by copyright laws and copyright international treaties, as well as other international laws and treaties related to intellectual property. The ownership, access or use of the products to the CLIENT does not transfer the ownership on any services provided or any rights to the intellectual property.

22. The CLIENT agrees (i) to comply with all local, domestic and international laws and regulations governing the internet use; (ii) to have read and to comply with the "Use Policy" available at UOL DIVEO website (http://www.uoldiveo.com), which prohibits certain activities, such as (a) to obtain or to try to obtain unauthorized access to other account, host or network (hacker), and (b) to distribute, apply or send messages to entities that do not expressly ask for those messages (also known in the market as spamming).

23. The CLIENT hereby represents to accept the terms of these General Conditions, ratifying that it is fully aware that AWS Cloud and Technical Support, which are the scope of the agreement, shall be directly provided by AWS.

24. The CLIENT agrees that, upon execution of this instrument, the CLIENT accepts all of its terms and conditions, and that the instrument constitutes a net and definite executive enforceable title, and it may be executed by UOL DIVEO in the event of breach.

25. The CLIENT may not transfer the responsibilities and rights acquired upon the execution of this Agreement without prior consent in writing from UOL DIVEO. This Amendment binds the successors and assigns, on any account.

26. UOL DIVEO and the CLIENT are independent contracting parties and they agree that this relationship does not constitute a 'joint venture', representation or partnership.

27. If any term/condition becomes null or void, the other terms and conditions shall remain in force.

28. For purposes of verifying the compliance, the CLIENT agrees to keep for up to [*****], all books and full, accurate and sufficient registration in order to verify the CLIENT's compliance with this Agreement, whether by UOL DIVEO or the licensor.

The audit request shall be preceded by notice submitted at least [*****] in advance, and the [*****]. Upon verification of breach by the CLIENT of the agreement's terms, UOL DIVEO and/or the licensor shall notify the CLIENT about the breach within [*****] from the receipt of the notice, and the CLIENT must [*****].

29. Except for payment default actions or violation of AWS intellectual property rights, no action, regardless of the form, arising from or related to the Agreement shall be shall be interposed by either party after [*****] from the date the date of occurrence of the action.

30. This instrument shall be governed, construed and executed pursuant to the Brazilian laws. The Parties hereby elect the courts of the Judicial District of São Paulo, State of São Paulo, to settle any disputes that may arise out of this Agreement, to the express waiver of any other, however privileged it may be.

In witness whereof, the Parties execute this Agreement in two (2) counterparts of equal content, in the presence of two witnesses.

São Paulo, January 1st, 2017.

UOL DIVEO TECNOLOGIA LTDA.

_____
Name: Rogildo Torquato Landim

ID No.: [*****]

_____
Name: Renato Bertozzo Duarte

CPF: [*****]

PAGSEGURO INTERNET S.A.

_____
Name: Renato Bertozzo Duarte

ID No.: CPF: [*****]

_____
Name: Marcelo Ivaldo da Silva

CPF: [*****]

WITNESSES:

Name:	Name:
ID No.:	ID No.:

REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

2ND AMENDMENT TO PURCHASE ORDER No. 19-09632 (EXHIBIT OF AWS CLOUD AGREEMENT)

By this private instrument, the Parties, on one side,

PAGSEGURO INTERNET S.A., a corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 4º andar, Part A, City of São Paulo, State of São Paulo, enrolled with the Brazilian Corporate Registry ("CNPJ/MF") under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "**CLIENT**";

UOL DIVEO TECNOLOGIA S.A. (formerly known as UOL DIVEO TECNOLOGIA LTDA.), corporation headquartered in the City of São Paulo, State of São Paulo, at Alameda Barão de Limeira, 425, 1º andar, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Association, hereinafter simply referred as "**SERVICE PROVIDER**",

Whereas:

I. As of July 1st, 2020, the Parties executed the Purchase Order No. 19-09632, attached to the AWS Cloud Agreement ("Purchase Order"); and

II. The Parties wish to amend the commercial conditions of the Purchase Order;

Now, therefore, the Parties have agreed, pursuant to law, to enter into this 2nd Amendment to the Agreement ("Amendment Instrument"), which shall bind the Parties and their successors at any time and on any account, under the following terms and conditions:

1. PURPOSE

1. As negotiated between the Parties, this instrument has the purpose of changing the commercial conditions provided in the Purchase Order, established below:

1.1.1 The Support Services and Minimum Allowance Values included in *Field 2 - Scope Description* shall be effective with the following wording:

FIELD 2 - SCOPE DESCRIPTION			
AWS SERVICE RESALE - EDP			
CATEGORY: *ON DEMAND with minimum annual allowance*			
SUPPORT CONTRACTED: Enterprise Resold			
FIELD 2.1 - AWS CONSUMPTION: MINIMUM ANNUAL ALLOWANCE			
[*****]	*[*****]*	*[*****]*	*[*****]*
[*****]	*[*****]*	*[*****]*	*[*****]*

1.1.2. Sections 3.1.1, 3.1.2 and 3.3.1 of Field 3 - Commercial Conditions shall be effective with the following wording:

"3.1.1. Considering the commercial benefits achieved from this deal, which granted the discounts and credits described in the chart below, under the [*****], if the CLIENT wishes to fully or partially terminate the Agreement without reason, before the period agreed in section 3.2 above, the CLIENT shall bear all costs of the remaining allowances starting from the date the termination was requested until the date expected to end the minimum commitment term, after [*****] days from the date of notice;

BENEFITS	*[*****]*	*[*****]*	*[*****]*	*[*****]*
Discounts	*[*****]*	*[*****]*	*[*****]*	*[*****]*
Credits	*[*****]*	*[*****]*	*[*****]*	*[*****]*

2.1.2. [*****].

*3.3.1 **AWS Consumption Calculation**: [*****]."*

2 RATIFICATION

2.1 The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this Amendment shall remain unchanged and fully effective.

In witness whereof, the Parties sing this instrument in two (2) counterparts of equal content, in the presence of two witnesses.

São Paulo, April 16, 2021.

PAGSEGURO INTERNET S.A.

UOL DIVEO TECNOLOGIA S.A.

Witnesses:

1. _____
Name:

2. _____
Name:

REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

3RD AMENDMENT TO THE CLOUD AWS AGREEMENT

By this private instrument, the Parties, on one side,

PAGSEGURO INTERNET S.A., headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 4º andar, Part A, City of São Paulo, State of São Paulo, enrolled with the Brazilian Corporate Taxpayers' Registry ("CNPJ/MF") under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "**CLIENT** ";

REGISTRASEGURO S.A., headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 5º andar, City of São Paulo, State of São Paulo, enrolled with the CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "**CLIENT 2**";

UOL DIVEO TECNOLOGIA S.A., corporation headquartered in the City of São Paulo, State of São Paulo, at Alameda Barão de Limeira, 425, 1º andar, enrolled with CNPJ/MF under No. [*****], herein represented pursuant to its Articles of Association, hereinafter simply referred as **"INTERVENING/CONSENTING PARTY";**

COMPASSO INFORMATICA S/A., headquartered at Alameda Barão de Limeira, 425, 7º andar, Campos Elíseos, City of São Paulo, State of São Paulo, enrolled with the CNPJ under No. [*****], herein represented pursuant to its Articles of Association, hereinafter simply referred to as **"SERVICE PROVIDER"**, and together with the CLIENTS, simply referred to as "Parties".

WHEREAS:

I. The Parties have entered into, on January 1st, 2017, a Cloud AWS Agreement, by means of which the CLIENT acquired from UOL DIVEO, AWS's resale partner, products and services provided to CLIENT directly by AWS, as per the terms of use adhered, available at: https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf (periodically revised by AWS) ("Agreement");

II. As of August 18, 202, the Parties entered into the 1st Amendment Instrument to include some conditions in the Agreement, in compliance with Circular Letter 3,909/2018, as enacted by the Full Board of the Central Bank of Brazil (BACEN); and

III. The Parties are interested in adding the company REGISTRASEGURO as CLIENT 2, as well as to change and include new conditions established in the 1st Amendment Instrument.

Now, therefore, the Parties have agreed, pursuant to law, to enter into this 3rd Amendment to the Agreement ("Amendment Instrument"), which shall bind the Parties and their successors at any time and on any account, under the following terms and conditions:

SECTION ONE - PURPOSE

1.1 The purpose of this Amendment Instrument is to **include** REGISTRASEGURO in the Agreement, as CLIENT 2 under the same conditions as the CLIENT.

1 Individually, each CLIENT may request the provision of services from the SERVICE PROVIDER, not requiring the consent from the other parties, subject to the conditions established in the Agreement.

2 Billing and payment shall be made pursuant to the Agreement, directly between the SERVICE PROVIDER and the party who requests the services, including the information of each party.

3 The party benefiting from the service shall be the sole owner of the rights and obligations arising therefrom, thus not creating any type of liability, including joint and several liability, to the other parties.

1. CLIENT 2 represents to acknowledge all clauses and conditions of the Agreement, undertaking to fully comply with each of them.

1.3 This instrument also has the purpose to amend items i, vi and viii of section 1.3, included in the 1st Amendment Instrument:

(i) The AWS Regions offered to the CLIENT by AWS are listed in Exhibit I to this instrument and on AWS's website, on the "AWS Global Infrastructure" page, available at https://aws.amazon.com/about-aws/globalinfrastructure. ***The Client can specify the location(s) where the Client's Content shall be stored within the AWS Network, including the South American region (São Paulo) (each location, a "Region"). Once the Client has made its choice, AWS shall not transfer the Client's Content from the Region(s) selected by the Client, except to the extent required to provide the Services initiated by the Client or as necessary to comply with law or binding resolution from a governmental authority.***

(vi) Performance Information and Monitoring. AWS discloses updated information regarding service availability on its Service Health Dashboard, on the AWS website, available at http://status.aws.amazon.com, or in any successor address or related locations appointed by AWS. As of the Addendum's Date of Effectiveness, the Amazon CloudWatch is a Service that allows the CLIENT to monitor its resources in the AWS cloud and the applications they run in the AWS. The CLIENT may use the Service Health Dashboard and the Amazon CloudWatch (or any successor Service) to monitor any limitations to the Services that may affect the CLIENT's compliance with the applicable legislation or regulations.
Level Service Agreements shall be applicable to certain Service Offers.
"Service Level Agreement" means all service level agreements AWS offers in relation to the Services and published on the AWS Website, as they are periodically revised. The service level agreements currently offered by AWS in relation to the Services are available at https://aws.amazon.com/legal/service- level-agreements/ (and at any other successor website or associated website assigned by AWS), as periodically revised by AWS. The Client may use the Services to project, test and implement applications that meet the availability and resiliency requirements of the Regulatory Authority, including concerning the Recovery Time Objective (RTO) and Recovery Point Object (RPO). Additionally to the Service Level Agreements, AWS shall provide timely assistance to the Client, pursuant to Section 9 hereof.

(viii) Regulatory Authority Requirements. If the Regulatory Authority requires for a Regulated Entity to verify its compliance with Applicable Laws managed by the Regulatory Authority in relation to the use of the Services by the Regulated Entity ("Requirement"), AWS, subject to the terms and conditions of this Section 9, shall provide the Client with support to answer such Requirement, offering to the Client material information and documentation or promoting a briefing meeting, as described in this Section.

(a) Information Request. In case the CLIENT and the Regulated Entity (if the Regulated Entity is an End User of the Client) are not able to respond to a Requirement after employing commercially reasonable efforts for such (including the supply of available documentation and information and access to AWS's relevant accounts) and notifying AWS of such condition, AWS shall employ commercially reasonable efforts to assist the Client in the response to the Requirement by means of providing (i) relevant documentation and information related to the technical and organizational measures of AWS or its affiliates, and also to the Agreement; and (ii) for matters that may not be responded by said information and documentation, if any, a briefing on security and compliance to be drafted by the workers of AWS or its affiliates. The parties agree that AWS can provide information and documentation hereunder to the Regulatory Authority, through the method established by AWS, which shall be defined at AWS' sole criteria.

(b) *Regulatory Authority Supervision. AWS acknowledges that the Client may be notified by the Regulatory Authority to take measures in relation to this Addendum. AWS and the Client shall deal with a Requirement made by the Regulatory Authority as described in this Section. If the Parties cannot respond to such Requirements, the Client may terminate the Agreement under Section 7.2(a)* ***(Termination for Convenience) of the Agreement. Without prejudice to the above-mentioned, if a Regulatory Authority requires additional information about the use of the Services by the Client that are not covered by items 9(a) and 9(b), then, upon reasonable request by the Client, AWS shall meet the Client (on a time and date mutually agreed and which may be carried out by phone) to discuss this Addendum, and which additional information or assistance the Client needs from AWS in order to comply with the law or requests from a governmental entity, including the Regulatory Authority.***

1.4 This instrument also has the purpose to include the items below in section 1.3 of the 1st Amendment Instrument:

DEFINITIONS:

"Resolution BCB 85" means "Resolution No. 85, of April 8, 2021", issued by the Brazilian Central Bank, or any subsequent normative or revision (subject to such subsequent normative or revision being in force).

"Resolution CMN 4,893" means "Resolution No. 4,893, of February 26, 2021", issued by the Brazilian Central Bank, or any subsequent normative or revision (subject to such subsequent normative or revision being in force).

(xi) Event of Termination. If a Regulatory Authority issues a Requirement related to an event of insolvency, liquidation, termination or any other similar procedure or event (any such procedure or event, "Event of Termination"), AWS and the Client shall handle the Requirement pursuant to Section 9 hereof.
If a Regulated Entity becomes subject of an Event of Termination, AWS shall comply with all applicable laws concerning that Event of Termination (however, without prejudice to any rights and resources owned by AWS pursuant hereto). Notwithstanding Section 4.4 (Login Credentials and Account Passwords) of the Agreement, the Client may disclose its login credentials, private passwords, Client's Content or the terms of this Addendum to the Regulatory Authority in relation to an Event of Termination, provided that any disclosure is subject to the terms of the Agreement, NDA (if any), and this Addendum, as applicable. Any termination of the Agreement shall be subject to the notification requirements established by Section 7 of the Agreement, by AWS to the Client, at least thirty (30) days in advance from the termination of the Agreement, pursuant to Section 7.2(b)(i) (Motivated Termination) of the Agreement.

The Client shall submit a notice to the Regulatory Authority about the termination of the Agreement, as required by Applicable Law in relation to an Event of Termination.

(xii) Compliance with data protection laws Each party shall comply with all legal requirements concerning data protection that are applicable and binding in the performance of this Addendum, including, as applicable, legal requirements related to the protection of personal information provided by Brazilian Federal Law No. 13,709/2018 (Brazilian General Data Protection Act).

1.5 The Parties also represent and warrant that they comply with the legislation and regulation concerning personal data, sensitive data, and the confidentiality rules pursuant Law No. 13,709, of 2018 (Brazilian General Data Protection Act), and that they have all required authorizations to share such information. The Parties attest that they will comply with all of those rules and the other rules applicable to data (including affidavits and obtainment of required authorization), one party ensuring the other, full indemnification for all damages resulting from all and any breach of such laws and regulations.

RATIFICATION

The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this Addendum shall remain unchanged and fully effective.

In witness whereof, the Parties have executed this instrument in three (03) counterparts of equal content, in the presence of two witnesses.

São Paulo, September 3, 2021

DocuSigned by: Artur Gaulke Schunck 1D8FA6C8FC014C9... DocuSigned by: Leandro Roberto Rodrigues 709911AD02D145E...

PAGSEGURO INTERNET S.A.

DocuSigned by: 777C90E710EF4A4... DocuSigned by: Wilson Gomes de Lima 4CB1FE96F9D34B1...

REGISTRASEGURO S.A.

DocuSigned by: Rogildo Torquato Landim 01973DA31A1B4BF... DocuSigned by: Marcelo Mogen Epperlein D42F8BCAD0C4421...

UOL DIVEO TECNOLOGIA S.A.

DocuSigned by: Rogildo Torquato Landim 01973DA31A1B4BF... DocuSigned by: Marcelo Mogen Epperlein D42F8BCAD0C4421...

COMPASSO INFORMATICA S/A

Witnesses:

1. DocuSigned by: Fabiana Algaves 637153CC10124BF...
Name:

2. DocuSigned by: 8FA3845925DB4A4...
Name:

DS

DocuSign

Completion Certificate

Envelope ID: E33EE449200E41049F0F130B77FD6886
Completed Subject: DocuSign: 3o Termo Aditivo - ADT xxxxxxxxx - Jul21 v1.1.docx
Source Envelope:
Document Pages: 4
Certificate Pages: 9
AutoNav: Enabled
Enveloped Stamping (ID Stamping): Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 10
Initials: 1

Status:

Envelope Sent by:
Saedio Dias de Souza Filho
Av. Brigadeiro Faria Lima, 1.384
SP, 01452-002
[*****] IP Address:
[*****]

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Status: Original
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Holder: Saedio Dias de Souza Filho
[*****]

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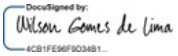
Wilson Gomes de Lima [*****] Controllership Officer Security Level: E-mail, Account Authentication (None)	 Signature established by: Pre-set style Using IP Address: [*****]	Sent: 9/8/2021 10:08:34 AM Viewed: 9/8/2021 10:57:56 AM Signed: 9/8/2021 10:58:25 AM
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Marcelo Moojen Epperlein [*****] CFO CFO Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 9/8/2021 10:58:29 AM Viewed: 9/8/2021 11:11:54 AM Signed: 9/8/2021 11:12:04 AM
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Rogildo Torquato Landim [*****] CEO UOLDIVEO CEO Security Level: E-mail, Account Authentication (None)	 Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 9/8/2021 10:58:28 AM Viewed: 9/8/2021 10:59:05 AM Signed: 9/8/2021 10:59:12 AM

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Completed	Security checked	9/8/2021 12:57:43 PM
Payment Events	**Status**	**Timestamp**

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Parties agreed to: Leandro Roberto Rodrigues, Rogildo Torquato Landim

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REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

4TH AMENDMENT TO THE CLOUD AWS AGREEMENT

By this private instrument, the Parties, on one side,

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A. (formerly known as PAGSEGURO INTERNET S.A., headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 4º andar, Part A, City of São Paulo, State of São Paulo, enrolled with the Brazilian Corporate Taxpayers' Registry ("CNPJ/MF") under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "**CLIENT** ";

REGISTRASEGURO S.A., headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 5º andar, City of São Paulo, State of São Paulo, enrolled with the CNPJ/MF under No. [*****], herein represented pursuant to its Bylaws, hereinafter simply referred to as "**CLIENT 2**";

COMPASS.UOL S.A. (formerly known as COMPASSO INFORMATICA S/A., headquartered at Alameda Barão de Limeira, 425, 7º andar, Campos Elíseos, City of São Paulo, State of São Paulo, enrolled with the CNPJ under No. [*****], herein represented pursuant to its Articles of Association, hereinafter simply referred to as **"SERVICE PROVIDER"**, and together with the CLIENTS, simply referred to as "Parties".

WHEREAS:

I. The Parties have entered into, on January 1st, 2017, a CLOUD AWS agreement, by means of which the CLIENT acquired from UOL DIVEO, AWS's resale partner, products and services provided to CLIENT directly by AWS, as per the terms of use adhered, available at: https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf (periodically updated by AWS) ("Agreement");

II. The Parties wish to amend the commercial conditions of the Purchase Order;

Now, therefore, the Parties have agreed, pursuant to law, to enter into this 4th Amendment to the Purchase Order ("Amendment Instrument"), which shall bind the Parties and their successors at any time and at any rate, under the following terms and conditions:

SECTION ONE - PURPOSE

1.1. As per negotiation between the Parties, the purpose of this instrument is to change the commercial conditions provided in the Purchase Order, pursuant to the conditions described below and, supplementary, the conditions described in the Business Proposal - AWS PPA Renewal, which once it is duly initialed, it becomes an integral part hereof.

1.1.1 The Minimum Allowance Values included in *Field 2 - Scope Description* shall be effective with the following wording:

FIELD 2 - SCOPE DESCRIPTION			
AWS SERVICE RESALE - EDP			
CATEGORY: *ON DEMAND with minimum annual allowance*			
FIELD 2.1 - AWS NET CONSUMPTION: MINIMUM ANNUAL ALLOWANCE			
1st year From 11/1/2022 to 10/31/2023	***2nd year From 11/1/2023 to 10/31/2024***	***3rd year From 11/1/2024 to 10/31/2025***	***4th year From 11/1/2025 to 10/31/2026***
[*****]	[*****]	[*****]	[*****]

FIELD 2.2 - WORKLOAD CREDITS: [*****]
FIELD 2.3 - CREDIT FOR TRAINING, HACKATHON AND RE:INVENT
[*****] Confidential information redacted

1.1.2. Sections 3.2.1, 3.2.2, 3.3.1, 3.3.2, 3.10 and 3.10.1 of *Field 2 - Commercial Conditions* shall be effective with the following wording:

"3.2.1. Considering the commercial benefits achieved from this deal, if the CLIENT wishes to fully or partially terminate the Agreement without reason, before the period agreed in section 3.2 above, the CLIENT shall [*****];

3.2.2. After the forty-ninth (49th) day of effectiveness of the Agreement, the CLIENT is [*****].

*3.3.1 **AWS Consumption Calculation**: The measurement of AWS Cloud Services used from the first to the last month to be assessed [*****].*

3.3.2. Marketplace Consumption Calculation: [*****].

3.10. The AWS Regions described in the URL link below are eligible for contract: https://aws.amazon.com/pt/about-aws/global-infrastructure/regions_az/?p=ngi&loc=2, and any other AWS regions where AWS may include from time to time upon written notice to you, except Mainland China Regions.

3.10.1. The Eligible Services described in the URL links below are used in the regions listed above, provided that they are consumed through EDP AWS ID Account, provided in the Technical Proposal included in this Agreement.

https://solutionprovider.s3.amazonaws.com/Solution+Provider+Eligible+Services+List.pdf

https://commitment-eligible-products-list.s3.amazonaws.com/Commitment+Eligible+Products+SP.pdf

1.1.3. The Parties also agree on the removal of sections 3.4 and 3.5 of Field 3 - Commercial Conditions, as the support scope is no longer provided.

1.2 Moreover, the scope of this instrument includes formalizing the changes concerning PTAX and MarketPlace Factor for AWS, pursuant to the conditions set below:

AWS Ptax

- [*****];

MarketPlace Factor

[*****]

2. RATIFICATION

2.1 The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this Amendment shall remain unchanged and fully effective.

2.2. The Parties hereby acknowledge that electronic, digital, and computerized signatures are valid and fully effective, constituting instrument enforceable out-of-court for all legal purposes, even if such signatures or certifications are not under ICP-Brazil standards, pursuant to the provisions in paragraphs of Article 10 of the Provisional Presidential Decree No. 2,200/2001 in force in Brazil. Therefore, this Amendment may be signed by such means.

São Paulo, Tuesday, October 25, 2022.

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.	
Artur Gaulke Schunck	Leandro Roberto Rodrigues

REGISTRASEGURO S.A.

Renato Bertozzo Duarte Wilson Gomes de Lima

Witnesses:

COMPASS.UOL S.A.	
Marcelo Moojen Epperlein	Rogildo Torquato Landim

1.			2.	
\	Andrea Spolavori Perez		Name:	Cesar Augusto Felix Leite

Vanessa P Souza

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Renato Bertozzo Duarte [*****] HEAD OF UNIVERSO ONLINE LEGAL DEPARTMENT Security Level: E-mail, Account Authentication (None)	DocuSigned by: 777C90E710EF4A4... Signature adoption: Signature image loaded Using IP Address: [*****]	Sent: 10/27/2022 9:48:05 AM Viewed: 10/27/2022 10:05:46 AM Signed: 10/27/2022 10:06:00 AM
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Signer Events	Signature	Timestamp
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Wilson Gomes de Lima [*****] Security Level: E-mail, Account Authentication (None)	DocuSigned by: 5C671B5253F3453... Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 10/27/2022 9:48:06 AM Viewed: 10/27/2022 10:41:19 AM Signed: 10/27/2022 10:46:32 AM
Electronic Record and Signature Disclosure: Accepted: 10/27/2022 10:41:19 AM ID: 7da36bfb-83d5-4825-b8d0-702590ab282e		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Rafael Silva de Oliveira [*****] Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/27/2022 9:49:26 AM ID: 33ce19b0-8599-4e74-af48-96b61bfa9e26	**Viewed** Using IP Address: [*****]	Sent: 10/27/2022 9:48:06 AM Viewed: 10/27/2022 9:49:26 AM

Carbon Copy Events	Status	Timestamp
Rafael Silva de Oliveira [*****] Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/27/2022 10:26:27 AM ID: f646c241-6570-4420-8b1f-c38233152902	**Copied**	Sent: 10/27/2022 11:17:03 AM
Raphaela Queiroz da Costa [*****] Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/15/2021 4:47:01 AM ID: 31e69e8e-d4dd-497c-bc07-c7279665f43f	**Copied**	Sent: 10/27/2022 11:17:03 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamp
Envelope sent	Hashed/Encrypted	10/27/2022 8:13:15 AM
Certified delivery	Security checked	10/27/2022 10:41:19 AM
Signing complete	Security checked	10/27/2022 10:46:32 AM
Completed	Security checked	10/27/2022 11:17:06 AM

Payment Events	Status	Timestamp

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Parties agreed to: Andrea Spolavori Perez, Marcelo Mojen Epperlein, Rogildo Torquato Landim, Vanessa Peres de Souza, Artur Gaulke Schunck, Cesar August

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Required hardware and software:**

(i) Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS®

(ii) Browsers: Latest versions Internet Explorer® 6.0 or above (only Windows); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (only Mac)

(iii) PDF readers: Acrobat® or similar software may be required to view and print PDF files.

(iv) Screen Resolution: 800 x 600 minimum

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Required hardware and software:**

(i) Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS®

(ii) Browsers: Latest versions Internet Explorer® 6.0 or above (only Windows); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (only Mac)

(iii) PDF readers: Acrobat® or similar software may be required to view and print PDF files.

(iv) Screen Resolution: 800 x 600 minimum

(v) Enabled Security Settings: Allow per session cookies

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Exhibit 4.33

REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

2ND AMENDMENT TO THE GENERAL CONDITIONS OF THE HIRING OF GOOGLE CLOUD NO. 2021-01439 (ES 04011/20)

By this private instrument, on one side,

DIGITALSERVICES.UOL S.A. (formerly known as UOL DIVEO TECNOLOGIA LTDA.), a company established at Alameda Barão de Limeira, 425, 1º andar, Campos Elíseos, in the City of São Paulo, State of São Paulo, enrolled with the National Register of Legal Entities (CNPJ) under No. 01.588.770/0001–60, and branches at Avenida Ceci, 1850, in the City of Barueri, State of São Paulo, duly enrolled with the CNPJ under No. 01.588.770/0008–36, at Alameda Glete, 700 – 2º andar, Campos Elíseos, in the City of São Paulo, State of São Paulo, enrolled with the CNPJ under No. 01.588.770/0011–31 and at Alameda Barão de Limeira, 425 – 2º andar, Campos Elíseos, in the City of São Paulo, State of São Paulo, enrolled with the CNPJ under No. 01.588.770/0010–50, herein represented pursuant to its articles of association, hereinafter simply referred to as UOL DIVEO and/or ASSIGNOR; and

COMPASS.UOL S/A., a company headquartered at Alameda Barão de Limeira, 425, 7º andar, Campos Elíseos, in the City of São Paulo, State of São Paulo, enrolled with the CNPJ under No. 00.271.032/0001-21, herein represented pursuant to its articles of association, hereinafter simply referred to as COMPASSO and/or ASSIGNEE, and on the other side,

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A. (Formerly known as PAGSEGURO INTERNET S.A.), a corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 4º andar, Parte A, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 08.561.701/0001-01, herein represented pursuant to its articles of association, hereinafter simply referred to as CLIENT and/or INTERVENING CONSENTING PARTY,

Hereby decided to enter into the 2nd Amendment to the Purchase Order No. 04011-20, governed by the General Conditions of the Hiring executed between the Parties ("Agreement"), pursuant to the terms and conditions established below:

SECTION I - ASSIGNMENT

1.1 With the express consent from the INTERVENING CONSENTING PARTY, **the Parties formalize the assignment and transfer of this AGREEMENT from the ASSIGNOR to the ASSIGNEE as of March 1, 2021**, and the rights and obligations hereof.

1.2 The **ASSIGNEE** herein undertakes the rights and obligations assigned by force of this instrument.

1.3 The INTERVENING CONSENTING PARTY hereby represents to be aware of all terms and conditions of the AGREEMENT assigned hereunder, as well as it grants full, public, general, unchangeable and irrevocable release of all obligations prior to the date hereof, without anything else to be claimed from the ASSIGNOR or the ASSIGNEE, on any account.

SECTION 2 - PURPOSE

2.1 The Parties also with to formalize the change of the conversion Factor of Google Cloud Services, starting on October 1st, 2021, as described in the **Business Technical Proposal - Google Public Cloud - v4, as of August 10, 2022**, which are duly signed by the Parties and is an integral part of the AGREEMENT.

SECTION 3 - GENERAL PROVISIONS

3.1 The Parties, including their witnesses, hereby acknowledge the form of hiring through electronic, digital, computerized means as valid and fully effective, which constitutes an extrajudicially enforceable instrument for all purposes of law, even if it is formalized through electronic signatures or certification outside the ICP-Brazil standards, pursuant to the provisions in paragraphs of Article 10 of the Provisional Presidential Decree No. 2,200/2001 in force in Brazil.

Therefore, this Agreement, as well as the Proposals, their exhibits and amendments may be executed through such means.

IN WITNESS WHEREOF, the Parties have executed this Amendment in two (02) counterparts, same in form and content, in the presence of the undersigned witnesses.

São Paulo, December 27, 2022.

DIGITALSERVICES.UOL S.A.

Name: Marcelo Moojen Epperlein	Name: Rogildo Torquato Landim
ID No.: [*****]	ID No.: [*****]

COMPASS.UOL S.A.

Name: Marcelo Moojen Epperlein	Name: Rogildo Torquato Landim
ID No.: [*****]	ID No.: [*****]

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

Name: Renato Bertozzo Duarte	Name: Artur Gaulke Schunck
ID No.: [*****]	ID No.: [*****]
CPF: [*****]	

WITNESSES:

Name: Cristina Ely	Name: William Mantovani Do Nascimento
ID No.: [*****]	ID No.: [*****]

Name:Vanessa Peres de Souza ID
[*****]

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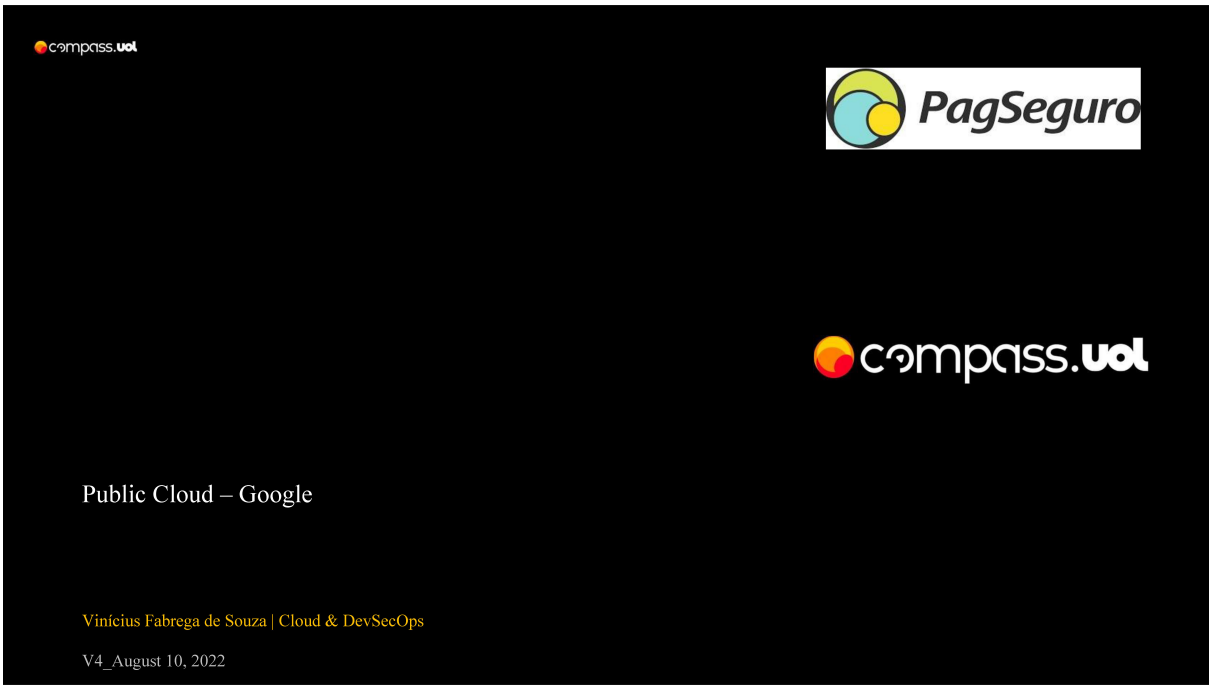

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GCP CLOUD OFFER

GCP CLOUD is a Cloud Computing platform, which encompasses a broad portfolio of products and components to build Public Clouds. Cloud Computing means a delivery model of IT resources and applications through the Internet, with the price charged according to the use and demand.

By using GCP CLOUD, you can design and deliver infrastructure, computer power, storage options, networks and data centers, content services, among others, as a service, which means, on demand, available in seconds, charged per usage.

By using the GCP CLOUD solution provided by Compass UOL, the client will benefit from:

- ☐ Fast adoption of a Cloud model;
- ☐ The best solution design according to their needs;
- ☐ Advisory services specialized in Cloud;
- ☐ Local support;
- ☐ Billing;
- ☐ Local billing;

All of this to ensure the best experience using a Public Cloud.

About GCP:

GCP is a wide set of Google's cloud services, which the developers and IT professionals use to create, deploy and manage applications throughout the global network of Google's datacenters. The integrated tools, DevOps and Marketplace, provide you with support to efficiently create from simple mobile applications to solutions to be used online.

You can find more information at: https://cloud.google.com

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BENEFITS OF THE PARTNERSHIP BETWEEN COMPASS UOL AND GCP

- Access to GCP experts, through the Compass UOL and GCP partnership, for special support in more complex cases or PoC (Proof of Concept).
- Local billing: Local taxes are accounted by GCP billing and the payment is provided in local currency (R$).
- As standard proposal of GCP Cloud, Compass UOL works as a reseller of GCP Cloud, being responsible for the monthly billing of all GCP resources used. The business proposal details the billing Factor of Compass UOL for the use of the GCP Cloud on demand.
- Additionally, PagSeguro may hire other specialized services from Compass UOL, such as the management of cloud environment and cost optimization in the cloud.

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COST OPTIMIZATION

Compass UOL has a layer of Cost Optimization included in the delivery of the billing and support services provision. Thus, Compass UOL aims to support its clients in controlling costs in the cloud, offering information that helps with the management of environment's cost. Compass UOL will submit reports focused on presenting the monitoring of use and consumption of resources offered by the providers, thus increasing the transparency of the cloud use and its general impact in cost, development and scalability.

The reports of cloud use will be submitted on a monthly basis to help your company to accurately track the inventory of services of analyze your environment's settings. The document also includes estimates and forecast of use for the following months, with the purpose of supporting the managers in making decisions and planning the cloud budget.

The reports are divided in 4 parts, as indicated below. Each item has a list of information on the environment, which will be presented by charts and images. Each item is commented by a Cloud expert, in order to deliver intelligence to our clients.

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COST OPTIMIZATION

Cost and consumption monitoring

In this item, the clients will find an summary of the cost overview during the current month with a brief comparison on data from the previous month and amounts projected for the current/subsequent month. Together with commented charts on the cloud use and cost, with a breakdown of services consumed from GCP.

Financial savings

In this item, we'll present items that helped to immediately save money with the use of the cloud. The report shows, as applicable, actions and amounts that will be saved with its execution. Plus, for clients who do not work with instance reserve, we include in this item recommendations of commitment with GCP.

We will also present the saving possibilities generated by the reserves, amounts that shall be invested and information about the return on the investment. All items will always be provided with comments and recommendations from our cloud architects and experts on cost management.

Cloud governance and security

The purpose is to present to our clients a summary with the main security weaknesses mapped in the environment while recommending actions and where they should be executed. With this delivery, we aim to ensure that the cloud environments are in compliance with the best practices recommended by each cloud provider.

Conclusion and considerations

All recommendations and items presented in the report will be summarized in this last item, again with all comments from our architects and experts. Thus, the managers and executive officers can have compiled information and perform a follow-up in the environment over time, so that all decisions can be more accurate.

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SERVICES AND SLA

Compass UOL has a layer of Cloud Services that aims at helping companies achieve their technological and business challenges imposed by the clouds. Compass UOL's services can help companies that are in the beginning of their Cloud journey and companies that have a history in the world of Cloud.

In addition to the Billing proposal, we also offer Compass UOL Support, where we ensure the efficiency in handling support demands with the agility that the business and application require with technical support offered in Portuguese language and prices in Brazilian Reais, comprising the following scope.

Compass UOL support has its scope established below, where the client remains responsible for the management of its Cloud environment. However, the client can count on us to open tickets in Google GCP for handling incidents and billing-related questions.

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SERVICES AND SLA

Item	Compass UOL Activities
Billing	Answering cost-related questions (taxes, Compass UOL factor, which one is the price reference chart of the providers).
Invoicing	Answering questions related to the accrual period, closing date and due date of the invoice.
Consumption of cloud resources	Answering questions* on the pricing model on each GCP service. *The support provided by Compass UOL does not include the performance of any activity in the client's environment.
Requests and Incidents in the cloud layer	Ticket opening at GCP requesting solution and notifying the client whenever asked about the resolution status.
Maintenance of the Cloud platform	Notifying the clients on the maintenance windows informed by GCP.

Compass UOL Support	
Call Centre	Client Dashboard
Assistance	8x5
Incident response time	Up to 24h
SLA for requests	72 business hours. Note: Considering that the Client will provide the information within 1 business day

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BUSINESS CONDITIONS

Monthly price: No deadline		
Model of hiring	Factor Without Taxes	Factor With Taxes
Reference to services described in this Technical Proposal	0.8152	0.9279

Important considerations:
- Conditions presented herein are applied retroactively to October 1st, 2021.

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TECHNICAL SOLUTION

Architecture

The proposal was designed upon technical and business analysis of the requirements informed by PagSeguro Internet S.A.

The GCP CLOUD project encompasses the provision of an account for the use and management by PagSeguro Internet S.A. By using the form of payment per usage, this proposal allows for the use of the services of GCP CLOUD in a simple way, agile and with real-time visibility of your expenditures.

Support

Bronze

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CUSTOMER SERVICE CHANNELS

- Compass UOL provides customer support channels for clients to submit feedbacks, praises and complaints, by opening tickets through Service Desk, which may be recorded/formalized by phone 0800 16 0066 or by Compass UOL’s Client Dashboard.

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CUSTOMER SERVICE CHANNELS

Definitions:

- Suggestions: any idea or proposal to improve the services
- Compliments: statement of satisfaction with the support and/or service provided
- Complaints: statement of discontent with the support and/or service provided

- In order to continually improve procedures, we also provide support to customers through ombudsman, which may be enabled through the Client's Dashboard, when the response received from the customer service channels is deemed insufficient.

- Our Service Desk is available 24x7 (when contracted), and our Ombudsman is available from Monday to Friday, from 09:00 am to 06:00 pm, except for holidays.

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GENERAL CONDITIONS

- The client shall be responsible for managing elements such as: operating systems, data bases, maintenance and modification of virtual machines (processing, hard drive and RAM), backup (security copy), as well as assessing the security of the assets exposed to the Internet selecting the most appropriate model for their protection;
- The execution of activities within the client's cloud environment is linked to contracting of additional services. The billing and support services do not provide the performance of any change, migration or implementation of resources or services in the client's environment.
- It's important that the client has a dedicated team 24x7x365 for active monitoring of GCP resources and recording all changes made concerning the scope that was originally planned.
- Business hours means the service from 09:00 AM to 06:00 PM from Monday to Friday, except for holidays in the city of São Paulo;
- Technical Support included in this proposal does not provide support to requests for installation of new services or management and maintenance of services in the cloud.
- Compass UOL may, upon additional contract, provide Software licensing for use in cloud. If the environment's management is performed by the client, the technical support requests to the Software's manufacturer shall be made through a ticket at Compass UOL Service Desk.

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GENERAL CONDITIONS

- ☐ If the scope of the projects comprises the use of software licenses provided by Compass UOL, with the Client's management, at any moment during the effectiveness of the agreement, the client may be requested to provide administrative access to the Operating System, for audit purposes. Upon detection of discrepancies, the client will be formally notified on the breaches and the regularizations costs due;

- ☐ The start of the cloud resource consumption billing occurs immediately ipon the association of the:
  GCP User Account ID

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BUSINESS CONDITIONS

Below we present information associated to the consumption and support. The price will vary monthly according to the consumption and considerations described below, for more information check the general conditions in the next slide (slide 17)

Hiring Models	Monthly price (taxes inclusive)
On-demand usage	“On demand”

Hiring Models	Rule
Support	R$ 400.00 (for usage up to R$ 9,650.00 net) 3.5% of billing (for usage over R$ 9,650.00 net)

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GENERAL PROVISIONS

- This proposal is valid for: 15 business days. If the period lapses and the CLIENT has not returned this document duly signed to Compass UOL, terms and conditions herein may be revised by Compass UOL;
- Rules to measure the consumption (on demand, package and extra) and monthly billing of services: monthly assessment and billing of consumption shall occur by the 15th day of the next month after the consumption, based on the measurement extracted from COMPASS UOL Client's Dashboard, in Brazilian Reais multiplied by net factor of 0.8152 (without applicable taxes) corresponding to the gross factor of 0.9279 (with applicable taxes).
- Discounts for contracting products in Public Cloud with Compass UOL are resulted from the partnership between the service providers. The client receives this discount upon association of its account to Compass UOL's custody.
- Notwithstanding the provisions above, the Public Cloud Provider may choose to cancel and/or change any level of service provided in the partnership, and Compass UOL is responsible, as reseller, for notifying the client regarding any change to its monthly fee;
- Taxes and rates will be applied pursuant to legislation in force.
- Any changes to tax rates or calculation basis for taxes levied on the price of the provision of services subject matter hereof, as well as any other taxes that may be created as from the date hereof, even if due to revocation of exemption, shall result in price increase or reduction, according to the prevailing rate;
- If the CLIENT fails to comply with the obligations established in the Technical and Business Proposals, resulting in a delay in the schedule that was originally proposed, the CLIENT is not exempt from promptly complying with the other obligations, especially the obligations related to payments due;
- This proposal does not cover the local cross connection costs with Third-Party Carriers;
- Items contracted hereby may be available as per third-party provision, which may result in partial deliveries, if this occurs, their respective acceptance terms must be approved by the CLIENT for invoicing;
- The support price considers the net consumption of the cloud resources.

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Internal name of the document P986VBONYY-WDGUNA32

File name:
Compass_UOL_-_Proposta_Comercial_-_PAGSEGURO_-_Nuvem_Publica_20220831100454305503 4.pdf
Request binding date: 31/08/2022 10:08AM
Author: Andre Luis Jardim de Oliveira Junior (andre.jardim@compasso.com.br)
Application: 4898

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Envelope Sent by:
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Av. Brigadeiro Faria Lima, 1.384
SP, 01452-002
raphaela.queiroz@compasso.com.br
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Vivian Freire Rodrigues do Vale vfvale@uolinc.com Lawyer UNIVERSO ONLINE SA Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not offered via DocuSign	 Signature adoption: Signature image loaded Using IP Address: 147,161,128,183	Sent: 3/3/2023 4:25:18 AM Viewed: 3/3/2023 5:44:27 AM Signed: 3/3/2023 5:54:08 AM
Cristina Ely cristina.ely@compasso.com.br 00098194011 UOL - UNIVERSO ONLINE S.A. Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not offered via DocuSign	 Signature adoption: Pre-selected Style IP Address: 189.6.248.20	Sent: 3/3/2023 10:35:29 AM Viewed: 3/6/2023 3:56:00 AM Signed: 3/6/2023 3:56:18 AM
Vanessa Peres de Souza vperes@uolinc.com DIGITALSERVICES.UOL S.A Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/5/2023 1:56:46 PM ID: 18a6eec1-d106-4de7-b810-7c641a95415c	 Signature established by: Pre-set style Using IP Address: 147.161.129.203	Sent: 3/3/2023 10:35:30 AM Viewed: 3/5/2023 1:56:46 PM Signed: 3/5/2023 1:57:27 PM

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Marcelo Mojen Epperlein mepperlein@uolinc.com CFO Compasso Tecnologia Ltda Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/31/2018 1:30:22 PM ID: 774a953a-502f-490e-8d30-287bcf760845	DocuSigned by: Marcelo Mojen Epperlein D42F8BCAD0C4421... Signature adoption: Pre-selected Style IP Address: 147.161.128.195	Sent: 3/6/2023 3:56:24 AM Viewed: 3/6/2023 4:47:00 AM Signed: 3/6/2023 4:47:38 AM
Rogildo Torquato Landim gtorquato@uolinc.com CEO Compass.UOL Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/30/2021 11:24:53 AM ID: cb7aa00e-837d-42a7-91b9-c1b3b18ebf8d	DocuSigned by: Rogildo Torquato Landim 15CC19F69B8E4B3... Signature adoption: Pre-selected Style IP Address: 147.161.128.172	Sent: 3/6/2023 3:56:24 AM Viewed: 3/6/2023 5:08:01 AM Signed: 3/6/2023 5:08:28 AM
Artur Gaulke Schunck aschunck@pagseguro.com Chief Financial Officer Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/1/2021 3:19:10 AM ID: fa0c9073-addf-4780-b419-41a5b944e0e2	DocuSigned by: Artur Gaulke Schunck 67A9FA4BE32D493... Signature established by: Pre-set style Using IP Address: 165.225.242.184	Sent: 3/6/2023 5:08:46 AM Resent 3/7/2023 3:48:35 AM Viewed: 3/7/2023 7:57:57 AM Signed: 3/7/2023 7:58:17 AM
Renato Bertozzo Duarte rduarte@uolinc.com HEAD OF UNIVERSO ONLINE LEGAL DEPARTMENT Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not offered via DocuSign	DocuSigned by: 777C90E710EF4A4... Signature adoption: Signature image loaded Using IP Address: 147.161.128.173	Sent: 3/6/2023 5:08:45 AM Viewed: 3/6/2023 9:09:53 AM Signed: 3/6/2023 9:10:12 AM

William Mantovani do Nascimento
wnascimento@uolinc.com
Mr.
Security Level: E-mail, Account Authentication
(None)

Signature established by: Pre-set style
Using IP Address: 147.161.128.197

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Signed: 3/7/2023 11:18:13 AM

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Envelope Summary Events	Status	Timestamp
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Envelope updated	Security checked	3/7/2023 8:07:51 AM
Envelope updated	Security checked	3/7/2023 8:07:51 AM
Certified delivery	Security checked	3/7/2023 8:54:49 AM
Signing complete	Security checked	3/7/2023 11:18:13 AM
Completed	Security checked	3/7/2023 11:18:20 AM
Payment Events	**Status**	**Timestamp**
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To let us know of a change in your e-mail address to which we should send notices and disclosures electronically to you, you must send us an e-mail to lnogueira@uolinc.com providing: your

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(i) Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS®

(ii) Browsers: Latest versions Internet Explorer® 6.0 or above (only Windows); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (only Mac)

(iii) PDF readers: Acrobat® or similar software may be required to view and print PDF files.

(iv) Screen Resolution: 800 x 600 minimum

(v) Enabled Security Settings: Allow per session cookies

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Exhibit 4.39

Espaider: ADT 01103/22

FIFTH AMENDMENT TO THE SERVICE AGREEMENT AND OTHER COVENANTS

By this private instrument, the Parties, on one side,

UNIVERSO ONLINE S.A., a corporation headquartered at Avenida Brigadeiro Faria Lima 1384, 6º andar, in the City of São Paulo, State of São Paulo, enrolled with the Corporate Taxpayers' Registry of the Ministry of Finance (CNPJ/MF) under No. 01.109.184/0001-95, herein represented pursuant to its Bylaws, hereinafter simply referred to as **"UOL" and/or "CLIENT 1";**

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A. (FORMERLY KNOWN AS PAGSEGURO INTERNET S.A., corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 4º andar, Parte A, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 08.561.701/0001-01, herein represented pursuant to its Bylaws, hereinafter simply referred to as **"PAGSEGURO" and/or "CLIENT 2";**

UOL CURSOS TECNOLOGIA EDUCACIONAL LTDA., a limited liability company headquartered at Alameda Barão de Limeira, 425, 7º andar, parte C, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 17.543.049/0001-93, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"UOL CURSOS" and/or "CLIENT 3";**

UOL DIVEO TECNOLOGIA LTDA., a limited liability company headquartered at Alameda Barão de Limeira, 425, 1º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 01.588.770/0001-60, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"UOL DIVEO" and/or "CLIENT 4";**

CIATECH TECNOLOGIA EDUCACIONAL LTDA., a limited liability company headquartered at Alameda Barão de Limeira, nº 425, 7º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 01.367.958/0001-88, herein represented pursuant to its Articles of Organization, hereinafter simply referred to as **"CIATECH" and/or "CLIENT 5";**

WIRECARD BRAZIL INSTITUIÇÃO DE PAGAMENTO S.A., a corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 5º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 08.718.431/0001-08, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as "**WIRECARD**" and/or "**CLIENT 6**";

All Parties mentioned above are jointly referred to as "**CLIENTS**" or, individually, as "**CLIENT**"; and on the other side:

INVILLIA - DESENVOLVIMENTO DE PRODUTOS DIGITAIS LTDA., headquartered at Rua Padre Duarte, Nº 151, Conj. 181 Edif. Empresarial América, Centro, Araraquara – SP, enrolled with CNPJ/MF under No. 04.654.734/0001-45, herein duly represented pursuant to its articles of incorporation in force, hereinafter referred to as **SERVICE PROVIDER**.

Whereas:

I. The Parties have entered into the Service Agreement and Other Covenants on November 7, 2019 and four (4) subsequent Amendments ("Agreement"), in addition to the execution of numerous additional business proposals; and

II. The Parties wish to amend some conditions of the Agreement.

Now, therefore, the Parties have agreed, pursuant to law, to enter into this Amendment to the Service Agreement and Other Covenants ("Amendment"), which shall bind the Parties and their successors at any time and on any account, under the following terms and conditions:

1. AMENDMENTS

1.1. The Parties have decided, regardless of provision in the Agreement and its relevant Exhibits/Proposals, to adjust the amount of the Agreement in **[*****]** for the period between 3/1/2022 and 2/28/2023, applicable to all prices in the Agreement and its relevant Exhibits/Proposals currently in force.

1.2. In replacement of any other contractual provision, the Parties hereby elect the National Consumer Price Index (INPC) for adjustment for inflation, applicable to the prices established in the Agreement and the Proposals, every twelve (12) months, starting from the date of 03/01/2022.

2. RATIFICATION

2.1. The SERVICE PROVIDER irrevocably gives release to the CLIENTS regarding the Agreement, and the CLIENTS do not owe any amounts that have become due until the date of execution hereof.

2.2. The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this document shall remain unchanged and fully effective.

3. ELECTRONIC SIGNATURE

3.1. This Amendment shall be signed electronically through an electronic signature tool, pursuant to paragraph 2 of article 10 of Provisional Decree 2.200- 2/2001, and the signatures constitute valid and enforceable obligations, for all legal purposes, representing the will of everyone signing the instrument, as documentary evidence, for all purposes and effects. The Parties on the date hereof represent and warrant that the signature in this Amendment through electronic signature, pursuant to item above, is performed by who lawfully hold full powers and ability to do so.

4. RETROACTIVITY

4.1. This Agreement is executed between the parties on the date hereof, however, its effects shall relate back to the date of 3/1/2022, when the parties had oral understandings concerning its purpose.

4.2. In witness whereof, the Parties sing this instrument in two (2) counterparts of equal content, in the presence of two witnesses.

São Paulo, April 4, 2022.

UNIVERSO ONLINE S.A.

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

UOL CURSOS TECNOLOGIA EDUCACIONAL LTDA.

UOL DIVEO TECNOLOGIA LTDA.

CIATECH TECNOLOGIA EDUCACIONAL LTDA

WIRECARD BRAZIL INSTITUIÇÃO DE PAGAMENTO S.A.

INVILLIA - DESENVOLVIMENTO DE PRODUTOS DIGITAIS LTDA.

Witnesses:

1. _____
Name: [*****]
CPF: [*****]

2. _____
Name: [*****]
CPF: [*****]

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ADT:04392/22

SIXTH AMENDMENT TO THE SERVICE AGREEMENT AND OTHER COVENANTS

By this private instrument, the Parties, on one side,

UNIVERSO ONLINE S.A., a corporation headquartered at Avenida Brigadeiro Faria Lima 1384, 6º andar, in the City of São Paulo, State of São Paulo, enrolled with the Corporate Taxpayers' Registry of the Ministry of Finance (CNPJ/MF) under No. 01.109.184/0001-95, and subsidiary enrolled with CNPJ/MF under No. 01.109.184/0004-38, herein represented pursuant to its Bylaws, hereinafter simply referred to as **"UOL" and/or "CLIENT 1";**

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A. (formerly known as PAGSEGURO INTERNET S.A., corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 4º andar, Parte A, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 08.561.701/0001-01, herein represented pursuant to its Bylaws, hereinafter simply referred to as **"PAGSEGURO" and/or "CLIENT 2";**

UOL CURSOS TECNOLOGIA EDUCACIONAL LTDA., a limited liability company headquartered at Alameda Barão de Limeira, 425, 7º andar, parte C, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 17.543.049/0001-93, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"UOL CURSOS" and/or "CLIENT 3";**

UOL DIVEO TECNOLOGIA LTDA., a limited liability company headquartered at Alameda Barão de Limeira, 425, 1º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 01.588.770/0001-60, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"UOL DIVEO" and/or "CLIENT 4";**

CIATECH TECNOLOGIA EDUCACIONAL LTDA., a limited liability company headquartered at Alameda Barão de Limeira, nº 425, 7º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 01.367.958/0001-88, herein represented pursuant to its Articles of Organization, hereinafter simply referred to as **"CIATECH" and/or "CLIENT 5";**

WIRECARD BRAZIL S.A., a corporation headquartered at Avenida Brigadeiro Faria Lima, No. 3064, 12º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 08.718.431/0001-08, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as "**WIRECARD**" and/or "**CLIENT 6**";

PAGSEGURO TECNOLOGIA LTDA., a corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 1º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 06.375.668/0001-08, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as "**BOACOMPRA.COM**" and/or "**CLIENT 7**";

All Parties mentioned above are jointly referred to as "**CLIENTS**" or, individually, as "**CLIENT**"; and on the other side:

INVILLIA - DESENVOLVIMENTO DE PRODUTOS DIGITAIS LTDA., headquartered at Rua Padre Duarte, Nº 151, Conj. 175, Edif. Empresarial América, Centro, Araraquara – SP, enrolled with CNPJ/MF under No. 04.654.734/0001-45, herein duly represented pursuant to its articles of incorporation in force, hereinafter referred to as **SERVICE PROVIDER**.

Now, therefore, the Parties have agreed, pursuant to law, to enter into this Fourth Amendment ("Amendment") to the Service Agreement and Other Covenants ("Agreement"), which shall bind the Parties and their successors at any time and on any account, under the following terms and conditions:

1. PURPOSE

2.1. The Parties have mutually agreed to include **BOACOMPRA.COM** in the Agreement, under the same conditions as the other **CLIENTS**, and now the preamble of the Agreement shall become effective as established herein.

1.1.1. The billing and payment for the services shall be made pursuant to the Agreement, directly between the **SERVICE PROVIDER** and the **CLIENT** who benefited from the services, including the information of each party.

1.1.2. The **CLIENT** benefiting from the service shall be the sole owner of the rights and obligations arising therefrom, thus not creating any type of liability, including joint and several liability, to the other parties.

1.1.3. **BOACOMPRA.COM** represents to acknowledge all clauses and conditions of the Agreement, undertaking to fully comply with each of them.

2.2. The **SERVICE PROVIDER** irrevocably gives release to the **CLIENTS** regarding the Agreement, and the **CLIENTS** do not owe any amounts that have become due until the date of execution hereof.

2. RATIFICATION

2.1. The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this document shall remain unchanged and fully effective.

3. ELECTRONIC SIGNATURE This Amendment shall be signed electronically through an electronic signature tool, pursuant to paragraph 2 of article 10 of Provisional Decree 2.200- 2/2001, and the signatures constitute valid and enforceable obligations, for all legal purposes, representing the will of everyone signing the instrument, as documentary evidence, for all purposes and effects. The Parties on the date hereof represent and warrant that the signature in this Amendment through electronic signature, pursuant to item above, is performed by who lawfully hold full powers and ability to do so.

In witness whereof, the Parties sing this instrument in two (2) counterparts of equal content, in the presence of two witnesses.

São Paulo, Wednesday, August 17, 2022.

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UNIVERSO ONLINE S.A.

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

UOL CURSOS TECNOLOGIA EDUCACIONAL LTDA.

UOL DIVEO TECNOLOGIA LTDA.

CIATECH TECNOLOGIA EDUCACIONAL LTDA

WIRECARD BRAZIL S.A.

PAGSEGURO TECNOLOGIA LTDA.

INVILLIA - DESENVOLVIMENTO DE PRODUTOS DIGITAIS LTDA.

Witnesses:

1. _____
Name: [*****]
CPF: [*****]

2. _____
Name: [*****]
CPF: [*****]

Exhibit 4.41

ADT:01108-23

SEVENTH AMENDMENT TO THE SERVICE AGREEMENT AND OTHER COVENANTS

By this private instrument, the Parties, on one side,

UNIVERSO ONLINE S.A., a corporation headquartered at Avenida Brigadeiro Faria Lima 1384, 6º andar, in the City of São Paulo, State of São Paulo, enrolled with the Corporate Taxpayers' Registry of the Ministry of Finance (CNPJ/MF) under No. 01.109.184/0001-95, and subsidiary enrolled with CNPJ/MF under No. 01.109.184/0004-38, herein represented pursuant to its Bylaws, hereinafter simply referred to as **"UOL" and/or "CLIENT 1";**

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A. (formerly known as

PAGSEGURO INTERNET S.A., corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 4º andar, Parte A, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 08.561.701/0001-01, herein represented pursuant to its Bylaws, hereinafter simply referred to as **"PAGSEGURO" and/or "CLIENT 2";**

UOL CURSOS TECNOLOGIA EDUCACIONAL LTDA., a limited liability company headquartered at Alameda Barão de Limeira, 425, 7º andar, parte C, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 17.543.049/0001-93, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"UOL CURSOS" and/or "CLIENT 3";**

DIGITALSERVICES.UOL S.A. (formerly known as UOL DIVEO TECNOLOGIA LTDA.), a limited liability company headquartered at Alameda Barão de Limeira, 425, 1º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 01.588.770/0001-60, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"UOL DIVEO" and/or "CLIENT 4";**

CIATECH TECNOLOGIA EDUCACIONAL LTDA., a limited liability company headquartered at Alameda Barão de Limeira, nº 425, 7º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 01.367.958/0001-88, herein represented pursuant to its Articles of Organization, hereinafter simply referred to as **"CIATECH" and/or "CLIENT 5";**

WIRECARD BRAZIL INSTITUICAO DE PAGAMENTO S.A. (Formerly known as WIRECARD BRAZIL S.A.), a corporation headquartered at Avenida Brigadeiro Faria Lima, No. 3064, 12º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 08.718.431/0001-08, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as "**WIRECARD**" and/or "**CLIENT 6**";

PAGSEGURO TECNOLOGIA LTDA., a corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 1º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 06.375.668/0001-08, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as "**BOACOMPRA.COM**" and/or "**CLIENT 7**";

All Parties mentioned above are jointly referred to as "**CLIENTS**" or, individually, as "**CLIENT**"; and on the other side:

INVILLIA - DESENVOLVIMENTO DE PRODUTOS DIGITAIS LTDA., headquartered at Rua Padre Duarte, Nº 151, Conj. 175, Edif. Empresarial América, Centro, Araraquara – SP, enrolled with CNPJ/MF under No. 04.654.734/0001-45, herein duly represented pursuant to its articles of incorporation in force, hereinafter referred to as **SERVICE PROVIDER**.

Now, therefore, the Parties have agreed, pursuant to law, to enter into this Seventh Amendment ("Amendment") to the Service Agreement and Other Covenants ("Agreement"), which shall bind the Parties and their successors at any time and on any account, under the following terms and conditions:

1. PURPOSE

1.1 The purpose of this instrument is to establish that, as agreed between the Parties, there will be no adjustment to the monthly price paid by the CLIENTS, throughout the period from 01/01/2023 and 12/31/2023, so that the monthly price will remain unchanged.

2. RATIFICATION

2.1 The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this document shall remain unchanged and fully effective.

2.2

3. ELECTRONIC SIGNATURE

3.1 This Amendment shall be signed electronically through an electronic signature tool, pursuant to paragraph 2 of article 10 of Provisional Decree 2.200- 2/2001, and the signatures constitute valid and enforceable obligations, for all legal purposes, representing the will of everyone signing the instrument, as documentary evidence, for all purposes and effects. The Parties on the date hereof represent and warrant that the signature in this Amendment through electronic signature, pursuant to item above, is performed by who lawfully hold full powers and ability to do so.

In witness whereof, the Parties sing this instrument in two (2) counterparts of equal content, in the presence of two witnesses.

São Paulo, Thursday, March 16, 2023.

UNIVERSO ONLINE S.A.

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

UOL CURSOS TECNOLOGIA EDUCACIONAL LTDA.

DIGITALSERVICES.UOL S.A.

CIATECH TECNOLOGIA EDUCACIONAL LTDA

WIRECARD BRAZIL INSTITUICAO DE PAGAMENTO S.A.

PAGSEGURO TECNOLOGIA LTDA.

INVILLIA - DESENVOLVIMENTO DE PRODUTOS DIGITAIS LTDA.

Witnesses:

1. _____
Name: [*****]
CPF: [*****]

2. _____
Name: [*****]
CPF: [*****]

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ADT:05662/23

EIGHTH AMENDMENT TO THE SERVICE AGREEMENT AND OTHER COVENANTS

By this private instrument, the Parties, on one side,

UNIVERSO ONLINE S.A., a corporation headquartered at Avenida Brigadeiro Faria Lima 1384, 6º andar, in the City of São Paulo, State of São Paulo, enrolled with the Corporate Taxpayers' Registry of the Ministry of Finance (CNPJ/MF) under No. 01.109.184/0001-95, and subsidiary enrolled with CNPJ/MF under No. 01.109.184/0004-38, herein represented pursuant to its Bylaws, hereinafter simply referred to as **"UOL" and/or "CLIENT 1";**

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A. (formerly known as PAGSEGURO INTERNET S.A.), corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 4º andar, Parte A, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 08.561.701/0001-01, herein represented pursuant to its Bylaws, hereinafter simply referred to as **"PAGSEGURO" and/or "CLIENT 2";**

UOL CURSOS TECNOLOGIA EDUCACIONAL LTDA., a limited liability company headquartered at Alameda Barão de Limeira, 425, 7º andar, parte C, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 17.543.049/0001-93, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"UOL CURSOS" and/or "CLIENT 3";**

DIGITALSERVICES.UOL S.A. (formerly known as UOL DIVEO TECNOLOGIA LTDA.), a limited liability company headquartered at Alameda Barão de Limeira, 425, 1º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 01.588.770/0001-60, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"DIGITALSERVICES.UOL" and/or "ASSIGNOR" (formerly known as "CLIENT 4");**

EDGE.UOL TECNOLOGIA LTDA., company headquartered at Avenida Brigadeiro Faria Lima, 1384 – 2º andar, parte B, Jardim Paulistano, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 49.164.060/0001-39, with subsidiary at Alameda Glete, 700 – 3º andar, Campos Elíseos, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 49.164.060/0002-10, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"EDGE.UOL" "ASSIGNEE" and/or "CLIENT 4"**;

CIATECH TECNOLOGIA EDUCACIONAL LTDA., a limited liability company headquartered at Alameda Barão de Limeira, nº 425, 7º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 01.367.958/0001-88, herein represented pursuant to its Articles of Organization, hereinafter simply referred to as **"CIATECH" and/or "CLIENT 5";**

WIRECARD BRAZIL S.A., a corporation headquartered at Avenida Brigadeiro Faria Lima, No. 3064, 12º andar, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 08.718.431/0001-08, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as "**WIRECARD**" and/or "**CLIENT 6**";

PAGSEGURO TECNOLOGIA LTDA., a limited liability corporation, headquartered at Avenida Brigadeiro Faria Lima 1384, 1º andar, in the City of São Paulo, State of São Paulo, enrolled with the CNPJ/MF under No. 06.375.668/0001-08, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as **"BOACOMPRA.COM" and/or "CLIENT 7";**

CONCIL INTELIGÊNCIA EM CONCILIAÇÃO S.A., a corporation headquartered at Avenida Brigadeiro Faria Lima, No. 1384, 1º andar - Mezanino, in the City of São Paulo, State of São Paulo, enrolled with CNPJ/MF under No. 72.697.600/0001-61, herein represented pursuant to its articles of incorporation, hereinafter simply referred to as "**CONCIL**" and/or "**CLIENT 8**";

All Parties mentioned above are jointly referred to as "**CLIENTS**" or, individually, as "**CLIENT**"; and on the other side:

INVILLIA - DESENVOLVIMENTO DE PRODUTOS DIGITAIS LTDA., headquartered at Rua

Padre Duarte, Nº 151, Conj. 175, Edif. Empresarial América, Centro, Araraquara – SP, enrolled with CNPJ/MF under No. 04.654.734/0001-45, herein duly represented pursuant to its articles of incorporation in force, hereinafter referred to as **SERVICE PROVIDER**.

WHEREAS:

(I) As of November 7, 2019, the Parties executed the Service Agreement and Other Covenants ("Agreement"), which was subsequently amended through seven (7) Amendment Instruments;

(ii) The ASSIGNOR was partially spun-off with the transfer of the spun-off remaining assets to the ASSIGNEE on April 1, 2023 ("Partial Spin-off"), in such a way that, as a result from the Partial Spin-off, the services are now provided and billed to EDGE.UOL, and

(iii) The Parties hereby wish to formalize the amendment of item (ii) above, to include Concil as Client and include new services.

Now, therefore, the Parties have agreed, pursuant to law, to enter into this Eighth Amendment ("8th Amendment") to the Service Agreement and Other Covenants executed on November 7, 2019 ("Agreement"), which shall bind the Parties and their successors at any time and on any account, under the following terms and conditions:

1. ASSIGNMENT

1.1. Upon express consent of the **SERVICE PROVIDER**, as result from the Partial Spin-off, the rights and obligations in the Agreement shall be assigned by the **ASSIGNOR** to the **ASSIGNEE**, and the services will now be provided directly to the **ASSIGNEE**.

1.2. The **ASSIGNEE** herein undertakes the rights and obligations assigned by force of the Partial Spin-off and this instrument.

1.3. The billing for the services provided shall be performed by the **ASSIGNEE**, as per the information included in the preamble hereof, pursuant to the terms and periods provided in the Agreement.

1.4. The **SERVICE PROVIDER** hereby represents to be aware of all terms and conditions of this assignment of the Agreement, as well as it grants full, public, general, unchangeable and irrevocable release of all obligations prior to the date hereof, without anything else to be claimed from the **ASSIGNOR** or the **ASSIGNEE**, on any account.

2. PURPOSE

2.1. The Parties have mutually agreed to include **CONCIL** in the Agreement, ***as of August 1, 2023***, under the same conditions as the other **CLIENTS**, and now the preamble of the Agreement shall become effective as established herein.

2.1.1. The billing and payment for the services shall be made pursuant to the Agreement, directly between the **SERVICE PROVIDER** and the **CLIENT** who benefited from the services, including the information of each party.

2.1.2. The **CLIENT** benefiting from the service shall be the sole owner of the rights and obligations arising therefrom, thus not creating any type of liability, including joint and several liability, to the other parties.

2.1.3. **CONCIL** represents to acknowledge all clauses and conditions of the Agreement, undertaking to fully comply with each of them.

2.2. The **SERVICE PROVIDER** irrevocably gives release to the **CLIENTS** regarding the Agreement, and the **CLIENTS** do not owe any amounts that have become due until the date of execution hereof.

2.3. This 8th Amendment also wishes to amend the Agreement's conditions to include new services of *Squad of Professionals, encompassed by: (1) Senior Python Back-end Developer and (1) Middle Python Back-end Developer, for* ***CONCIL***, pursuant to the specific terms and conditions described in the Business Proposal *PC_INVILLIA – PAGBANK_CONCIL- Jun23-V02, as of July 21, 2023 and DD_INVILLIA – PAGBANK_CONCIL – Jun23 – V02*, which, upon due approval, will become an integral part of this 8th Amendment.

2.4. Regardless of the execution date hereof, the effects shall relate back: (I) to April 1, 2023, in relation to the partial spin-off of DigitalServices.Uol to Edge.Uol, and (ii) to August 1, 2023, in relation to the inclusion of **CONCIL** to the Agreement.

3. PRICES

3.1. Pursuant to the conditions described in section 2.3. above, **CONCIL** shall pay to the SERVICE PROVIDER the monthly amount of **[*****]**, with taxes inclusive.

3.2. **CONCIL** represents to accept the new prices that shall be billed as of the commencement date of the Services provision activities, starting on August 1, 2023.

4. EFFECTIVENESS

4.1. The effectiveness of the scope described in section 2.3 above is for **twelve (12) months**, starting from August 1, 2023 through July 31, 2024, with renewal subject to the terms of the Agreement.

5. RATIFICATION

5.1. The Parties ratify all other terms and conditions of the Agreement, making it clear that the terms and clauses that have not been expressly changed by this document shall remain unchanged and fully effective.

6. ELECTRONIC SIGNATURE

6.1. This Amendment shall be signed electronically through an electronic signature tool, pursuant to paragraph 2 of article 10 of Provisional Decree 2.200- 2/2001, and the signatures constitute valid and enforceable obligations, for all legal purposes, representing the will of everyone signing the instrument, as documentary evidence, for all purposes and effects. The Parties on the date hereof represent and warrant that the signature in this Amendment through electronic signature, pursuant to item above, is performed by who lawfully hold full powers and ability to do so.

In witness whereof, the Parties sing this instrument in two (2) counterparts of equal content, in the presence of two witnesses.

São Paulo, August 23, 2023.

Renato Bertozzo Duarte — Gil Torquato

UNIVERSO ONLINE S.A.

Renato Bertozzo Duarte — Gil Torquato

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

UOL CURSOS TECNOLOGIA EDUCACIONAL LTDA.

Renato Bertozzo Duarte — Gil Torquato

DIGITALSERVICES.UOL S.A.

Renato Bertozzo Duarte — Gil Torquato

EDGE.UOL TECNOLOGIA LTDA.

Renato Bertozzo Duarte — Marcelo Ivaldo da Silva

CIATECH TECNOLOGIA EDUCACIONAL LTDA.

Renato Bertozzo Duarte Marcelo Ivaldo da Silva

WIRECARD BRAZIL S.A.

Renato Bertozzo Duarte Marcelo Ivaldo da Silva

PAGSEGURO TECNOLOGIA LTDA.

Renato Bertozzo Duarte Marcelo Ivaldo da Silva

CONCIL INTELIGÊNCIA EM CONCILIAÇÃO S.A.

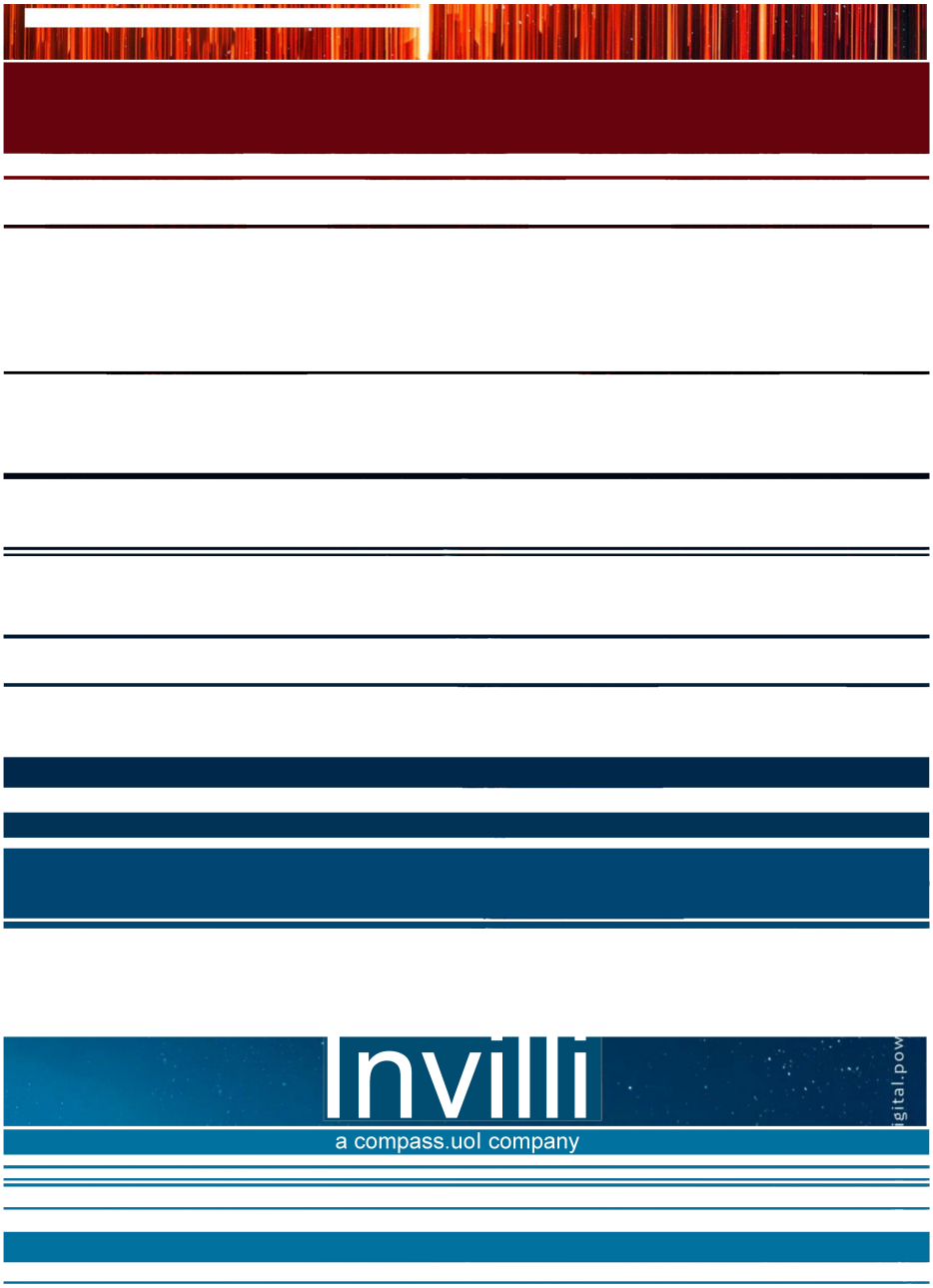
Paulo Rogério Martins Marcelo Ivaldo da Silva

INVILLIA - DESENVOLVIMENTO DE PRODUTOS DIGITAIS LTDA.

Witnesses:

1. _____
Name: [*****]
CPF: [*****]

2. _____
Name: [*****]
CPF: [*****]


Invilli
a compass.uol company

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hello_

we are an fnfinite way to build {and scale}_innovations

Invillia is a global tech company with strategic hubs in Latin America, Portugal, United Kingdom, Mexico and Netherlands.

You certainly know Invillia and interacted with the digital products and services we develop_ Our codes and capacity of innovation empower and improve the performance of game-changers that are streamlining and transforming their segments with technology and new ideas_

All digital products can {scale} its technology and intelligence with our GGF™_

Whether you are a Fintech, Retailtech, Regtech, Healthtec, Agritech, Mediatech, Edtech. Anytech_ Our exclusive operation model (Global Growth Framework™_ data, people and action) was structured to expand the performance of each client by adding:

. incremental technological and product view.
. data, processes,methodologies, cutting-edge tools and disruptive platforms.
. the experience in innovating companies that are leading revolutions in their industries.

Today, 1 in every 5 Brazilian unicorns are Invillia's clients. They are connected to our structure with over 1,200 employees working in 9 countries and 260 cities. As well as connected to various solutions and services to which we have access as part of one of the largest digital groups in Brazil, compass.uol_

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Araraquara, July 21, 2023

PC_INVILLIA - PAGBANK_CONCIL - JUN23 - V02

"This proposal is an integral part of the Service Agreement No. CT:02900/19".

Business and Technical Proposal

Designed for

CLIENT	**CONCIL INTELIGÊNCIA EM CONCILIAÇÃO S.A.**
Address	Avenida Brigadeiro Faria Lima, 1384 - 1 Andar - Jd. Paulistano
City/State	São Paulo/SP
POSTAL CODE (CEP):	01.451-001
CNPJ (Corporate Taxpayers' Registry)	72.697.600/0001-61
State Registration Number (IE)	136.229.649.110
Contact:	Carlos Almeida
E-mail:	calmeida@pagseguro.com

SERVICE PROVIDER	**INVILLIA - DESENVOLVIMENTO DE PRODUTOS DIGITAIS LTDA.**
Address	Rua Padre Duarte, 151 – Centro
City/State	Araraquara / SP
POSTAL CODE (CEP):	CPF: 14.800-902
CNPJ (Corporate Taxpayers' Registry)	04.654.734/0001-45
State Registration Number (IE)	181.208.061.110
Contact:	Emerson Coelho
E-mail:	emerson.coelho@invillia.com

Note: *The content of this proposal is exclusively destined for* ***PAGBANK****. This document shall not be disclosed outside its*

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organization, it is prohibited to make copies, to use or publish, in whole or partially, for any purpose other than the evaluation of the proposal or for following up the service described herein.

1. TECHNICAL PROPOSAL

1.1 Purpose

INVILLIA is pleased to introduce its business proposal to **PAGBANK**, for the use of technical services specialized in software development, as an Outsourced Technical Support, with the purpose of ensuring evolutionary and corrective maintenance of its products through highly qualified software development teams.

1.2 Scope

Technical information describing the creation of this proposal can be found in the attached document **DD_INVILLIA - PAGBANK_CONCIL - JUN23 - V02.pdf**.

1.3 Items Outside the Scope

- **INVILLIA** will not prioritize, in any form, backlog or set of requirements;
- **INVILLIA** will help in managing the teams' performance indicators against the scope established for the project cycles. However, **INVILLIA** will not be responsible for managing changes in the scope (change management). It is understood that the projects have an "open scope".

1.4 Location of Performance of Services

The services will be performed remotely, and they may be carried out at **INVILLIA**'s headquarters or as distributed teams, when employees are working from home, pursuant to and governed by Law No. 13.467/17. It's important to emphasize that whenever the works require the presence of **INVILLIA**'s employees outside the locations mentioned above, the demand shall be submitted in advance for technical and business approval, while all costs incurred shall be paid by the client."

1.5 Critical Factors and Risks

Within the type of service proposed, the following are considered risks and attention points for the performance of the services:

- The development processes and methodologies are **INVILLIA**'s. However, we will make the necessary adjustments (to be discussed with the companies) so we can adapt to **PAGBANK**'s processes. Therefore, all persons must be trained in advance for best performance.
- Low efficiency in the involvement of key users by the Product Owner in the definition, prioritization and ratification of the demands may result in a bad evaluation of the results of the service hired from **INVILLIA**.

1.6 Premises

Next, we have the list of premises undertaken:

a) The agreement will be evaluated through the team's performance indicators with SLA established and agreed by the parties;

b) The execution of the agreement establishes the allocation of profiles in the number and for the duration that **PAGBANK** deems necessary for meeting its needs. However, a maximum period of 30 days shall be taken into account for INVILLIA to promote the changes requested in the team;

c) The services will be carried out as described below:

- **INVILLIA's employees work daily for eight (8) hours, from Monday to Friday between 7:00 am and 7:00 pm;**
- Work during weekends, bank holidays and other hours: must be requested to **INVILLIA** and approved in advance by **PAGBANK**. Any overtime worked will be negotiated as time off (compensatory time managed by **INVILLIA**) to the team's employees, as previously agreed between the parties involved. Upon lack of possibility of taking the time off as compensatory time, **PAGBANK** shall carry out the payment for such hours. It is hereby established that each hour worked overtime shall be equivalent to two times the regular working hour, and the same is applicable for the situation of payment where the reference is the average working hour of the team.

d) The change or dismissal of the teams' employees shall be formally requested by **PAGBANK** with at least thirty (30) days in advance. As an exception, the replacement of an employee may be carried out immediately if the employee is not performing the work according to the scope. Upon any changes in the constitution of the teams, a business revision of the agreement is applicable.

e) **INVILLIA** shall establish the focal points of contact for the resolution of conflicts and SLA's management;

f) The commencement of the services described herein is subject to the execution and acceptance of this proposal by **PAGBANK**, in item 03, as well as to the period to adjust the compliance by **INVILLIA**.

2. BUSINESS PROPOSAL

2.1 Price

In order to meet **PAGBANK**'s needs, **INVILLIA** hereby suggests the following investment and team structure:

ITEM	MONTHLY RATES (TAXES INCLUSIVE)
Category: Development Team (allocation of teams) for software development teams	[*****]

QUANTITY	PROFILE
1	Senior Python Back-end Developer
1	Middle Python Back-end Developer

❖ **IMPORTANT:** In the event of partial delivery of the services, in one or more positions hired, the billing shall be carried out on a pro-rata basis, subject to the effective period of service provision.

2.2 Billing Condition

The services will be billed on a monthly basis upon INVOICE submitted to the client accounting for the monthly price of the agreement, its characteristics of additional expenses - item 2.4, as well as characteristics of adjustment established in item 2.5.

Payment will be carried out through bank deposit within 40 days after the issuance of the invoice, or otherwise according to the instructions provided by **INVILLIA** at the billing time.

The monthly rate for the team herein established is a fixed price and will not face changes throughout the performance of the agreement, even during the team members' vacation periods.

Delay performing the payment shall result in interest of **[*****]** and **[*****]** per month, as well as in the interruption of the service provision after 30-day default.

2.3 Effectiveness of Services

This agreement shall become effective as of August 1, 2023, for an initial term of **twelve (12)** months, and it may be automatically renewed for equal periods, if there is no contrary manifestation in writing by either parties.

This agreement may be terminated at any time by any party, upon notice to the other party **sixty (60)** days in advance.

For the team's expansion, it is required a formal notice by the client **thirty (30)** days in advance.

For the team's partial reduction, it is required a formal notice by the client **sixty (60)** days in advance.

Note: the agreement becomes effective after the consent from the client and commencement of the activities, regardless of its execution date. The billing will also be performed retroactively.

2.4 General Ancillary Expenses

All expenses with commuting, accommodation, parking, advancements, reimbursements and tickets of **INVILLIA**'s employee(s) for the rendering of the services at **PAGBANK**'s facilities or any other location requested by the client, shall be paid by **PAGBANK**, pursuant to its reimbursement policy.

If a service invoice is required for the payment of expenses, the amounts shall be added to the tax charges in the amount of 21.03%.

2.5 Adjustment

The monthly price shall be adjusted every twelve (12) months, upon the acceptance of this proposal, using the index IGPM-FGV of Fundação Getúlio Vargas as basis for adjustment, or any other index that may be negotiated between **INVILLIA** and **PAGBANK**.

Any change to the contractual purpose shall be formalize through a new amendment instrument.

2.6 Taxes

All taxes in force (PIS, COFINS, ISS, IR, CSLL), as well as labor charges are included in the price established herein.

However, if after the presentation of this proposal any other charges, taxes, tax contributions and parafiscal taxes are created, or if the current tax rates are increased in any form, the prices shall be reviewed upon agreement between the parties.

2.7 Duration

This proposal is valid through **July 7, 2023.**

2.8 Non-Disclosure Agreement

Both parties agree to treat all written information to which they have access as secret and confidential, including documents and other materials, comprising technical, economic or market information, and the parties will not provide that information to any third party, except upon written consent from the other party.

2.9 General Provisions

Please verify the availability of the schedule of the employees involved in the category of service proposed for the commencement of activities.

We will contact **PAGBANK** to mutually agree on the commencement day of the team's activities. If any change in the scope of the agreement is needed, throughout its effectiveness, the change must be formally requested by **PAGBANK**, so that we can perform a business and technical feasibility analysis, which will be submitted for subsequent approval.

Changes resulting in additional costs shall be funded by **PAGBANK**, provided that duly approved by **PAGBANK**.

This proposal is an integral part of the Service Agreement No. CT:02900/19.

3. ACCEPTANCE

We hereby request, upon acceptance of the services, products and conditions described herein, the return of one signed copy or e-mail confirming the acceptance of the proposal.

If the parties, for any reason, do not reach an agreement regarding the terms established herein or in a service agreement, the parties shall be exempt from any type of lien.

The acceptance of the terms and conditions included in this proposal shall constitute the position of "Accepted" by the CLIENT in this copy.

Agreed by:

I hereby authorize the performance of the services and the billing of the services and/or products included herein: Nº **PC_INVILLIA - PAGBANK_CONCIL - JUN23 - V02.**

Location and date: August 24, 2023 , __ / __ / __.

Name: Carlos Guilherme de Almeida Idoeta

Title: Engineering General Manager

Signature: __

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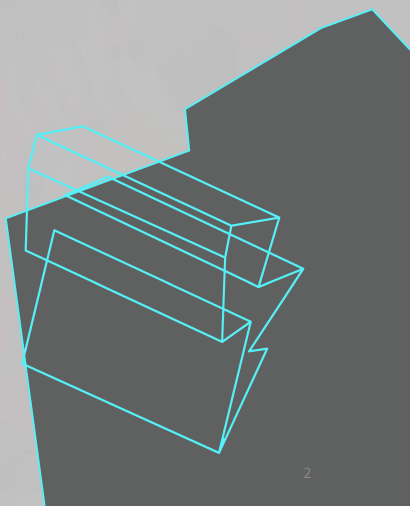
We are a Global Growth Framework connected by developers, engineers, makers, and dreamers.

Glad to meet you! We are more than 1200+ people spread all over the world, breathing futurism.
At this very moment, we're breaking rules, geographical distances and many other barriers for a unique and global purpose: radically transform the way game-changers expand the power to innovate, implement cutting-edge technology and build new strategies, digital products and services.
No other company in the world does what we do the way we do. And what makes our Global Growth Framework so unique and powerful? First of all, we blur the limits between real and virtual to have the best talents in the world working with us.
We develop countless practices and methodologies for each squad to be highly customized and committed to each client's culture and challenges.
We use agile tools, metrics and data intelligence daily to multiply ideas and improvements - and we love it!
Yet, we believe that constant learning along with a more humanistic and collaborative approach is where the magic happens, new opportunities arise and innovation never ends.



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Design Document

DD_INVILLIA - PAGBANK_CONCIL - JUN23 - V02

PagBank

Digital Product

Reconciliation

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we are endorsed by global game-changers_

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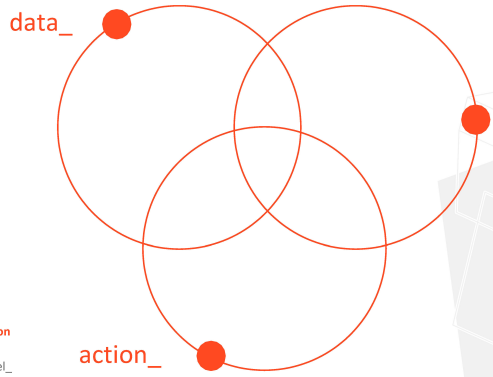
invillia inception
. client immersion_
. tech design doc_

invillia results
. in.action data_
. happiness radar_
. reports & insights_

GLOBAL GROWTH FRAMEWORK_™



invillia world wide work
. instation_
. tech guardians_
. quick onboarding_

invillia culture
. mind & code_
. communities_
. inclusion & diversity_

invillia academy
. tech lab_
. principals_
. insiders_

invillia innovation toolbox
. maturity model_
. 1 in 5 unicorn expertise_
. technical mastery structure_
. safe compliance

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Product

Reconciliation

Purpose

Working on the growth, corrections, migration and adjustments of the acquired company Concil's systems.

Key Users

Stakeholders and end user.

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TO SCALING INNOVATIONS & INNOVATORS

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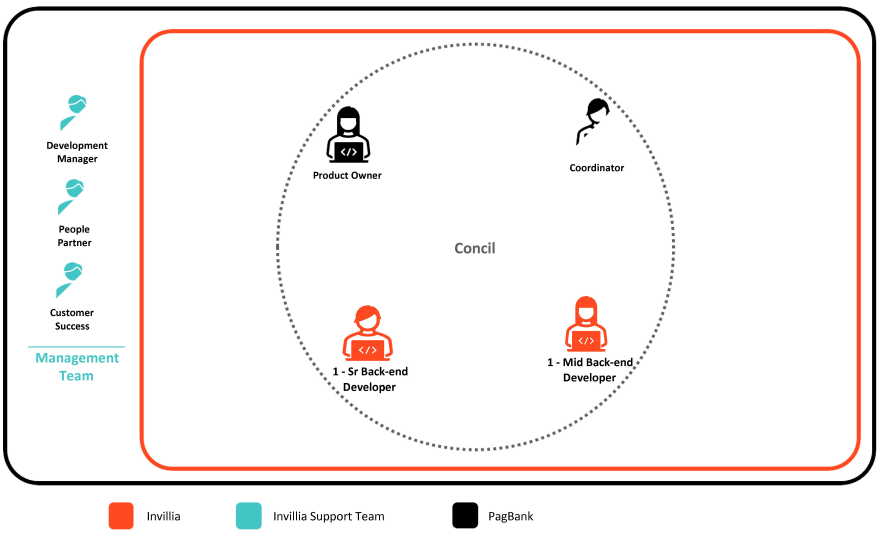
people_ —— Team_

We know that innovation is a long-distance race, where training and persistence are fundamental elements



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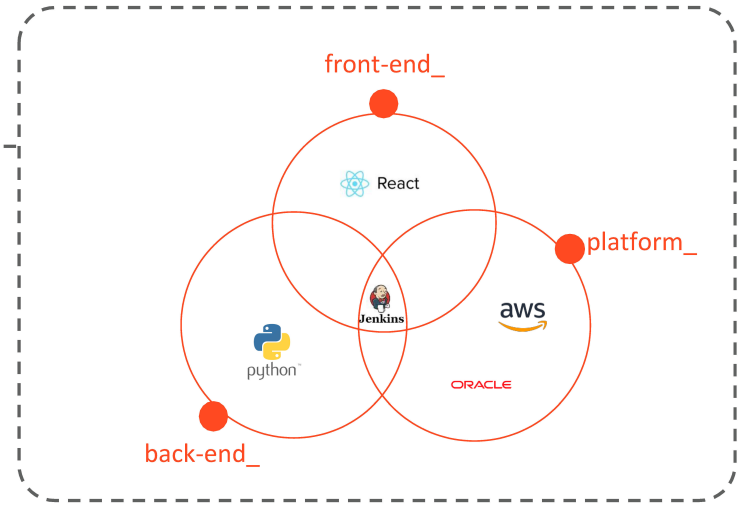
_tech stack we previously understand that these technologies below are the most relevant for solution and it must be detailed before team formation.

data_ — Tech Stack_

In Invillia we believe that technology is a means to the end of business objectives



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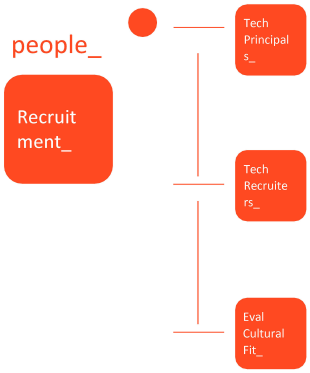

Tech Principals

They are the guardians of the knowledge domains, such as dev, qa, ux, sec, Etc. They provide the baseline and guidelines for technical evaluation of talents.

Tech Recruiters

They are high-level professionals at Invillia, senior and expert employees with the mission of engaging the best talents and keeping the best technical quality in the evaluations.

Eval Cultural Fit

They seek the best fit for the team, taking into account technical (experience, seniority and technology) and behavioral aspects that are aligned with the team's mission and constitution. This stage is conducted by our team leaders and managers, who have a holistic view of the challenge.

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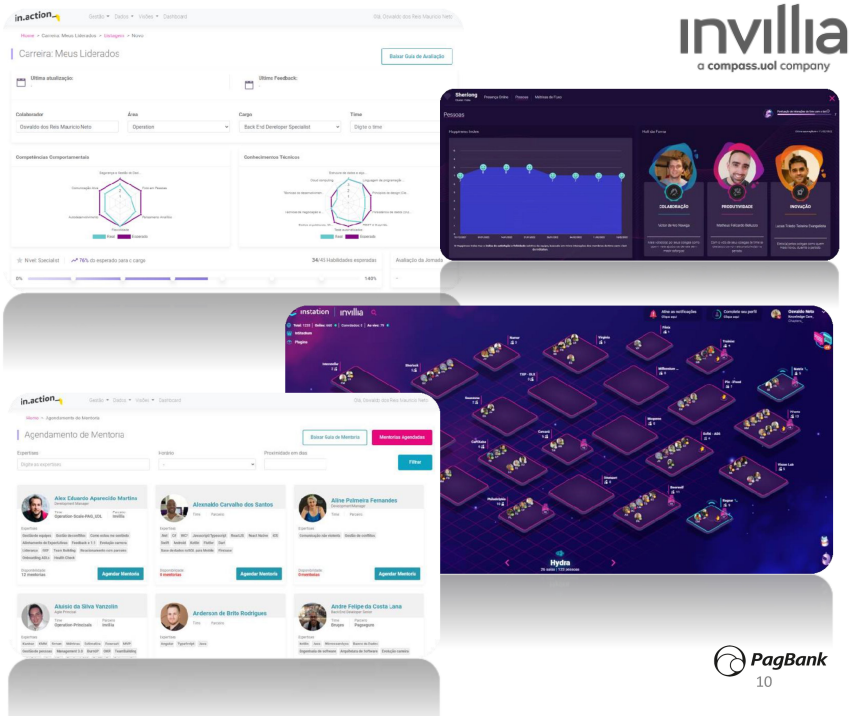

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Service Delivery

Squad

/ roles & responsibilities.

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Service Level: TOGETHER

1 Sr Backend Pyton Developer
Roles: *Clean Code Development, Design Patterns, Automation, Design Principles, Architecture, Security and Performance.*

1 Mid Backend Pyton Developer
Roles: *Clean Code Development, Design Patterns, Automation, Design Principles, Architecture, Security and Performance.*

Strategy: Constitution of a team that balances delivery capacity and cost.

Important:

The success of the product is the basis for the entire value chain, and not only to the development team, emphasizing the importance of the *Product Owner* (PO) with the *stakeholders*, providing information, goals, metrics and definitions within the established planning, also stressing the importance of adherence and commitment to the process.

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Service Management Team

/ roles & responsibilities.

Development Manager

Roles: *Responsible for Service Delivery, Drive and Orchestrate Squads, Builds Long-term Business Relationships, Promotes Business and Technical Alignments.*

People Partner

Roles: *Organizational Climate Monitoring, Happiness Radar Support, Retention Actions, Promote Self Awareness, Promote Cultural Practices.*

Customer Success

Roles: *Client Relations, Client Satisfaction Monitoring, Contract Management.*

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Infrastructure

Workstation

Workstation

Role	Tech	Workstation	Windows	Linux	MacOSX
Back-end Developers	Pyton	Laptop		X	

Important:

The setup of equipment was adjusted for the specific need of each profile of the team. However, if after the presentation of this proposal any other setup is agreed upon, or if other profiles are added to the team, the pricess will be automatically reviewed, in order to reflect those changes.

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everymind

REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [*****].

CT:01199/22

SOFTWARE IMPLEMENTATION AND/OR DEVELOPMENT SERVICES AGREEMENT NO. 01199/22

By this private instrument, on one site, **PAGSEGURO INTERNET S.A.**, headquartered at Avenida Brigadeiro Faria Lima, No. 1,384, 4º andar, in the City of São Paulo, State of São Paulo, enrolled with the Brazilian Corporate Taxpayers' Registry ("CNPJ/MF") under No. [*****], herein represented pursuant to its corporate acts, hereinafter simply referred to as CLIENT, and on the other side, **EVERYMIND CONSULTORIA E SISTEMAS LTDA.**, private company, enrolled with the CNPJ/MF under No. [*****], headquartered in São Paulo - SP, at Rua Alexandre Dumas, n.º 1.711, herein represented pursuant to its corporate acts, decided to enter into this Software Implementation and/or Development Services Agreement ("Agreement"), pursuant to the following clauses and conditions:

SECTION ONE - PURPOSE

1.1. This Agreement establishes the general conditions for the provision of software development and/or implementation services by EVERYMIND to the CLIENT ("Services"), which are set and described in the Technical/Business Proposal, which conditions are an integral part of this Agreement (Exhibits I).

1.1.1. The services herein contracted shall be provided according to the type and specific conditions required to perform the Services, described in the Service Agreement, which include, without limitation: (i) detailed description of the Services; (ii) site to perform the activities; (iii) price, term and method of payment; (iv) time period for execution of Services; (v) equipment, installations and/or human resources to be provided by the CLIENT; (vi) policy and/or rules to be complied with for the refund of expenses incurred by EVERYMIND. At any time and without prejudice to the type of contracting in force, the parties may contract the provision of other types of Services, through the execution of a new Proposal, which shall comprise all details about the specific conditions of the type of Services contracted therein and shall become an integral part of this Agreement, for all legal purposes and effect.

1.1.2. This Agreement does not cover the provision of data hosting services and/or IT environment services, which, if contracted by the parties, shall be the purpose of a different contractual instrument, with its conditions not being affected nor harmed by this Agreement.

1.2.3. Likewise, this Agreement shall not cover the provision of software or its licensing by EVERYMIND to the CLIENT. The Proposal comprises all descriptions of the software whose licenses the CLIENT must acquire in case they are needed for the performance of the Services, and we hereby clarify that, in such event, the performance of the Services shall be conditioned to the acquisition and maintenance of all relevant licenses by the CLIENT.

1.1.3. In the event of discrepancy or if any question may arise from this Agreement and any of its Exhibits, or any other documents, the terms of this Agreement shall prevail.

1.2. Depending on the type of Services contracted and their technical scope, this Agreement may also cover the provision of advisory services by EVERYMIND to the CLIENT, pursuant to the specifications included in the Proposal, also subject to the other provisions herein.

SECTION TWO – PRICES AND ADJUSTMENT

2.1. The prices for provision of Services are mentioned in the Proposal, including all taxes. In the event any new tax is created or an existing tax is changed, EVERYMIND shall review the amounts comprised in the invoice in order to match such changes.

2.2. The parties hereby elect [*****].

2.2.1. If the applicable index has its publication delayed or if it is not published, EVERYMIND shall issue the invoices using [*****].

2.3. In the event of occurrence of acts or facts that may harm the financial and economic balance of this agreement, both parties shall use their best efforts to solve and remedy the situation, in a way to prevent any economic, financial or any other type of loss.

SECTION THREE – PAYMENT METHOD

3.1. The service provision shall be billed as from the date of commencement of the activities related thereto, as described in the Proposal.

3.2 The delay for payments due shall subject the CLIENT to [*****].

3.2.1. The services provision may be interrupted if the default by the CLIENT lasts [*****].

SECTION FOUR – OBLIGATIONS OF THE CLIENT

4.1. Without prejudice to any other obligation provided herein, the CLIENT undertakes:

4.1.1. To provide, in writing, all information, including banking and tax information, and technical data that may be requested by EVERYMIND, which are needed to perform the Services, including, but not limited to specific and detailed information on the size and settings needed for the services provided to fulfill its activities' and business' needs, as well as other information that may be deemed relevant and/or useful for the Service provision, notifying COMPASSO about any necessary changes.

4.1.2. To review the services and/or products delivered by EVERYMIND, within five (5) business days, period when the CLIENT must execute the relevant Services Acceptance Term or notify in writing COMPASSO about the non-acceptance, explaining the reason for refusal and indicating which actions need to be taken to make the services and/or the products acceptable. In the event there is no express acceptance nor refusal within the period established above, the services and/or the products shall be deemed accepted.

4.1.3 To appoint someone among the CLIENT's employees as the professional in charge for all technical matters involved in the performance of the Services, which includes participation, upon request by EVERYMIND, in an initial meeting to be scheduled between the parties as from the execution hereof ("Kick-Off Meeting"), where the schedule of Services shall be established.

4.1.4. To provide EVERYMIND with the equipment, software, facilities and/or human resources provided in the Service Agreement.

4.1.5. To provide proper location for the development of EVERYMIND's activities at the CLIENT's site, if necessary.

4.1.6. To refrain from giving orders and instructions directly to any employees performing their activities within the CLIENT's establishment, restricting the communication of requests to the responsible employees appointed by EVERYMIND.

4.1.7. To provide EVERYMIND with access to the CLIENT's systems and relevant facilities, equipment, software and database, in case access is needed for the provision of Services, and allowing, as applicable, the installation of equipment and systems of EVERYMIND in its facilities.

4.1.8. To keep all of its systems, equipment, software, database and connections working, also with the maintenance and support of their relevant licenses and security assets, in the same condition as informed by EVERYMIND, in a way to foster the provision of Services, notifying EVERYMIND, [*****] in advance, of all and any changes that may impact the provision of Services, under the penalty of holding EVERYMIND harmless from any liability over the services contracted herein.

4.1.9. To use and keep in operation all software that may be provided by EVERYMIND exclusively in the CLIENT's own establishment, and to not sell, assign, bind, pledge, lease or offer as guarantee, change, enhance, insert modifications, developments, components, connections or in any way dispose of any software licensed by EVERYMIND, which shall remain as EVERYMIND's property until the end of the contracting period.

4.1.10. To be liable for the legal compliance of the CLIENT's IT infrastructure, holding EVERYMIND harmless from any liability regarding data, files, software, systems and contents that have not been provided by EVERYMIND, as well as any liability for the activities performed by the CLIENT and/or third parties, and also for any failure in the Services arising from the lack of legal compliance by the CLIENT's IT infrastructure.

4.1.11. To suit itself to the technical and security criteria appointed by EVERYMIND, adopting all procedures recommended by EVERYMIND for the completion of the Services and using the Services according to the directions given by EVERYMIND, cooperating with EVERYMIND in all matters and issues related to the provision of the Services.

4.1.12. To carry out payments due for the service provision, pursuant to the terms and conditions herein and in the Service Agreements.

4.1.13 To bear all expenses arising from commuting, accommodations and meals of EVERYMIND's technicians to the CLIENT's facilities, throughout the effectiveness hereof, provided that previously agreed between the parties.

4.1.14 The CLIENT is liable for proper license use within its environment throughout the effectiveness of the Agreement, and it shall be aware of and comply with the rules to use such licenses. Any penalty or fine that may be applied by the licensing company to EVERYMIND shall be passed on to the CLIENT.

4.1.14.1 If the licensing company notifies EVERYMIND about carrying out an audit to verify the use of licenses, the CLIENT shall be responsible for taking all necessary measures to comply with the request, and any penalty or fine that may be applied by the licensing company to EVERYMIND shall be passed on to the CLIENT.

4.2. The CLIENT shall refrain from hiring any of EVERYMIND's employees for a period of [*****] after the completion of the contracted services, subject to a fine in the amount of thirteen (13) salaries, considering the calculation basis to be the last effective salary of the employee who was hired by the CLIENT in breach of this section, except if previously agreed between the parties.

SECTION FIVE – OBLIGATIONS OF EVERYMIND

5.1. Without prejudice to any other obligation provided herein, EVERYMIND undertakes:

5.1.1 To provide the Services as contracted and described in Section One hereof, within the best technical standards and the terms established in the Proposal.

5.1.2. To provide the CLIENT with all information related to the Service provision and relevant deliverables, upon formal reports of all activities performed, if so provided by the Proposal.

5.1.3. Bear [*****].

5.1.4. To comply with internal rules of the CLIENT's work environment and to perform the Services in a way to not interfere with the CLIENT's regular business activities, except if agreed otherwise by the parties.

5.1.5. After the Services are performed, to complete all Software tests together with the technical personnel appointed by the CLIENT, with the purpose of issuing the relevant Services Acceptance Term.

SECTION SIX – LEGAL COMPLIANCE OF IT ENVIRONMENT

6.1. The CLIENT is and shall be solely and exclusively liable for the legal compliance of its IT environment where the Services are performed, and EVERYMIND is not required to inspect and/or is not liable for any data, files, software, systems and contents in the CLIENT's IT environment and which have not been provided by EVERYMIND, as well as for any activities carried out by the CLIENT and/or third parties using such IT environment.

6.2. Regardless of the type of Services contracted, the CLIENT agrees to comply with all local, domestic and international laws and regulations that govern the use of the IT environment where the Services are performed, refraining from: (i) performing any activities that may be considered unlawful, not using the Services to any unlawful purposes; (ii) keeping data, files, software, systems and content that the CLIENT may not have the right of use over and/or that may be considered unlawful, for any reason; (iii) using the IT environment where the Services are performed or allowing the use of the environment with the purpose to obtain unauthorized access to equipment, systems, networks and/or third-party data (hacking), as well as for the distribution of messages to entities that do not expressly request such messages (also known in the industry as spamming); (iv) using the IT environment and/or the Services with any other purpose that contradicts the information security good practices in effect in the market or that may cause losses or failures to third parties or to EVERYMIND, whether intentionally or not; (v) performing any action or use through the IT environment contradicting the Acceptable Use Policy (PUA) adopted by EVERYMIND, which is available at http://www.uoldiveo.com.br/politica-de- uso.html.

6.3. At any time, in case it verifies non-compliance by the CLIENT regarding the provisions of this Section, EVERYMIND may communicate the fact to the CLIENT and suspend the Service provision, until the CLIENT cures such non-compliance and restores to EVERYMIND the legal compliance of the IT environment where the Services are provided, also subject to the provisions in clause 7.2 below.

SECTION SEVEN – EFFECTIVENESS AND TERMINATION

7.1. This Agreement shall become effective on March 18, 2022 and shall remain in force for the period of [*****]. It may be renewed for by means of written and executed amendment thereto.

7.2. This Agreement may be immediately terminated by any of the parties, with cause, in the following events:

(a) if the other party breaches any clauses or conditions established herein and does not remedy such default within thirty (30) days after the date such party receives written notice from the aggrieved party;

(b) if the other party files for bankruptcy or judicial or extrajudicial reorganization; or

(c) by force majeure or Act of God, pursuant to the Civil Code.

7.2.1. Regardless of the time left to remedy the default, provided in item a of section 7.2, in the event of breach of section 3.2.1 hereof or in the event of breach of any provision of law or rule by any regulatory agency or governmental authority, termination may occur immediately.

7.3. If the CLIENT wishes to terminate this Agreement or a Proposal without cause, the CLIENT must notify so in writing, [*****] in advance, and it CLIENT shall bear all compensation related to Services already provided by EVERYMIND.

SECTION EIGHT - ASSIGNMENT

8.1. The Parties may partially or fully assign and transfer this Agreement, upon prior written communication to the other Party. In the event of corporate reorganization by any of the Parties, within the modalities provided by the applicable corporate law, the successor must subrogate all rights and obligations undertaken herein.

SECTION NINE – CONFIDENTIALITY

9.1. By virtue of this Agreement, the parties may have access or receive from one another confidential information and data ("Confidential Information") which, in general, are not public knowledge, including, among others, technical, commercial, financial, legal or miscellaneous data or information, including, without limitation, trade secrets, know-how, and information related to technology, clients, business plans, promotional and/or trade, economic and financial activities and other business, and such information and data may be included in several materials, such as drawings, models, data, specifications, reports, compilations, computer programs, formulas, patents, financial and economic spreadsheets, information from current or potential clients and suppliers, agreements, existing or future products and any other materials that have been obtained or acknowledged before or after the effectiveness hereof, also including any and every information provided orally.

9.2. The parties agree that all Confidential Information from one party provided or made available to the other party ("Receiving Party") shall continue to be the sole and exclusive property of the disclosing or relevant party ("Disclosing Party").

9.3. None of the parties may disclose the Confidential Information to any person without the prior written consent from the Disclosing Party, except to the Receiving Party's employees, contractors or suppliers and/or affiliates who provenly need to know any such information for the accurate performance of this Agreement, and anyone receiving Confidential Information must comply with the confidentiality terms established herein.

9.4. The parties shall not use, nor allow anyone else to use, any Confidential Information for any other purpose other than the one for which it was disclosed, with the parties also undertaking to execute with their employees and workers involved in the operation and performance of the Services a confidentiality agreement that assures compliance herewith.

9.5. The obligations of this section shall survive for a period of [*****] after the end or termination of this Agreement.

9.6. The provisions provided in this Section do not apply to Confidential Information: (i) already known by the Receiving Party on the date the information was disclosed by the Disclosing Party; (ii) under public domain without any breach by the Receiving Party of the obligations undertaken herein; (iii) disclosed to the Receiving Party without any restrictions by a third party legally authorized to do so; (iv) independently developed by the Receiving Party; (v) disclosed due to a law requirement or court order.

9.7. EVERYMIND may use the CLIENT's name and trademark in merchandise material, provided that previously approved by the CLIENT.

9.8. The CLIENT and EVERYMIND agree that none of the Parties may make any public or private representation, comment or communication, under any form, whether oral, written or by electronic means, with depreciative or harmful nature regarding the good name and reputation of the other party and/or its products and/or services, as well as its respective employees, officers and/or directors, particularly in case any attack or other event occurs.

SECTION TEN - LIABILITY

10.1. The Services shall be provided by EVERYMIND pursuant to the best techniques and the items and conditions contracted, pursuant to the Proposal. The CLIENT hereby acknowledges and represents to be aware that the Services shall be provided by EVERYMIND with the purpose of supplying the necessary means for the implementation and/or development of software pursuant to the requirements informed by the CLIENT, and EVERYMIND shall be only responsible for ensuring the operation of such software in fulfillment of all requirements by the CLIENT. For such reason, THE PARTIES ACKNOWLEDGE AND AGREE THAT EVERYMIND DOES NOT UNDERTAKE HEREIN ANY OBLIGATION THAT MAY BE CONSIDERED AN OBLIGATION WITH THE RESULTS OF SAID SOFTWARE AND, THUS, EVERYMIND SHALL NOT ENSURE AND SHALL NOT BE HELD LIABLE FOR ANY RESULTS THAT THE CLIENT AIMS TO ACHIEVE BY USING SAID SOFTWARE AND/OR ANY OF ITS FEATURES, AS WELL AS FOR ANY OPERATIONS CARRIED OUT AND/OR REVENUES RESULTED FROM THE USE OF THAT SOFTWARE.

10.2. The Parties' liability shall be limited to the event of proven wrongful default with the obligations undertaken herein and/or in any of the Exhibits.

10.3. The parties may not be held liable for non-compliance with their obligations hereunder in the event of force majeure or acts of God that may temporarily or permanently hinder compliance with any such obligations, pursuant to article 393 of the Brazilian Civil Code. The party that decides to be dismissed from its obligation under this Clause shall promptly notify the other Party, in writing, about the occurrence of an Act of God or Force Majeure, also providing information on the estimated time such event will last.

10.4. In the event that EVERYMIND does not comply with any of the specific conditions of the Proposal, by its exclusive and proven fault, the CLIENT shall be entitled to a ratable discount in the total amount set forth in the respective Proposal, as reimbursement, which may also occur by any other means agreed between the parties.

10.5 None of the parties shall bear the costs of indemnification related to losses and damages, loss of profits and/or direct damages incurred by virtue of this Agreement, in an amount over the sum of the twelve (12) monthly fees before the triggering fact.

10.6. The parties represent and warrant that they acknowledge, agree and shall comply with all laws, rules and regulations applicable to the Services and the activities to be performed by them hereunder, including, without limitation, those enacted by the competent regulatory bodies.

10.7. EVERYMIND shall solely bear all labor, social security, tax and occupational insurance obligations that may arise from the employment bond between EVERYMIND and its employees, agents or any other professionals assigned to work on the Services and other contracted items.

10.8. For all legal purposes, in spite of any services that may require the presence of EVERYMIND's technicians at the CLIENT's facilities, such services always correspond to professional computer technical services, with no type of hierarchical or occupational bond with the CLIENT, at all times, and may not be characterized as employee leasing services, pursuant to RFB Normative Instruction No. 971/2009, articles 117 and 118, but as professional computer technical services, therefore, no discount nor withholding by the source paying for the contracted service is applicable.

SECTION ELEVEN – DATA AND INFORMATION PROTECTION

11.1 Information provided by the CLIENT for performance of this Agreement – which may include, without limitation, customer or third-party information – may only be stored by EVERYMIND in encrypted form, pursuant to applicable legislation. Data made available to EVERYMIND is solely and exclusively aimed at the provision of services subject matter of this Agreement, and EVERYMIND, may not, under any circumstance, change such purpose without the express and written instruction from the CLIENT, subject to liability for damages and indemnification.

11.1.1 EVERYMIND shall promptly notify the CLIENT in writing in the event of any (i) violation to information security procedures; (ii) unauthorized access or change, disclosure or use of data provided by the CLIENT. Such notice shall include measures taken or established by EVERYMIND to remedy the situation. If a security breach is verified, EVERYMIND must immediately track and/or retrace the steps up to the breach and remedy it.

11.2 EVERYMIND acknowledges that the unauthorized disclosure of data provided by the CLIENT may result in irreparable damages and that, in the event of violation or threat of violation of any such obligations, EVERYMIND shall be liable for the damages and indemnification of any type – caused to the CLIENT and/or third parties – arising from the use of such data in noncompliance with the terms provided herein.

11.3 EVERYMIND represents to acknowledge and agree with the CLIENT's Privacy Policy, which is available at: https://sobrePAGSEGURO.noticias.PAGSEGURO.com.br/normas-de-seguranca-e-privacidade.html.

SECTION TWELVE – FIGHT AND PREVENTION AGAINST CORRUPTION AND MONEY LAUNDERING

12.1. EVERYMIND represents, on its behalf and on behalf of its Representatives, as defined below, that it acts in compliance with all laws, regulations, guidelines, policies and any other provisions related to fighting and preventing corruption and money laundering, including, but not limited to: (i) applicable Brazilian law, (ii) Foreign Corrupt Practices Act (FCPA), (iii) international conventions and pacts to which Brazil is a party, and (iv) the CLIENT's guidelines and policies.

12.1.1. Representatives. For purposes of this Section, "Representatives" means all persons that comprise the economic groups of the Parties, shareholders, managers, officers, board members, partners, attorneys-in-fact, advisors, consultants, employees, agents, subcontractors or any other third parties directly or indirectly related to EVERYMIND, as well as any person, whether individual or legal entity, including the ones exercising direct or indirect control over such legal entity, as well as its parent companies, subsidiaries, affiliates and companies under common control, pursuant to Law No. 6,404/1976.

12.1.2. EVERYMIND represents to acknowledge all of the CLIENT's policies associated to fighting and preventing corruption and money laundering and that it has not performed nor will perform any acts or practices that directly or indirectly involve the offer, promise, bribery, extortion, authorization, solicitation, acceptance, delivery or any other act related to undue pecuniary advantage or any other unlawful advantage violating the laws provided above or any other applicable law.

12.1.3. EVERYMIND undertakes to inform and offer training sessions to all of its Representatives on the provisions set forth herein and regarding the practices to fight and prevent corruption and money laundering, in addition to implementing, if not yet implemented, policies, conducts and rules complying with the practices established herein.

12.1.4. EVERYMIND undertakes to notify the CLIENT if any of its Representatives has been or is a Governmental Authority, as defined below, as well as all family members or persons with a close relationship of its Representatives with a Governmental Authority.

12.1.5. Public Authority. For the purposes hereof, "Public Authority" means, without limitation, any person, agent, employee or contractor exercising activities in departments, institutions, associations, entities or bodies of the direct or indirect public administration, as well as any employee, family member, relative or personal close relationships.

12.1.6. Non-compliance with the provisions herein established by EVERYMIND or by its Representatives shall be considered a critical breach and may result in the contractual termination by the CLIENT, which may, at its sole discretion, promptly suspend compliance with its obligations hereunder. The violation of this section by EVERYMIND or its Representatives shall also result in the obligation to compensate the CLIENT for any losses and damages caused.

12.1.7. EVERYMIND agrees that the CLIENT may, at its sole discretion, audit EVERYMIND regarding any information and/or document, with the purpose of monitoring compliance with the provisions established in this Section. The audit herein mentioned may be carried out by the CLIENT or by a third party indicated and paid by the CLIENT, and EVERYMIND must, at all times, ensure wide and unrestricted access to all related documents.

12.1.8. EVERYMIND undertakes to immediately notify the CLIENT in the event of any breach, suspicion of breach or any inconsistent situation that may arise against the CLIENT's internal conducts and policies, as well as the Brazilian anti-corruption and anti-money laundering law, and international agreements and conventions governing such matter.

SECTION THIRTEEN – ANTI-CORRUPTION

13.1 The Parties undertake, on their own account and on account of their officers, board members, employees and/or representatives, to comply with the Brazilian law and strictly not to perform any act, directly or indirectly, that may be construed as corruption or harmful to the Brazilian or a foreign government, pursuant to article 5 of Brazilian Federal Law No. 12.846/2013, such as offering and/or making undue payments, rewards, gifts or any direct or indirect advantage to public servants, State employees under any sphere, political parties and their employees, as well as foreign government's agents or employees. The violation of any Anti-corruption Law by the Party shall be considered a critical breach and entitles the other Party to immediate contractual termination.

13.2 The non-breaching Party shall not be liable for any actions and/or omissions of any type, losses and damages, loss of profits resulted from or related to the violation of any anti-corruption laws by the breaching Party, including its officers, directors, employees and/or representatives.

13.3 The breaching party shall indemnify and hold the other Party and/or its officers, directors, employees and/or representatives harmless from any loss, claim, fine, costs or any expense incurred by the Party arising from any breach provided in this Section or any Anti-corruption Laws.

13.4 Without prejudice to the applicable legal measures, both Parties acknowledge and agree that they shall provide all relevant data and information when requested by the competent authorities, in the event any procedure is instituted with the purpose of assessing violations of anti-corruption laws applicable to this Agreement.

SECTION FOURTEEN – BACEN

14.1 It is hereby agreed between the Parties that PAGSEGURO may amend or terminate the Agreement, without any lien, fine or penalty, upon simple notice to EVERYMIND, with the purpose of adjusting this instrument to industry rules, mainly, but not limited to, the rules established by the Brazilian Central Bank - BACEN.

SECTION FIFTEEN – GENERAL PROVISIONS

15.1. The Parties hereby acknowledge that if any provision becomes invalid or unenforceable, the remainder of this agreement and the entire agreement shall not be affected in any way.

15.2. Any forbearance by any of the Parties with respect to the non-compliance of the conditions established herein, shall be held as mere liberality, and shall not be construed as novation or waiver of rights, which may be exercised by the affected party, at any time.

15.3. This Agreement may not be amended, except by written amendment executed by both parties.

15.4. Under no circumstance, this contract gives the Parties the right or authority to represent each other before any third party.

15.5. All notices required hereunder shall be (a) delivered in hands or (b) sent by registered mail to the addresses the parties specified in the Proposal, or to any other address specified by one party to the other in writing.

15.6. The CLIENT must refrain from using, for any means or purpose, the name, the trademarks and/or any other intellectual property of EVERYMIND, except if the latter prior and expressly authorizes such use in writing, case where such use must be restricted to the terms of EVERYMIND's authorization.

15.7 This instrument, jointly with the Proposal and other Exhibits, contains the entire agreement between the Parties in connection with its subject matter and replaces any previous or contemporary agreements, whether oral or written, with any individual willful representations made by the parties other than agreed herein and in such documents being legally void.

15.8. The CLIENT represents that the attorneys-in-fact and/or legal representatives executing this Agreement and the Proposal are duly empowered pursuant to the respective Bylaws /Articles of Association to undertake all obligations herein provided.

15.9. This Agreement shall be governed by the Brazilian law.

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SECTION SIXTEEN - VENUE

16.1. The parties hereby elect the courts of the judicial district of São Paulo/SP, to settle any disputes arising out hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two (2) counterparts in the same form and content, together with two undersigned witnesses.

São Paulo, March 22, 2022.

PAGSEGURO INTERNET S.A.

Artur Gaulke Schunck

Renato Bertozzo Duarte

EVERYMIND CONSULTORIA E SISTEMAS LTDA.

Marcelo Moojen Epperlein

Gustavo Afonso Rodrigues

WITNESSES:

1. Cristina Ely

   Vanessa Araújo

2. Carlos Eduardo Pereira dos Santos

DocuSign

Completion Certificate

Envelope ID: F45E33AC7D2F4AECAA47F36641E0F5BA
Completed Subject: PAGSEGURO | EVERY | CPS MASTER + PCS
Source Envelope:
Document Pages: 73
Certificate Pages: 10
AutoNav: Enabled
Enveloped Stamping (ID Stamping): Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 7
Initials: 93

Status:

Envelope Sent by:
Raphaela Queiroz da Costa
Av. Brigadeiro Faria Lima, 1.384 SP, 01452-002
[*****] IP Address: [*****]

Record Tracking

Status: Original
10/11/2022 12:11:39 PM

Holder: Raphaela Queiroz da Costa
[*****]

Location: DocuSign

Signer Events	Signature	Timestamp
Saedio Dias de Souza Filho [*****] LAWYER UNIVERSO ONLINE S.A. Security Level: E-mail, Account Authentication (None)	DS Signature adoption: Signature image loaded Using IP Address: [*****]	Sent: 10/11/2022 12:28:06 PM Viewed: 10/11/2022 12:48:09 PM Signed: 10/11/2022 12:48:35 PM
Electronic Record and Signature Disclosure: Not offered via DocuSign		
Cristina Ely [*****] 98194011 UOL - UNIVERSO ONLINE S/A Security Level: E-mail, Account Authentication (None)	DocuSigned by: Cristina Ely 3E0D2BA775DA468... Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 10/11/2022 12:48:46 PM Viewed: 10/11/2022 1:30:21 PM Signed: 10/11/2022 1:30:39 PM
Electronic Record and Signature Disclosure: Not offered via DocuSign		
manager Security Level: E-mail, Account Authentication (None)	DocuSigned by: Vanessa Araujo 2EBF6E7505AA4B1... Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 10/11/2022 1:30:49 PM Viewed: 10/11/2022 1:40:06 PM Signed: 10/11/2022 1:40:30 PM
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Marcelo Mojen Epperlein [*****]CFO Compasso Tecnologia Ltda Security Level: E-mail, Account Authentication (None)	DocuSigned by: Marcelo Mojen Epperlein D42F8BCAD0C4421... Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 10/11/2022 1:40:40 PM Viewed: 10/11/2022 3:33:54 PM Signed: 10/11/2022 3:34:25 PM
Electronic Record and Signature Disclosure: Accepted: 8/31/2018 1:30:22 PM ID: 774a953a-502f-490e-8d30-287bcf760845		

Signer Events	Signature	Timestamp
Gustavo Afonso Rodrigues [*****]CEO Everymind Security Level: E-mail, Account Authentication (None)	DocuSigned by: Gustavo Afonso Rodrigues E61A754BA129401... Signature adoption: Pre-selected Style IP Address: [*****]Signed using cellphone	Sent: 10/11/2022 3:34:36 PM Viewed: 10/11/2022 3:37:39 PM Signed: 10/11/2022 3:38:18 PM
Electronic Record and Signature Disclosure: Accepted: 10/11/2022 3:37:39 PM ID: df729dc8-813c-4bf1-85bf-f4cc18988dd4		
Carlos Eduardo Pereira dos Santos [*****] General Manager - Software Engineering Security Level: E-mail, Account Authentication (None)	DocuSigned by: Carlos Eduardo Pereira dos Santos BD63127AE40D47F... Signature established by: Pre-set style Using IP Address: [*****]	Sent: 10/11/2022 3:38:31 PM Resent 10/13/2022 5:47:59 AM Resent 10/14/2022 9:12:47 AM Viewed: 10/14/2022 11:48:39 AM Signed: 10/17/2022 6:01:51 AM
Electronic Record and Signature Disclosure: Accepted: 10/14/2022 11:48:39 AM ID: 471d2207-5743-400d-9b65-7076ab3573c7		
Renato Bertozzo Duarte [*****] HEAD OF UNIVERSO ONLINE LEGAL DEPARTMENT Security Level: E-mail, Account Authentication (None)	DocuSigned by: 777C90E710EF4A4... Signature adoption: Signature image loaded Using IP Address: [*****]	Sent: 10/17/2022 6:02:03 AM Viewed: 10/17/2022 6:11:20 AM Signed: 10/17/2022 6:11:55 AM
Electronic Record and Signature Disclosure: Not offered via DocuSign		
Artur Gaulke Schunck [*****] Chief Financial Officer Security Level: E-mail, Account Authentication (None)	DocuSigned by: Artur Gaulke Schunck 67A9FA4BE32D493... Signature established by: Pre-set style Using IP Address: [*****]	Sent: 10/17/2022 6:12:08 AM Viewed: 10/17/2022 7:22:15 AM Signed: 10/17/2022 7:22:45 AM
Electronic Record and Signature Disclosure: Accepted: 5/1/2021 3:19:10 AM ID: fa0c9073-addf-4780-b419-41a5b944e0e2		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Raphaela Queiroz da Costa [*****] Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/15/2021 4:47:01 AM ID: 31e69e8e-d4dd-497c-bc07-c7279665f43f	Copied	Sent: 10/17/2022 7:22:59 AM Resent: 10/17/2022 7:23:12 AM Viewed: 10/17/2022 9:29:24 AM
EVERY [*****] Security Level: E-mail, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not offered via DocuSign	Copied Signature adoption: Pre-selected Style IP Address: [*****]	Sent: 10/17/2022 7:23:01 AM Viewed: 10/17/2022 7:28:46 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamp
Envelope sent	Hashed/Encrypted	10/11/2022 12:28:06 PM
Certified delivery	Security checked	10/17/2022 7:22:15 AM
Signing complete	Security checked	10/17/2022 7:22:45 AM
Completed	Security checked	10/17/2022 7:23:01 AM

Payment Events	Status	Timestamp

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print the documents we send to you through the DocuSign system during and immediately after the signature session, and, if you elect to create a DocuSign user account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish to get paper copies of any such documents to be sent from our office to you, you will not be charged a per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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Consequences of changing your mind

If you elect to receive notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and provide services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of receipt of such paper notices or disclosures. To let us know that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signature page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive notices and consents electronically from us or to electronically sign documents sent by us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will electronically send you through the DocuSign system all required notices, disclosures, authorizations, acknowledgments, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you using the same method and to the same address you have informed us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, let us know as described below. Also see the paragraph immediately above that describes the consequences if you elect not to receive notices and disclosures electronically from us.

How to contact UOL - UNIVERSO ONLINE S/A:

You may contact us to let us know of your changes on how we should contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically, as provided below:

To contact us by email send messages to: UOL - UNIVERSO ONLINE S/A

To inform of your new e-mail address to UOL - UNIVERSO ONLINE S/A:

To let us know of a change in your e-mail address to which we should send notices and disclosures electronically to you, you must send us an e-mail and provide: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your e-mail address.

In addition, you must notify DocuSign, Inc. in order to reflect your new e-mail address in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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send us an e-mail and provide your e-mail address, full name, Brazil Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer to process.

Required hardware and software:**

(i) Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS®

(ii) Browsers: Latest versions Internet Explorer® 6.0 or above (only Windows); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (only Mac)

(iii) PDF readers: Acrobat® or similar software may be required to view and print PDF files.

(iv) Screen Resolution: 800 x 600 minimum

(v) Enabled Security Settings: Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically:

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please make sure you read this electronic disclosure and are able to print on paper or electronically save this page for your future reference and access or are able to e-mail this disclosure and consent to an e-mail address in which you will be able to print on paper or save this page for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format under the terms and conditions described above, let us know by clicking the "I agree" button below.

By checking the "I agree" box, I confirm that:

(i) I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORDS AND CONSUMER SIGNATURE DISCLOSURES; and

(ii) I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and (iii) Until or unless I notify UOL - UNIVERSO ONLINE S/A as described above, I consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by UOL - UNIVERSO ONLINE S/A during the course of my relationship with you.

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To inform of your new e-mail address to UOL - UNIVERSO ONLINE S/A:

To let us know of a change in your e-mail address to which we should send notices and disclosures electronically to you, you must send us an e-mail to [*****] providing: your

previous e-mail address and your new e-mail address. We do not require any other information from you to change your e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. in order to reflect your new e-mail address in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from UOL - UNIVERSO ONLINE S/A:

To request us to send you paper copies of the notices and disclosures previously provided by us to you electronically, you must send an e-mail to [*****] and provide: your e-mail address, full name, Brazil Postal address, and telephone number. We will charge you for the amount of the copies, if applicable.

To withdraw your consent to UOL - UNIVERSO ONLINE S/A:

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

(i) refuse to sign a document in your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent; or you may

(ii) send an e-mail to [*****] and provide your e-mail address, full name, Brazil Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer to process. We do not require any other information from you to change your email address. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software:**

(i) Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS®

(ii) Browsers: Latest versions Internet Explorer® 6.0 or above (only Windows); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (only Mac)

(iii) PDF readers: Acrobat® or similar software may be required to view and print PDF files.

(iv) Screen Resolution: 800 x 600 minimum

(v) Enabled Security Settings: Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically:

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please make sure you read this electronic disclosure and are able to print on paper or electronically save this page for your future reference and access or are able to e-mail this disclosure and consent to an e-mail address in which you will be able to print on paper or save this page for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format under the terms and conditions described above, let us know by clicking the "I agree" button below.

By checking the "I agree" box, I confirm that:

(i) I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORDS AND CONSUMER SIGNATURE DISCLOSURES; and

(ii) I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and (iii) Until or unless I notify UOL - UNIVERSO ONLINE S/A as described above, I consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by UOL - UNIVERSO ONLINE S/A during the course of my relationship with you.

REDACTED COPY

Certain identified confidential information has been redacted from this exhibit because both (i) it is customarily and actually treated as private or confidential and (ii) it is not material.

Confidential portions of this Exhibit are designated by [redacted].

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Pax Store License Agreement
Terms and Conditions

This Pax Store License Agreement ("Agreement") is a contract between PAX **Technology Limited**, whose registered office is at Room 2146, 24th floor, Sun Hung Kai Center, 30 Harbour road, Wanchai, Hong Kong and **Zolon Technology (HK) Limited**, whose registered office is at Room 2504, 25th floor, Sun Hung Kai Center, 30 Harbour road, Wanchai, Hong Kong (herein both referred as "PAX") and PAGSEGURO **INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.**, whose registered office is at Avenida Brigadeiro Faria Lima, 1384, 4º floor, part A, São Paulo, São Paulo, Brazil, Postal Code 01451-001, enrolled with the General Taxpayers' Registry of the Ministry of Finance (CNPJ/MF) under number [redacted] (herein referred as "PagSeguro").

WHEREAS:

(a) PagSeguro is a company that provides digital payment system and other additional services for companies, specializing in monetization, publishing and offering local methods of payment for End Users (as defined hereinafter);

(b) PAX is a digital software company that owns or has the competent licenses and authorizations to license an open-platform collaborative ecosystem which connects app providers, terminal managers, payment service providers and merchants, provided as a cloud-based software as a service solution ("PaxStore"), all of which to be licensed and made available to PagSeguro as one copy in a specified server provided by Pagseguro, which will be made available to the Merchants and PagSeguro Business Partners (as defined hereinafter). The current license does not authorize Pagseguro the right to re-distrute and / or re-sell the software to any third party.

(c) PAX desires to license to PagSeguro, PagSeguro Business Partners and the Merchants pursuant to the following sections, terms and conditions, the PaxStore; and

(d) In connection with the license to the PaxStore, PagSeguro wishes to retain PAX to provide support and customization services for the PaxStore.

1. DEFINITIONS

1.1. The following terms, when used in this Agreement or in any document referred to herein, shall have the following meanings:

Card or Payment Scheme means any card payment systems (such as VISA®, MasterCard®, American Express® or others, including national or local systems) or bank payment schemes (such as direct banking systems, direct debit systems or bank transfer systems).

Confidential Information means any information which is marked as "Confidential" or should be reasonably expected to be confidential based on the context of disclosure or the nature of the information; including, the generality of the foregoing, the terms of this Agreement, as well as business plans, data, strategies, methods, suppliers, customers and clients lists, technical specifications, transaction data and customer data, technical data, trade secrets, plans for products or services, End User's, PagSeguro's or PAX's lists, including, databases, marketing plans, software, source code for software, financial documents or data, inventions, processes, technology, and designs.

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Digital Payment System means PagSeguro's digital payment service through which an End User can pay for products or services acquired from the Merchant in on-site transactions.

Effective Date means the date this Agreement entered into force, as defined in clause 13.1.

End User means an individual, a company or corporation, an association, a partnership, a trust or any other legal entity or organization, as the case may be, that purchases products or services from a Merchant and pays for the product or service using a stripe or CHIP card in a Hardware.

Marks means the respective Party's name and any one or more trademarks, logos, service marks, and copyrighted artwork or graphics related to the Party's activities.

Merchant means any individual or business entity, organization that owns a Hardware and accesses or uses the Software service directly or indirectly.

Software is an open-platform collaborative ecosystem which connects app providers, terminal managers, payment service providers and Merchants, provided as a cloud-based software as a service solution, and that includes all applications, modules, plugins, components and any other necessary resources for the correct operation of all of its functionalities; and (ii) software installed on the Hardware that enables the Merchant to download applications to the Hardware. The Software is owned by PAX or to which PAX has the competent licenses and authorizations for licensing. All PAX's Software is copyrighted by PAX, or is explored by PAX under express and legal authorization from the copyrighted owners, including any related licenses of "virtual goods", add-on, plug-ins, mods, appliances, rights of use, or any kind of experience or upgrade.

Hardware means mobile devices regardless of its model or manufacturer (including third parties) that are sold or distributed by PagSeguro or its representatives that allows the Merchant to receive payments through Digital Payment System and manage its business.

PagSeguro's Business Partners means any partner that PagSeguro may engage in business with regarding the Software or the Hardware, which includes, but is not limited to, software houses and developers.

Regulatory Requirements means any law, statute, regulation, order, judgment, decision, recommendation, rule, policy or guideline passed or issued by any competent authority or any payment system (including but not limited to bank payment systems, card payment systems such as Visa®, MasterCard®, American Express®, etc., or any other payment, clearing or settlement system or similar arrangement that is being used for providing the services hereunder).

Transaction means any transaction between the Merchant and an End User using PagSeguro's Digital Payment System to obtain a product or service from Merchant.

1.2. Headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

1.3. Unless the contrary intention appears, words in the singular include the plural and vice-versa; words in the masculine gender include the feminine, neuter, and vice versa.

1.4. Any sentence introduced by the term "included", "including", "in particular", "especially" or any similar expression will be construed as if such term were followed by the expression "but not limited to" or "without limitation", and will consist of examples and illustrations, not limiting the sense of the words preceding that term. Additionally, the term "and" shall be read as "and/or" in order to include, as applicable, all the different possibilities established in the clauses hereof.

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1.5. If there is any conflict between the provisions of this Agreement, the conflict shall be resolved in accordance with the following order of precedence (item "a" being the most prevalent): (a) Agreement; and (b) attachments to this Agreement.

2. SCOPE

2.1. This Agreement contains the general terms for the license of the Software from PAX to PagSeguro.

2.2. Additionally, PAX shall provide support services and customization for the Software according to sections 3 and 4 and Attachment III of this Agreement.

3. SOFTWARE

3.1. PAX grants to PagSeguro an exclusive, unsublicensable, untransferable, license to the Software during the Term to use the Software on any production, contingency, homologation and testing servers. PAX also authorizes PagSeguro to embed the Software in all the Hardware.

3.1.1. There shall be no limitation as to the number of terminals that may be connected to the Software under this Agreement.

3.1.2. Any license granted pursuant to this Agreement will terminate immediately upon the termination of the Agreement, as foreseen on clause 14.

3.2. The client software on the terminal side that connects and communicates with PAXstore server is NOT part of the PAXstore software. PAX licenses the client software on PAX terminals to PagSeguro free of charge during the action of the current agreement and permanently if PagSeguro opts to purchase the Software, as foreseen on clause 8.5..

3.3. PAX shall deliver to PagSeguro all the applications and documentation necessary for installation and proper operation of the Software, whether it be installers, executables, scripts and database installation scripts within [redacted] as of the Effective Date. The applications and documentation will be used to embed the Software in the Hardware and to install the Software in PagSeguro's production, contingency, homologation and testing servers, as applicable. PagSeguro shall also have the right to maintain a security copy of the applications and documentation of the Software.

3.4. Upon request from PagSeguro, PAX shall install the Software on PagSeguro's production, contingency, homologation and testing servers and also train PagSeguro's employees to install the Software on the server-side and any Hardware. The setup and training may be provided in person or through video conference.

4. MAINTENANCE

4.1. PAX shall provide, upon PagSeguro's request, all assistance required to enable PagSeguro to install and use the Software on the sever-side and in the Hardware. PAX shall provide, but is not limited to, adequate IT personnel, system support, and project management. PAX represents and warrants that any services performed pursuant to this section 4 will be performed in a competent, workmanlike manner.

4.2. It is expressly agreed by the Parties that if the Software contains bugs, glitches or errors, such corrections shall be made by PAX, and PagSeguro shall not incur any additional costs for such services. PAX shall, as soon as possible, provide any updates necessary to correct bugs, glitches or errors discovered at any time during the term of this Agreement. PAX's liability is limited to corrections of such bugs, glitches or errors and it shall only responsible for any

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other consequence and/or losses related to such bugs, glitches or errors limited to the amounts paid by PagSeguro on the [redacted].

4.3. PAX shall provide PagSeguro with upgrade packages along with documentation describing the changes made between the previous version provided for PagSeguro and this latest version, as well as documentation with instructions needed to perform the upgrade ("Maintenance"). At PagSeguro's sole discretion, the Maintenance shall be made either by PagSeguro's professionals or by PAX professionals accompanied by PagSeguro's professionals. The Parties shall agree for the best date/time to perform the Maintenance.

4.4. PAX shall be liable for any delays, inaccuracies, errors or omissions with respect to any transmission or delivery arising from inability to use the Software with the exception of disruption or changes to the Software initiated by PagSeguro.

5. PAX RIGHTS AND OBLIGATIONS

5.1. PAX takes full and exclusive responsibility for PAX's Software copyright regularity, and in addition, takes full and exclusive responsibility for PAX's Software and its content.

5.1.1. PAX shall be fully responsible for all and any claims originated from or somehow related to PAX's Software, keeping PagSeguro free and exempt of all and every burden, obligation or responsibility..

5.2. PAX shall comply, and shall not offer any software that fails to comply, with any domestic, foreign or international law, rule, regulation or other restriction or any fiduciary or contractual relationship applicable to PAX or PAX's Software.

5.3. PAX shall provide the Software to PagSeguro via a link by email for internet download.

5.4. During the term of this Agreement PAX shall allow PagSeguro, the Merchants and PagSeguro's Business Partners to immediately access and use PAX's Software.

5.5. PAX may change, suspend or cancel some of the Software functions, features and properties for market needs following PagSeguro's written approval. [redacted].

5.6. Except for the express obligations of PagSeguro set forth in this Agreement, PAX is solely responsible for all activities required by or otherwise related to the development, production, delivery, updating and/or promotion of PAX's Software, including all information used in PAX's Software, [redacted].

5.7. Besides providing the services subject to this Agreement, PAX shall be responsible for providing PagSeguro with the necessary support concerning the Software. PAX shall update the Software regularly, providing any security patches and other critical updates that may be necessary to maintain the security of the Software.

5.8. PAX shall use commercially reasonable efforts to ensure that the Software is free from material defects and available at all times. PAX shall be solely and exclusively responsible for any bugs that may cause unavailability or improper operation of the Software, being responsible for any damage or loss that may cause PagSeguro or third parties as a result of such bugs, limited to [redacted]

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5.9. PAX shall implement reasonable and appropriate measures designed to help secure the Confidential Information against accidental or unlawful loss, access or disclosure. PAX shall not access or use PagSeguro's, Merchant's, End User's or PagSeguro's Business Partners Confidential Information without permission from Pagseguro.

5.10. PAX acknowledges and agrees that

(a) PAX herein irrevocably appoints PagSeguro as its attorney-in-fact, granting thereto full powers, specially, but without limitation, towards banks, financial institutions and other entities whose activities are authorized by the Brazilian Central Bank, for purposes of representing the PAX in connection with all acts and measures that might be necessary for the regular and lawful completion of the transfers of amounts hereunder, which powers shall include the execution of exchange agreements and its amendments and other related documents, as well as powers to delegate the present powers to third parties; and

(b) PagSeguro operates solely as a payment intermediary, and PagSeguro: (a) under no circumstances acts or purports to act as a seller, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or hirer of PAX's Software; and (b) makes no representations or warranties and does not ensure the quality, safety or legality of any PAX's Software.

5.11. PAX shall be duly registered by means to comply with PagSeguro's Compliance Policy. PAX understands and agrees that PagSeguro may at any time request information, including PAX's identification information and information in connection with PagSeguro's verification of PAX's compliance with the representations contained in this Agreement. PAX agrees to cooperate with, and provide complete, accurate, and timely information as requested by PagSeguro. PAX agrees to notify PagSeguro of all and any changes regarding its details and to the limit permitted by the applicable law. PagSeguro may hold any payment due to PAX, until PAX verification, which may include copies of PAX's business licenses, articles of incorporation, tax information requirements, authentication of business owner(s) or Director(s) identity, PAX's bank account and other related information, powers of attorney whenever necessary and/or other documentation required to meet (a) Know-Your-Customer ("KYC") banking mandates, (b) Anti-money-laundering ("AML") legislation or (c) similar purposes as needed.

6. PAGSEGURO'S OBLIGATIONS

6.1. PagSeguro will be responsible for informing the Merchants and End Users of the limitations of use of the Software contained in this Agreement.

6.2. PagSeguro will make all payments set forth in this Agreement.

7. FEES AND PAYMENT

7.1. [redacted] For the scope of this Agreement, PagSeguro shall pay PAX [redacted] which already includes [redacted].

7.1.1. The fee mentioned on the previous clause also includes [redacted].

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7.2. [redacted] Pagseguro shall pay PAX an annual maintenance fee of [redacted]. This value already includes the maintenance, support and development of the Software, as foreseen on clause 7.1.1..

7.3. [redacted] If Pagseguro shall [redacted].

7.4. PagSeguro shall provide to PAX, no later than [redacted] upon request, report containing the number of active terminals connected to the Software within the month that PAX made the request.

7.5. PAX shall calculate and bill fees upon their generation and shall send all invoices to PagSeguro. PagSeguro agrees to pay all such invoiced amounts within [redacted]. If PAX does not receive PagSeguro's payment of any amounts [redacted], PAX may terminate or suspend this Agreement.

7.6. Except as otherwise agreed hereby, each Party shall be liable for the [redacted].

7.7. PAX acknowledges and agrees that PagSeguro is subject to local currency exchange regulations whenever a payment is remitted abroad to PAX. Any taxes levied on the currency exchange required for such remittance, including but not limited to the Brazilian tax on financial transaction – IOF, [redacted] Notwithstanding the provision hereof, PagSeguro shall not be liable nor responsible for any claims regarding the payment of taxes applicable to PAX or any other of its obligations related to a payment. The amounts foreseen on the Agreement are the amounts that PAX shall receive as net value.

7.8. Invoices shall be stated in US dollars. In the case Transactions occur in a different currency, currency conversion shall occur on a daily basis using [redacted]. Whenever a remittance is made in a currency other than the one stated in this clause, PagSeguro shall be entitled to use the applicable exchange rate defined by [redacted].

7.8.1. In the event that PAX fails to provide PagSeguro with the correctly issued competent documents, PagSeguro shall [redacted].

7.9. The Parties shall maintain for a period of [redacted] or greater if required by the Regulatory Requirements, accurate and complete records regarding fees charged and collected by PAX.

7.10. Any amount paid under this Agreement may be [redacted].

8. INTELLECTUAL PROPERTY

8.1. PAX represents and warrants that it is the legitimate bearer and/or properly licensed agent of all necessary intellectual and industrial property rights from PAX's Software under the terms hereof, together with any updates, upgrades and new versions to it from time to time and together with any APIs made available to PagSeguro in connection with the Software from time to time, including the related rights to license and distribute the Software,

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rights on trademark and copyrights in anyway related to PAX's Software. PAX hereby exempts PagSeguro from all and any demand or claim arising from or somehow related to the representation herein.

8.2. Title to and ownership of PAX's Software remains with PAX. PAX retains the right to, without limitation, use, copy, modify, license, sublicense, and distribute PAX's Software.

8.3. Title to and ownership of the Digital Payment System remains with PagSeguro. PagSeguro retains the right to, without limitation, use, copy, modify, license, sublicense, and distribute the Digital Payment System and the Hardware.

8.4. Except as expressly set forth herein, nothing in this Agreement is intended to grant any right in or to either Party under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant either Party any right, title or license in or to the other Party's Confidential Information.

8.5. PagSeguro shall have the option to purchase the source code of the Software from PAX, which shall entail on the Parties signing an agreement for this specific purpose. The Parties hereby agree that if PagSeguro exercises this option, [redacted]

9. CONFIDENTIAL INFORMATION

9.1. During the term of this Agreement, each Party hereto may disclose (the "Disclosing Party") to the other Party (the "Receiving Party") Confidential Information in connection with this Agreement or the performance of this Agreement.

9.2. The Parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the Disclosing Party, shall be maintained in strict confidence by Receiving Party and shall be used solely in connection with performing its obligations as required by this Agreement. To the extent that the Receiving Party may be required to disclose Confidential Information pursuant to applicable laws, regulations or legal process requirements, the Receiving Party shall provide, if not prohibited by applicable law, Disclosing Party with prompt notice sufficient to enable Disclosing Party to seek from the appropriate authority a protective order or other appropriate remedy that will preclude or limit the scope of the disclosure of the Confidential Information. The Receiving Party and the Disclosing Party shall cooperate with one another in seeking such protective order or remedy, and each shall bear its own costs related thereto. If disclosure is not precluded or limited, the Receiving Party shall furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

9.3. Access to all Confidential Information shall be restricted to those employees in the Receiving Party's immediate organization, parent corporations, subsidiaries, and other persons, such as consultants, attorneys and other advisors having a need to know to perform services specifically requested by one Party or the other to fulfill the purpose of this Agreement. The Receiving Party shall notify such employees or persons of the proprietary nature of the Confidential Information and shall require such employees or other persons to agree to maintain the confidentiality of the Confidential Information on the same terms as the Receiving Party.

9.4. Notwithstanding the definition of Confidential Information in section 1.1 hereof, same shall not be deemed to include information if (a) it was already known to the Receiving Party prior to the Effective Date of this Agreement as established by documentary evidence, provided that the source of the information was not bound by confidentiality obligations to the Disclosing Party; (b) it is or becomes generally known to the public through no breach of this Agreement or other wrongful act of the Receiving Party; (c) it has been rightfully received by the Receiving Party from a third Party and without breach of any obligations of confidentiality of such third party to the Disclosing Party; (d) it

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has been approved for release by written authorization of the owner of the Confidential Information; or (e) it has been independently developed by a Party without access to or use of the Confidential Information of the other Party.

10. DATA PROTECTION

10.1. Information provided by PagSeguro for the performance of this Agreement – which includes, but is not limited to, customer or third-party data – may only be stored by PAX in encrypted form and in compliance with applicable law. The data to which PAX shall have access is solely and exclusively for the provision of the obligations under this Agreement, which cannot be altered in any way by PAX without express written instructions from PagSeguro, under penalty of being responsible for the damages and indemnities.

10.2. PAX shall immediately notify PagSeguro in writing in the event of any (i) breach of its information security procedures; (ii) unauthorized access or alteration, disclosure or use of data obtained by PAX under this Agreement. This notice will include measures taken or envisaged by PAX to remedy the situation. Upon breach of security, PAX shall immediately track and/or recreate the steps leading to this breach and remedy them.

10.3. PAX acknowledges that unauthorized disclosure of data obtained under this Agreement may cause irreparable damage and that, in the event of breach or threat of breach of any of these obligations, PAX shall be liable for damages and indemnities of any kind – caused to PagSeguro or third parties – arising from the use of this data in breach of terms of the Agreement.

10.4. PAX declares that it is aware of and agrees with PagSeguro's Privacy Policy, which can be found at https://sobreuol.noticias.uol.com.br/normas-de-seguranca-e-privacidade.html.

11. INDEMNIFICATION

11.1. Each Party agrees to [redacted].

11.2. Notwithstanding anything in this Agreement to the contrary, in no event shall either Party, or its affiliates or any of its respective directors, officers, employees, agents or subcontractor, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

11.3. Neither Party nor their respective affiliates, subsidiaries, or subcontractors shall have liability for delays or damages due to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to obtain parts or supplies or network access, transportation facilities, fuel or energy shortages, acts or omissions of any common carrier or its agent (including the local exchange companies), or other causes beyond a Party's control whether or not similar to the foregoing.

12. DISCLAIMER OF WARRANTIES

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12.1. PAX shall not be considered responsible for the suspension and interruption of the Software in the following circumstances:

12.1.1. PAX is engaged in scheduled or emergency maintenance periods, as provided for in this Agreement;

12.1.2. use of the Software is conducted in an unauthorized manner.

12.2. PAX shall not be responsible for any damage or loss other than the operation of PaxStore itself.

13. TERM

13.1. This Agreement will be valid and binding upon the Parties as of November 1st, 2018 (the "Effective Date") and will remain in full force and effect indefinitely, unless and until [redacted]

13.2. This Agreement is signed between the Parties on this date, however:

(i) it retroactively applies to all the Hardware and Software that PagSeguro acquired from PAX; and

(ii) the fees foreseen on this Agreement are only due from the date of its signature, and no amount will be due for the retroactive period.

14. SUSPENSION AND TERMINATION

14.1. Either Party has the right to restrict, suspend or terminate the Agreement upon notice to the other Party, in any of the following situations:

14.1.1. A breach of this Agreement, which is not cured within [redacted]

14.1.2. Breach of any applicable laws, regulations or any governmental body's current policy;

14.1.3. Either Party engaged in any deceptive or unlawful act;

14.1.4. Any change in laws, regulations or policy requiring PAX to discontinue the Software or the Maintenance; or

14.1.5. Either Party becomes the subject of any bankruptcy, liquidation, dissolution or similar proceedings.

14.2. Obeying the provisions of the clause below, both Parties may terminate the agreement at any time with [redacted]. Neither Party shall be liable to the other for the termination of the Agreement or for any consequence arising out of termination of the Agreement under this clause.

14.2.1. PAX shall not be able to terminate this Agreement for a period of [redacted] starting from the date of its signature.

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14.3. It is agreed between the Parties that PagSeguro may amend or terminate the Agreement with the purpose of adapting this Agreement to the sectoral rules, mainly, but not limited to the rules imposed by the Brazilian Central Bank – BACEN. If above circumstances occur, which results in PagSeguro's demand for any change of this Agreement, PagSeguro is obliged to notify PAX and the parties shall conduct further negotiation.

14.4. Upon termination of this Agreement, [redacted]

14.5. Notwithstanding anything in this Agreement to the contrary, the following survival terms shall apply: (a) section 8 (Intellectual Property Rights); 9 (Confidential Information) shall survive for five (5) years after the expiration or termination of this Agreement for any reason; and (b) any other provision of this Agreement that due to its nature must survive shall be in full force and effect in accordance with the respective prescriptive or preclusion terms of law regarding that matter.

14.6. If this Agreement is terminated according to any of the situations foreseen on clause 14.1. or before the term foreseen on clause 14.2.1., or if PAX decides to no longer offer the Software and services as foreseen on this Agreement, PAX agrees to irrevocably assign the source code of the Software, in its entirety, to PagSeguro, allowing PagSeguro to be able to carry out its maintenance, adaptations, derivations, transformations and updates that it considers are necessary, appropriate or convenient, as well as being able to provide it, along with its services, to End Users and PagSeguro's Business Partners. This assignment will be characterized as an irrevocable, full, total and definitive assignment of all rights related to the source code of the Software.

15. MISCELLANEOUS

15.1. This Agreement hereto constitutes the entire agreement and understanding between the Parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement. Rights and obligations established hereof shall bind the Parties and their respective successors in irrevocable and inalterable basis.

15.2. No agency, partnership, joint venture or employment relationship is created between PagSeguro and PAX by way of this Agreement. In the performance of their respective obligations hereunder, the Parties are, and will be, independent. Neither Party will bind, or attempt to bind, the other Party to any contract or the performance of any obligation, and neither Party will represent to any third party that it has any right to enter into any binding obligation on the other Party's behalf.

15.3. Except to an affiliated entity or in connection with the merger, reorganization or sale of all or substantially all of its business or assets, or subject to mandatory rules of applicable law, neither Party may assign any rights or obligations hereunder without the prior written approval of the other Party. Any attempt to assign any rights, duties or obligations hereunder without the other Party's written consent will be void.

15.4. Neither Party is responsible for delays or failures in performance (other than payment) resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, changes in governmental regulations, epidemics,

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fire, communication line failures, power failures, earthquakes and other disasters beyond the reasonable control of such Party (each, a "Force Majeure"). If a claim by a Party for release of its obligations under this section 15.4 exceeds thirty (30) days, then the other Party has the right to terminate this Agreement without penalty of any kind. Neither Party is entitled to relief under this section to the extent that any event otherwise constituting an event of Force Majeure results from the negligence or fault of such Party or its employees or agents.

15.5. The failure of a Party to assert any of its rights under this Agreement, including the right to terminate this Agreement in the event of breach or default by the other Party, will not be deemed to constitute a waiver by that Party of its right to enforce each and every provision of this Agreement in accordance with its terms.

15.6. This Agreement is executed in English and Portuguese languages. In the event of any conflict, the Portuguese version shall prevail.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement shall be governed by and construed in accordance with the internal substantive laws of Brazil, without regard to conflicts of law's provisions.

16.2. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), the Parties agree to first attempt to informally negotiate any Dispute for at least [redacted] before initiating any court proceeding, with exception to (a) Disputes seeking to enforce or protect, or concerning the validity of, any intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief. Such informal negotiations commence upon written notice from one Party to the other.

16.3. All Disputes, conflicts and questions that directly or indirectly result from this Agreement that are not resolved by mutual agreement between the Parties shall be submitted to the sole and exclusive jurisdiction of the state courts located in the city of São Paulo, state of São Paulo, Brazil, which shall have exclusive jurisdiction over any suit arising from those matters.

16.4. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement will remain enforceable.

São Paulo, September 19th 2022.

PAX Technology Limited		Zolon Technology (HK) Limited	
Signature:	DocuSigned by: 7E295740783649A...	Signature:	DocuSigned by: C54D03DE84FA4DA...
Name:	Sun Yun	Name:	Zheng Renchi
Date and Place:	2022年9月19日 | 19:31:15 PDT	Date and Place:	19 September 2022 | 23:42:31 PDT
PagSeguro Internet Instituição De Pagamento S.A.			
Signature:	DocuSigned by: 1D8FA8C8FC014C9...	Signature:	DocuSigned by: 777C90E710EF4A4...
Name:	Artur Gaulke Schunck	Name:	Renato Bertozzo Duarte
Date and Place:	20 de setembro de 2022 | 02:05:48 PDT	Date and Place:	20 de setembro de 2022 | 01:51:03 PDT

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Witnesses:

Signature:	DocuSigned by: Carlos Ficher B2C49732DF66461...	Signature:	DocuSigned by: Luciana Rafaelly Gomes Santana E996B982E3EC4D4...
Name:	Carlos Ficher	Name:	Luciana Rafaelly Gomes Santana
ID:		ID:	

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ATTACHMENT I
Acceptable Use Policy

This Acceptable Use Policy (this "Policy") sets outs rules of restricted behavior and/or activities applicable to the use of the Software.

1 RESTRICTED BEHAVIOR

1.1. As a condition of access to the Software, the person accessing the Software will comply with any and all applicable laws and regulations when using the Software.

1.2. The Merchant shall agree that it will not engage in any illegal (or possible illegal) harmful activities including:

a) engage in any fraudulent, deceptive or misleading activities;
b) pose a risk of loss and damage to the Software, systems, computers or any portion of the Software content;
c) access to accounts in an unauthorized manner;
d) copy, download, compile or otherwise use any Software content for operating a business that competes with PAX for commercial purpose, unless authorized by PAX; or
e) infringe and misappropriate PAX's rights or any third party's rights of intellectual property and proprietary.

1.3. Merchant shall agree that it will not engage in security (or potential security) interference including:

a) try to interfere with any parts of the Software, examples as virus, Trojan horse or other malicious code;
b) reverse compile and reverse engineer of the Software;
c) disrupt any computer or server used to support the Software;
d) access to and monitor data on systems via unauthorized access; or
e) breach any security measures taken by PAX.

1.4. Merchant shall agree that it will not interfere with any system (including network, computer and software application) including:

a) access to and interfere with the proper function of any System without permission;
b) engage in any behavior that may constitutes network abuse of any system;
c) try to test, probe, scan and attack the vulnerability of any security features on PAX's systems; or
d) engage in any behavior that may undermine the security of any of PAX's system.

2 BREACH OF THIS POLICY

2.1. In addition, Merchant shall agree that PAX may report any illegal activity under Applicable Law to law enforcement agencies, who may cooperate with PAX to investigate the illegal conducts. Such investigation may be involved in disclosure of contents and information in relation to illegal conducts.

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ATTACHMENT II
SOFTWARE PRIVACY POLICY

This Privacy Policy (referred to as "Policy" hereinafter) applies to the use of the Software and sets out when PAX's support team may access, use and disclose the information pursuant to the use of the Software. By using the Software, the Merchant will be accepting to be bound by the terms herein.

1 DATA SUBMISSION

1.1. This Privacy Policy applies to the information (referred to as "DATA" hereinafter) submitted, uploaded, transmitted or displayed in the Software; for example a company name, country, user name, contact addresses, telephone numbers, email addresses, billing information of either the Merchant or End Users, in connection with the use of the Software.

1.2. The information PAX receives comes from:

a) The Merchant giving it to PAX;
b) The Merchant entering and browsing the Software and/or other sources when the Merchant uses the Software for business purposes;
c) Merchant or PagSeguro contacting PAX's supporting groups or service support team.

1.3. Merchant and End User both are entitled, individually, to require PAX to correct and/or delete such DATA, and may also request PAX to provide feedback regarding what PAX stores in relation to Merchant's and End User's information as applicable. PAX shall respond to such requests within five (05) working days.

2 DATA RETENTION

2.1. PAX may use, retain and disclose information received from Merchant, End Users or PagSeguro for the following purposes:

a) Maintaining Merchant's registration and ensuring Merchant's registration is valid for use of the Software;
b) Maintaining the Software service and improving PAX's quality of service;
c) Retaining and using the information under Merchant's, End Users' or PagSeguro's instructions, as applicable; or
d) Purposes which are reasonably related to the aforesaid data retention, disclosure, and usage.

2.2. PAX may only retain the DATA in accordance with the purposes above to maintain the Software.

3 DATA SECURITY

3.1. PAX uses commercially reasonable endeavors and security technology for the adoption of identity and/or access management measures, for the purpose of preventing unauthorized access to information and to prevent illegal processing. Nevertheless, no one can guarantee 100% data security. PAX cannot and do not guarantee perfect security in Merchant's use of the Software.

3.2. If the Software is installed on infrastructure that is the responsibility of PagSeguro (either proprietary or third Party), PAX shall not have access to PagSeguro's any information on Merchant, PagSeguro's Business Partners or End Users that is stored there, unless expressly authorized by PagSeguro.

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4 DATA DISCLOSURE

4.1. PAX uses commercially reasonable endeavors and security technology to provide global privacy protection, data security and a security control environment. PAX shall not access, use, collect, replicate, sell, rent, disclose, move or transfer the information to others except as:

a) Required by the Agreement and other such agreements;
b) Required by laws or country regulations;
c) Required by a court order or other legal process;
d) Required by a governmental authority or government body;
e) For protecting our or your rights (especially legal rights), property or safety of our personnel or our affiliates.

4.2. PAX shall not share information with others except under the following circumstances:

a) With third-party service providers, such as IT server providers or a company within PAX Group for market assistance purposes;
b) If PAX sells any subsidiary or business unit that provides the Software or services associated, in which case the information may be transferred along with business assets, which in turn may be sold and shared by the successor, but such policies will be complied with and updated continually;
c) PAX may release information under laws, regulations, and other agreements for protecting rights, property or safety of PAX, our users, end users and others. Obviously, however, this is only for reasons above, not for commercial purposes; or
d) Other than as set out above, PAX may release information to third parties with the prior consent in writing of PagSeguro or the person to whom the information relates. Whether to share information or not is at PagSeguro and the persons sole discretion.

5 SCOPE OF THIS POLICY

5.1. This Policy forms an important part of the Agreement. Any terms in this policy will have the same meaning in the Agreement.

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ATTACHMENT III

PAX Service Level Agreement

This PAX Service Level Agreement ("SLA") is a policy governing the use of the Software under the terms of the Agreement between PAX Technology Limited, whose registered office is at Room 2146, 24th floor, Sun Hung Kai Center, 30 Harbour road, Wanchai, Hong Kong ("PAX", "us" or "we") and **PAGSEGURO INTERNET S.A.**, whose registered office is at Avenida Brigadeiro Faria Lima, 1384, 4º floor, part A, São Paulo, São Paulo, Brazil, Postal Code 01451-001, enrolled with the General Taxpayers' Registry of the Ministry of Finance (CNPJ/MF) under number [redacted] (herein referred as "PagSeguro"). Unless otherwise provided herein, this SLA is subject to the terms of the Pax Store License Agreement - Terms and Conditions ("Agreement") and capitalized terms will have the meaning specified in the Agreement. We reserve the right to change the terms of this SLA in accordance with the Agreement.

1 SERVICE COMMITMENT

1.1. Availability. we will use commercially reasonable efforts to make the Software available with a Monthly Uptime Percentage (defined below) of at [redacted] The availability pertains to ensure the Software is free from any bugs that may cause unavailability or improper operation of the Software, as foreseen on clause 5.9. of the Agreement.

1.2. Data Security. we will implement reasonable and appropriate measures designed to help secure the data obtained from the Software against accidental or unlawful loss, access or disclosure.

1.3. Data Privacy. we will not access or use any data obtained by or via the Software except as necessary to maintain or provide the Software, or as necessary to comply with the law or a binding order of a governmental body. We will not disclose Your content to any third party.

2 DEFINITIONS

2.1. "Monthly Uptime Percentage" is calculated by [redacted].

2.2. "Unavailable" means that [redacted].

3 CHANGES

3.1. To the Service Offerings. We will quarterly update the Software to enhance or add new features. We will notify PagSeguro of any material change to the Services. These changes shall follow the Maintenance proceeding foreseen on clause 4.3. of the

3.2. Requested by PagSeguro. Demands related to new features, enhancements and bug fixes that are requested by PagSeguro and negotiated between the Parties. If requested by PagSeguro, the new features must be unique within the new upgrade package, so as not to contain any further modifications or upgrades made by PAX. The installation of these upgrades shall follow the Maintenance proceeding foreseen on clause 4.3. of the Agreement. The Parties agree that features and enhancements requested by PagSeguro shall take into account a [redacted] The Parties agree that bug fixes shall be made free of charge by PAX and shall not consume any of the man-hours foreseen on this clause.

3.3. To the APIs. We may change any APIs for the Software from time to time. For any discontinuation of or material change to an API, we undertake to continue supporting the previous version of such API for 24 months after the change

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or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) would cause us to violate the law or requests of governmental entities or (c) if PagSeguro requests for its non-discontinuation).

4 TECHNICAL SUPPORT SERVICE

4.1 PAX shall provide technical support services 24x7 (twenty-four hours per day, seven days per week) by:

- 4.1.1 All necessary detailed and up-to-date software documentation;
- 4.1.2 Monitored e-mail support;
- 4.1.3 Running a browser based online issue tracking system (issue tracking system support);

4.2 Remote assistance will be provided in line with the above timescales dependent on the priority of the support request.

4.3 Raised issues are categorized into five areas, with the following priority by PAX:

Category	Type of error	Resolution time	Penalty
Urgent	Software - errors in the Software that prohibit the Merchants to upload, download, update/install or push the application/firmware, or core functionality is not available and there is no workaround.	[redacted]	[redacted]
Priority	Software - errors in the Software that prohibit the Merchants to upload, download, update/install or push the application/firmware, or core functionality is not available, but there is a workaround.	[redacted]	[redacted]
High	Software – errors that do not prohibit the Merchants from performing ordinary transactions but do present major disadvantages and delays in the transaction processing, and/or important functionality is not available and there is no workaround.	[redacted]	[redacted]

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Medium	Software – errors that do not prohibit the Merchants from performing ordinary transactions but do present major disadvantages and delays in the transaction processing, and/or important functionality is not available and there is a workaround.	[redacted]	[redacted]
Low	Day to day technical questions regarding the Software or functional errors which are not seen as a time critical activity.	[redacted]	[redacted]

4.4 PAX shall manage proper follow up of all support requests. PAX is to assign a person at a sufficient management level to whom can be escalated whenever the partner has questions or complaints of the follow-up of the support requests.

4.5 PAX shall manage proper follow up of all support requests. PAX is to assign a person at a sufficient management level to whom can be escalated whenever the partner has questions or complaints of the follow-up of the support requests.

4.6 The Penalties foreseen on clause 4.3. shall be [redacted]. PAX must present PagSeguro with a monthly report regarding all the incidents/issues presented and if they were solved or attended timely.

4.7 The amounts due as Penalties will be [redacted].

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ATTACHMENT IV

PAX GoInsight Cloud Service Agreement

This Agreement of GoInsight (referred to as "Agreement" hereinafter) sets outs the descriptions of GoInsight cloud services, fee structure and Pricing model.

1. SCOPE and DEFINITION

"GoInsight" is a cloud servisse of Big Data analysis developed by PAX, which is designed for all types of organizations, devices, and transactions. It enables users to build data applications efficiently and economically. Its combines platform flexibility, ease of operation and rich features to help users to implement data-driven policies, boosts business growth and improves operational performance.

"GoInsight" runs on a cloud server and is provided to the clientes as a service. The clientes get access to this service through subscription.

"GoInsight" is NOT part of PAXStore software. The aim of this service is to expand the clients' ability for big data analysis.

2. AGREEMENTS

2.1. Pageseguro agrees to subscribe to PAX's GoInsight cloud service for a [redacted] starting on July 2021.

2.2. Upon the signature of this contract, PAX shall provide Pagseguro all the information neccessary to access the GoInsight cloud service.

2.3. Pagseguro agrees to pay for the service according to the pricing conditions as specified in Clause 3.

3. PRICING & PAYMENT

3.1. The subscription fees [redacted].

3.2. The charge will not apply if: [redacted].

3.3. PAX shall invoice Pagseguro the fees [redacted]

4. RIGHTS

GoInsight is a cloud service provided by PAX. By subscribing to it, Pagseguro is granted the right to use this service for its own business purpose. PAX reserves all rights. The subscription does not result in or imply the transfer of ownership, licensing or intelectual rights of the cloud software itself.

The data uploaded by Pagseguro to the server belong to Pagseguro and PAX shall not have the ownership over them.

5. SUBSCRIPTION RENEWAL AND TERMINATION

5.1. If not otherwised agreed, Pagseguro shall renew the subscription automatically upon continuous payment.

5.2. The subscription is terminated if i) Pageseguro requests to terminate with a written notice to PAX; or ii) Pagseguro ceases to pay for the subscription.

EQUIPMENT SUPPLY AGREEMENT AND OTHER COVENANTS

The following parties have decided to enter into this private Instrument, and are hereinafter jointly referred to as "Parties", and individually as "Party". On one side:

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A., corporation headquartered in the city of São Paulo, State of São Paulo, at Av. Brigadeiro Faria Lima, nº 1.384, 4º andar, Parte A, and enrolled with the Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. 08.561.701/0001-01, herein represented pursuant to its Bylaws, hereinafter referred to simply as **PAGSEGURO**, and on the other side;

CAL-COMP INDUSTRIA E COMERCIO DE ELETRONICOS E INFORMATICA LTDA., headquartered in the city of Manaus, State of Amazonas, at Av. Torquato Tapajós, nº 7503, Galpão 2, Módulos 19 (Parte), 20 e 21, enrolled with CNPJ/MF under No. 07.200.194/0003-80, and **NEWLAND PAYMENT TECNOLOGIA DO BRASIL LTDA.**, corporation headquartered in the city of São Paulo, State of São Paulo, at Av. Eng. Luiz Carlos Berrini, 550, 4º andar, conj. 41, enrolled with CNPJ/MF under No. 32.666.764/0001-07, herein duly represented pursuant to its articles of incorporation in force, hereinafter referred to as **SUPPLIER(S)**.

The Parties hereby execute this Equipment Supply Agreement and Other Covenants ("Agreement"), and mutually accept, grant, and agree to fully comply with this Instrument, pursuant to its terms and conditions below:

1. PURPOSE

1.1 The purpose of this Agreement is the provision, by the **SUPPLIER** to **PAGSEGURO**, of equipment within the form and quantity requested by **PAGSEGURO**, according to the specifications of the Exhibits indicated or that may be subsequently added upon amendment instrument, as well as maintenance and guarantee services.

1.1.1 Each request to be carried out by the **SUPPLIER** shall be subject to the Exhibit of the Agreement, in which all the characteristics of the request shall be provided in a detailed and thorough way.

1.1.2 The **SUPPLIER** shall grant a sixty [*****]month warranty on the equipment's manufacturing defect, excluding defects that are proven and verified to be resulted from exclusive misuse.

1.1.3 The **SUPPLIER** shall perform the maintenance of equipment purchased by the **PAGSEGURO**, including equipment still covered by the warranty period, as well as of any other equipment, including due to misuse. The maintenance shall be performed only upon approval from **PAGSEGURO**.

1.1.4 For equipment maintenance, within or outside the warranty period provided in section 1.1.2 above, the **SUPPLIER** will grant a [*****]day warranty for the services provided.

1.1.5 Unless there is an express provision mentioning otherwise, the **SUPPLIER** shall have the period of three hundred sixty-five (365) calendar days to deliver the equipment to **PAGSEGURO**.

1.2 The **SUPPLIER** represents that the maintenance above-mentioned is within the limits of its corporate purpose and that it is fully aware and has expertise in performing those services, and the **SUPPLIER** has all licenses and permits necessary for the delivery to the **PAGSEGURO**, without any restriction or impediment concerning that matter.

1.3 **PAGSEGURO** may request, at any time, the inclusion and/or exclusion in the scope described herein and/or the Exhibits, upon execution of an amendment instrument.

1.4 The **SUPPLIER** shall be exclusively responsible for the supply to be provided to the **PAGSEGURO**, and it may not outsource that service, except upon prior written authorization from the **PAGSEGURO**.

2. EXHIBITS AND CONSTRUCTION

2.1 The following Exhibit(s) consitute(s) an integral and supplementary part of this AGREEMENT:

2.1.1 Strategic Partnership Proposal PagSeguro – Newland - 15-12-21 (P.Cml. NLBR 151221).

2.1.2 Strategic Partnership Proposal PagSeguro – Newland - ME60 - 13-10-2022

2.2 As agreed between the Parties, the quantity of equipment provided in the Proposals above-mentioned has been changed, and the total that shall be considered is fifty thousand (50,000) of model SP930 ATV and nineteen thousand one hundred sixty-seven (19,167) of model ME60 ATV, pursuant to the PURCHASE ORDERS 45006420912 and 4500642091, of November 17, 2022 and which is an integral part hereof.

2.3 In the event of any discrepancy between the provisions in Exhibit(s) and the ones herein, this Agreement shall prevail.

3. OBLIGATIONS OF THE SUPPLIER

3.1 The **SUPPLIER** shall:

3.1.1 Perform the supply hired hereunder, in compliance with all technical specifications and standards agreed with **PAGSEGURO** in this Agreement and in each Exhibit.

3.1.2 Provide **PAGSEGURO** with detailed reports on the supply, whenever previously and expressly requested by **PAGSEGURO**.

3.1.3 Grant **PAGSEGURO** with access to all means and facilities needed in order to inspect the supply, responding to all requests from **PAGSEGURO** in a prompt and unrestricted manner.

3.1.4 Replace any of its employees or representatives whose conduct breaches internal rules of **PAGSEGURO** or upon simple request by **PAGSEGURO**.

3.1.5 To watch over the safekeeping and maintenance of the equipment and location of service provision that may be made available by **PAGSEGURO**.

3.1.6 To be liable for all tax, administrative, social security and civil obligations arising from this Agreement, and all documentation proving so shall be available to **PAGSEGURO**.

3.1.7 Be fully liable for all and any damage or loss that may be caused to **PAGSEGURO** or third parties as a result of performance hereof.

3.1.8 Require the exclusion of **PAGSEGURO** from any dispute in which it is involved, due to an act or deed under the **SUPPLIER**'s liability, arising from this Agreement, being included, as a consequence, as defendant in the dispute;

3.1.8.1 **PAGSEGURO** shall notify the **SUPPLIER** about any court order and/or administrative claim that it become involved as To: result of this Agreement, and the **SUPPLIER**, without prejudice to the obligations under section "3.1.6.", must provide **PAGSEGURO** with information, evidence and/or witnesses for the defense, whose conduction shall remain at the sole discretion of **PAGSEGURO**.

3.1.9 Reimburse **PAGSEGURO** for all and any amount that **PAGSEGURO** is obliged to spend by virtue of an unappealable decision, whether administrative or rendered by the court, due to an act or deed by the **SUPPLIER**, within five (5) business days as from the delivery of the payment slip concerning such expenses.

3.1.10 Adopt all necessary measures so that employees/contractors that were dismissed from the **SUPPLIER** do not enter the **PAGSEGURO**'s facilities, keeping **PAGSEGURO** informed about all dismissals.

3.1.11 Not to employ any of **PAGSEGURO**'s former employees in the performance of the Services subject matter hereof, except upon prior and express notice from **PAGSEGURO**.

3.1.12 Not to allow persons under eighteen (18) years of age to work at the night shift, or to perform hazardous or unhealthy activities, as well as not to allow persons under sixteen (16) years of age to perform any work whatsoever, except as apprentice from fourteen (14) years of age, pursuant to the provisions in section 7, item XXXIII of the Brazilian Federal Constitution.

3.1.13 Not to perform any practices of negative and restrictive discrimination when hiring or dealing with employees, such as, but not limited to, by virtue of: gender, origin, race, skin color, physical condition, religion, marital status, age, family situation or pregnancy.

3.1.14 Agree to protect and preserve the environment, as well as to prevent and eradicate practices that are harmful to the environment, and perform its activities in compliance with the legislation in force concerning the Brazilian Environmental Preservation and Anti-Crime Policy, as well as all legal, normative and administrative acts associated to the environment, within Federal, State and Local;

3.1.15 To notify **PAGSEGURO** about any questions, omissions or discrepancies that may be found in the technical documentation provided for the performance of the supply.

3.1.16 To redo or repair, at its own expenses and within the period established by **PAGSEGURO**, all and any service that was deemed unacceptable, even if it has already been paid for.

3.1.17 Not to use the name, brand, logo and/or brand of **PAGSEGURO** in advertising materials of any nature, except upon prior written authorization from **PAGSEGURO**.

3.1.18 Upon formal request from **PAGSEGURO**, return all documents, procedures, notifications, products, equipment, parts and pieces owned by **PAGSEGURO** that are under the **SUPPLIER**'s care, within forty-eight (48) hours from the request.

3.1.19 The **SUPPLIER** ensures that its product/solution does not have any active or passive mechanism allowing the attainment, reproduction, storage, view or any other type of access to any data or records in it, whether by the **SUPPLIER** or third parties, without prior and express consent from **PAGSEGURO**. Passive means any form of access granted to third parties without the consent from **PAGSEGURO**, in order to such third parties request data. Active means any form of data submission, whose decision comes from the solution itself, but without consent from **PAGSEGURO**

3.1.20 Throughout the effectiveness hereof, the **SUPPLIERS** shall ensure the continuity of manufacturing and provision of the equipment models subject matter of the supply herein contracted to **PAGSEGURO**, without any changes to its characteristics and/or any of its internal parts, such as modem, antenna, display, battery, processors and memories, among other items.

3.1.20.1 The discontinuance of the manufacturing and/or the provision of any equipment model, whose provision is contracted herein, as well as the change to any of its characteristics and/or internal parts, shall be subject to prior and express authorization from **PAGSEGURO**, and in that circumstance the **SUPPLIER** undertakes: (i) to pay for all costs involving the procurement of the indicated certification, which are required and needed for the new equipment model replacing the discontinued model or whose characteristics and/or internal parts are changed; (ii) to keep and provide **PAGSEGURO** with incremental inventory of equipment of the discontinued model or whose characteristics and/or internal parts are changed, ensuring the continuity of provision of said equipment to **PAGSEGURO** for at least ninety (90) days and until the new model is made available for delivery, with all certification mentioned above and in compliance with all other conditions provided herein.

3.1.20.2 In the event of failure to comply with any of the obligations above, the **SUPPLIER** shall pay a fine equivalent to the total amount of the last supply order of the equipment model that was discontinued and/or had its characteristics and/or internal parts changed. That fine is non-compensatory, and it does not hinder the assessment of losses and damages, nor the possibility of **PAGSEGURO** to terminate this Agreement, without any liens or penalties.

3.1.21 Whenever applicable, the **SUPPLIER** undertakes to lawfully provide **PAGSEGURO** with personal information of its employees, with the purpose of registration needed for the access to the internal systems and tools of **PAGSEGURO**.

The **SUPPLIER** shall also notify and keep **PAGSEGURO** updated if any of its employees are no longer part of the team, or if they no longer need access to the internal systems and tools of **PAGSEGURO**, so that **PAGSEGURO** may adopt the necessary measures. The **SUPPLIER** undertakes to properly obtain, share, update and (as applicable) exclude such data, exempting and holding **PAGSEGURO** harmless from any liability in that sense, including any claims from professionals using those systems and tools, or employees using those systems and tools in a form that does not fit the purpose of the Agreement.

4. PAGSEGURO'S OBLIGATIONS

4.1. To perform all payments due to **SUPPLIER** strictly within the terms agreed herein and/or in its Exhibit(s).

5. EFFECTIVENESS

11.a. This AGREEMENT is effective as of April 6, 2022, through the period of twelve (12) months, which can be automatically extended, provided that neither Party presents prior and express notice about its intent to terminate the Agreement at least thirty (90) days before its renewal.

6. PRICE AND PAYMENT CONDITIONS

6.1. **PAGSEGURO** shall pay to the **SUPPLIER** the prices included in the Exhibits, quantified and billed according to the actual deliveries, and all taxes, fees or any type of contributions, whether direct or indirect, levied on the supply contracted herein are already included in the prices specified in this section.

6.2. The payment mentioned in Section 6.1 above shall be made by **PAGSEGURO** to the **SUPPLIER** within forty-five (45) days after the Invoice was issued and submitted by the **SUPPLIER** to **PAGSEGURO**, payment which will be performed only after **PAGSEGURO** receives the equipment.

6.3. The **SUPPLIER** must include its qualification information in the Invoice/Bill issued to **PAGSEGURO**.

6.4. The failure by the **SUPPLIER** to issue one or more Invoices/Bills, or lacking information in an Invoice/Bill, it shall authorize the interruption of such payment by **PAGSEGURO** until the **SUPPLIER** issues or corrects the Invoice/Bill, as the case may be, and delivers it promptly to **PAGSEGURO**, also observing the payment term informed in Paragraph One above.

6.4.1 The failure by **PAGSEGURO** to perform payments in the agreed form and within the agreed terms shall result in the application of a fine equivalent [*****]per month and a late charge of [*****]of the amount due.

6.5. **PAGSEGURO** shall pay for the supply whose performance is duly documented by the **SUPPLIER**, pursuant to the terms and conditions agreed herein. Any supplies that were completed, but not duly reported, will have their payment pending until they are actually proven by the **SUPPLIER**.

6.6. **PAGSEGURO** may deduct from the Invoices/Bills all fines and any compensation arising from this Agreement and/or its Exhibits, including with respect to equipment that have been lost or damaged by the **SUPPLIER**.

6.6.1 If the amounts payable, pursuant to the preceding item, are higher than the amount informed in the Invoice/Bill, the **SUPPLIER** shall be responsible for the difference, which may be deducted from future payments, including payments related to other credits that the **SUPPLIER** has with **PAGSEGURO**.

6.7. Whenever requested by **PAGSEGURO**, the **SUPPLIER** shall submit the following authenticated documentation:

(i) Certificate of Good Standing on Federal Taxes and Contributions; (180d)

(ii) Certificate of Good Standing on State Taxes; (180d)

(iii) Certificate of Good Standing on Real Estate Debt; (180d)

(iv) Social Security Payment form (GPS); (30d)

(v) Guarantee Fund for Length of Service Payment form, (30d)

6.8. In the event any debt from the **SUPPLIER** is identified, at any time, as a result of non-payment of taxes, fees, contributions or charges, directly or indirectly levied on the services hired herein and/or related to delay or default in providing payment receipts that prove the discharge of all social security and labor obligations related to its employees and its subcontractors' employees, even if partially, payment of the applicable Invoice/Bill will be withheld until the default is remedied and the receipts are duly submitted, without any interest, adjustment for inflation or any other type of adjustments, fines and/or compensation.

7. TAXES

7.1. The prices agreed herein and in its Exhibit(s) include all taxes, fees and charges levied, whether directly or indirectly, on the supply hired herein, as well as all labor, civil and social security obligations in force and payable at the price base date.

7.2. If there is any change to the tax legislation in force that may result in the creation of new taxes, increase in the calculation basis and/or tax rate, or that, in any way, may result in the increase of financial encumbrances hereof, the Parties shall negotiate, in good faith, changes in the prices set forth herein, provided that, under no circumstance, automatic onlendings and one-sided increase in prices shall be admitted. If the Parties cannot reach an agreement with respect to the new prices to be applied, this Agreement shall be promptly and lawfully terminated, without encumbrances or penalties.

8. ADJUSTMENT

8.1. The prices may be adjusted pursuant to agreement between the Parties.

9. VIOLATION

9.1. In the event of default of the obligations assumed herein, the aggrieved Party shall notify the defaulting party about the delay, so that the defaulting party may perform its obligation within fifteen (15) days from the receipt of the notice.

9.2. If the defaulting party fails to remedy the default within the term provided in Section "9.1." above, the Parties hereby agree that the defaulting party shall incur a fine equivalent to the sum of the last three (3) monthly compensations, or its estimate, and **PAGSEGURO** may seek damages and any other reimbursements it understands to be due. This section is not applicable to any unreasonable delays in payment. Any specific penalty shall be added to the Invoice / Bank-issued invoice for payment.

9.3. Penalties established in this Section do not exclude any other provisions by law or by this Agreement, neither do them exempt the **SUPPLIER** from the liability for any damages and losses that it may cause to **PAGSEGURO** as a result of violation to any condition or Section herein and/or any Exhibits.

9.4. **PAGSEGURO**, without prejudice to its option for terminating this Agreement, may apply the compensatory and default charges described in this Agreement and/or its Exhibits to the **SUPPLIER**, and the **SUPPLIER** will still be liable for any additional indemnification in the amount equivalent to any exceeding loss it causes, pursuant to Sole Paragraph of Article 416 of the Brazilian Civil Code.

10. TERMINATION / RESCISSION

10.1. This Agreement may be terminated by both parties, at any time, before the end of the effectiveness, upon prior written notice submitted ninety (90) days before, without any liens, fines or penalties due, except for the obligation by (i) **PAGSEGURO** of paying the **SUPPLIER** for all supplies carried out until the termination, as well as (ii) the obligation by the **SUPPLIER** of completing the supply that is subject matter of each Exhibit in force, at **PAGSEGURO**'s exclusive discretion.

10.1.1 If the **SUPPLIER** wishes to fully terminate the Agreement, while the respective exhibit is still in force, the **SUPPLIER** shall pay the fine included in that exhibit.

10.2. This Agreement may be immediately terminated with cause by any of the Parties, upon prior written communication to the other Party, without prejudice to any compensation for losses and damages, in the following events:

a) violation of any provision herein, pursuant to provisions in item "9.1." above;

b) negligence, malpractice or recklessness of the **SUPPLIER** in the organization, management and/or performance of its activities;

c) interruption of activities by the **SUPPLIER** for more than five (5) consecutive days, for a reason not deemed satisfactory to **PAGSEGURO**;

d) due to technical and/or financial reasons, Act of God or Force Majeure preventing the continuity of the activities;

e) full dissolution, bankruptcy, whether filed or adjudicated, filing or adjudication of court-based reorganization of any of the Parties;

f) change in the shareholding control or in the corporate purpose or structure of the **SUPPLIER**, which affects or may affect, directly or indirectly, regular compliance with this Agreement and its Exhibits.

10.3. It is hereby agreed that the **SUPPLIER** shall expressly waive the rights to withhold documents owned by **PAGSEGURO** as from the termination notice, even if **PAGSEGURO** considers the reason for termination insufficient.

11. CONFIDENTIAL INFORMATION

11.1. Each of the Parties acknowledge that it will grant access to specific confidential information to the other Party (including its affiliates) concerning business, plans, clients, technology, products and other confidential information by the other Party ("Confidential Information"). Confidential Information shall include all tangible or intangible information identified or marked as confidential, or that, taking into account the circumstances of disclosure, should be considered confidential. Confidential Information also includes, but is not limited to, the terms and conditions herein, as well as technology owned by **PAGSEGURO**, including software tools, hardware design, algorithms, object or font and software, user interface design, architecture, class libraries, objects and documentation (both printed and electronic), network design, know-how, trade secrets and any associated intellectual property rights abroad (whether they are held or licensed to **PAGSEGURO** by third parties), as well as any derivatives, improvements, additions or expansion to such proprietary technology created, brought to practice, or developed during the effectiveness hereof by any of the Parties that is not exclusively applicable to the **SUPPLIER** or with general applicability in the state of art.

11.2. Each Party hereby agrees that they shall not use, in any way, whether to their own advantage or to benefit a third party, except if otherwise expressly authorized, or in the event it is required in order to achieve the purposes hereof, nor disclose to any third party (except if required by law, regulation, capital markets' requirements or requirements made by lawyers, accountants and other advisors from such Party, as reasonably necessary) any Confidential Information owned by the other Party, and that it shall take all necessary precautions to protect the confidentiality of such information, at least using the same diligence it uses to protect its own Confidential Information.

11.3. Exceptions. The provisions in this Section do not apply to Confidential Information: (i) already known by the receiving Party on the date the information was disclosed, directly or indirectly, by any source not subject to any confidentiality obligation with the disclosing Party, (ii) that becomes known (regardless of disclosure by the disclosing Party) by the receiving Party, whether directly or indirectly, as disclosed by any source not subject to any confidentiality obligation with the disclosing Party, (iii) that becomes publicly known, or that otherwise is no longer secret or classified, except if due to breach hereof by the receiving Party, or (iv) that is independently developed by the receiving Party. The receiving Party may disclose Confidential Information to meet the requirements from a governmental body or court order, provided that the receiving Party notifies the disclosing Party in writing and within reasonable time for the disclosing Party to challenge such disclosure. **PAGSEGURO** may disclose the terms hereof to its actual and prospect stakeholders or investors.

11.4. The INFORMATION shall be exclusively used by the Parties in order to perform the activities hereunder.

11.5. The **SUPPLIER** may not make other copies of the INFORMATION, except for the ones that are strictly required in order to perform the activities provided herein.

11.6. Immediately upon formal completion of the activities provided herein, the **SUPPLIER** must return to **PAGSEGURO** all Information the **SUPPLIER** has received from **PAGSEGURO**, or assure **PAGSEGURO** regarding the full destruction of it, within at least forty-eight (48) hours after the express request from **PAGSEGURO**.

11.7. The use, disclosure of or access to **PAGSEGURO** Confidential Information, as well as the Personal Information of **PAGSEGURO** Clients outside the limits established in the Agreement shall constitute contractual breach, and the **SUPPLIER** shall be subject to a non-compensatory contractual fine in an amount equivalent to [*****], and this Agreement may be immediately terminated, without prejudice to all applicable legal measures.

11.8. The confidentiality obligation of the **Parties** provided herein shall survive the termination of this Agreement and the end of the provision of Services subject matter hereof, for the period of three (3) years.

12. LABOR LIABILITY

12.1. The Parties agree that, as the **SUPPLIER** is exclusively responsible for the supply, it shall be fully held liable for all labor and social security charges, taxes, insurances, indemnification and all other expenditures resulted from the employment bond the **SUPPLIER** has with its employees and other contractors and subcontractors that are involved in the purpose of this Agreement, since they are exclusively payable by the **SUPPLIER**, and **the CLIENTS** shall not be held liable for such charges, not even subsidiarily or jointly.

12.2. It is hereby established that if **PAGSEGURO** or any of its clients become a defendant in any lawsuit or administrative proceeding, including, but not limited to, labor, social security and tax proceeding, for reasons attributable to the **SUPPLIER** either or not related to the subject matter and/or obligations herein, but as a result from this Agreement, the **SUPPLIER** shall:

i) Provide support and documents for the preparation of **PAGSEGURO**' defense, at least ten (10) days before the end of the established deadline;

ii) Enter the suit as co-defendant and have **PAGSEGURO** removed from the suit, using all defense arguments and applicable resources;

iii) If the **SUPPLIER** is not party to the proceeding, upon request from **PAGSEGURO**, appear at the hearings and any other events, without creating any obstacles, in order to request its inclusion as defendant in the lawsuit/administrative proceeding;

iv) If **PAGSEGURO** and/or its Clients are not removed from the claim, **PAGSEGURO** shall withhold an amount equivalent to thirty-five percent (35%) of the monthly payment for as long as they remain in the claim, in order to receive reimbursement for all expenses concerning attorneys' fees, expenses, losses and/or any judgment.

12.3. The **SUPPLIER** hereby authorizes **PAGSEGURO** to enter into, at any time, any settlements so that **PAGSEGURO** is removed from any labor or social security claim, provided that: (i) such settlements are limited to the individual amount of [*****] per settlement; and (ii) the third-party claim results from breach of contractual obligations by the **SUPPLIER** or in the event the **SUPPLIER** is tried in abstentia.

12.3.1 The amount referred in section 12.3. shall be adjusted on an annual basis, as from the execution date hereof according to the IGP-M variation.

12.3.2 Any amounts disbursed by **PAGSEGURO** according to the settlements referred to in this clause 12.3 are hereby acknowledged by the **SUPPLIER** as net, certain and payable for all legal purposes, and, therefore, subject to financial compensation as provided in the Agreement.

12.4. In the event judgment is entered against **PAGSEGURO** or settlement involving them, concerning the subject matter hereof, even if only partially or by lower court, and even if pending trial of appeal, the **SUPPLIER** undertakes, in the event it did not exercise the option provided in the previous item or exceeding the amount that was previously withheld, to reimburse **PAGSEGURO** for the total amount that was disbursed, within seventy-two (72) hours, as from the receipt of notification by mail indicating the amount due, including the principal and all ancillary installments or resulted from attorneys' fees, fines, court costs and expenses.

12.5. If the above-mentioned reimbursements are not paid, the **SUPPLIER** expressly authorizes **PAGSEGURO** to discount the amount of the judgment, in advance, from the payments due for the supply provided. The total amount required for the compliance with the settlement or the judgment, or also for the appeal bond may be deducted, regardless of new authorization from the **SUPPLIER** or any other formality, being sufficed notification to the **SUPPLIER**.

12.6. If the withheld amount does not reach the amount of the judgment, **PAGSEGURO** will have the option to seek court enforcement of the debit, pursuant to Articles 585, II et. seq. of the Brazilian Civil Procedural Code, and the proof of amounts due shall be made through payment receipts of the expenditures.

12.7. The **SUPPLIER** shall be held fully liable for the acts and omissions performed by its partners, managers, representatives, advisors, employees, contractors or subcontractors, and any other agents to which the **SUPPLIER** is associated and involved in the subject matter of this Agreement, causing losses to **PAGSEGURO** or third parties.

12.8. Without prejudice to applicable legal measures other than the ones provided herein, the **SUPPLIER** shall bear, on an exclusive basis, the consequences from:

(i) negligence, unskillfulness, recklessness, unlawful acts, theft, robbery, loss, damage to materials or equipment by the employees involved in the purpose of the Agreement; and

(ii) any type of accidents with the employees or third parties involved in the purpose of this Agreement.

12.9. The **SUPPLIER** shall also assume the sole liability for the payment of expenses arising from the above-mentioned events, including all direct and indirect damages to property, pain and suffering, and pecuniary losses.

12.10. The **SUPPLIER** shall be civilly and criminally liable before third parties for any damages and losses and loss of profits, caused by unskillfulness, negligence or recklessness of its employees and/or subcontractors.

13. BENEFITS TO PAGSEGURO'S EMPLOYEES

13. The **SUPPLIER** represents to be aware of **PAGSEGURO**'s internal policy establishing that:

(i) Displays of cordiality are allowed among **PAGSEGURO**'s employees and their clients, vendors and partners, such as exchange of low-cost promotional gifts for Christmas, for example;

(ii) If the clients, vendors and partners have the intent of offering material gifts to **PAGSEGURO**'s employees, whether in the form of services or goods (including trips and courses, even if they involve training concerning the purpose of the agreement), such intent must be previously notified to the Head of Human Resources, through the e-mail address fverdicchio@uolinc.com,, who shall decide on the suitability of the acceptance (or not) of the offer by the employee. Failure to comply with this clause may result in termination of this Agreement, by **PAGSEGURO**, without any penalties due.

14. REPRESENTATION

14.1. Each of the Parties hereby represents that:

a) signatories hereto have all powers required to execute this Agreement;

b) the execution of this Agreement, as well as performance of any acts required hereunder, do not violate any provisions from any corporate document, decree or other document related to the parties; and the execution of this Agreement, as well as performance of any acts required hereunder, were duly authorized under all corporate acts of the parties.

15. GENERAL PROVISIONS

15.1. Each of the Parties represents to have powers and authority to execute, deliver and perform this Agreement, and that such execution, delivery and performance shall not breach, conflict with or result in breach or termination of any provisions, neither will them constitute negligence of, any Articles of Association, bylaws, lease, Contract or any other agreement or instrument that they may be Party to, or which they may be bound by. No agent, employee or representative of the Parties has any authority to bind the other Party in any notice, representation, understanding, Agreement or guarantee, unless otherwise expressly set forth herein.

15.2. This Agreement and its Exhibits are the sole legal and regulatory instruments of the supply hired herein, superseding all and any previous document exchanged between the parties concerning such supply, and it may only be amended upon written instrument executed by the Parties.

15.3. The **SUPPLIER** may not assign or transfer the rights and obligations provided in this Agreement and/or the Exhibits without the prior and express consent from the other party.

15.4. If any provision herein is considered null, void, or unenforceable under applicable laws, such provision shall become ineffective only to the extent of the nullity, unlawfulness or unenforceability of such provision, and it shall not affect any other provisions included herein.

15.5. The parties hereby agree that no amendment to this Agreement and/or the Exhibits nor failure by either party to exercise the rights provided herein shall result in novation of any obligation or provision herein, except as otherwise agreed by the parties.

15.6. If any rework is required, the **SUPPLIER** shall bear the expenses incurred with the resources and materials used, and, if the **SUPPLIER** does not perform it, **PAGSEGURO** shall hire a third party to do such rework, at the **SUPPLIER**'s expenses.

15.7. The Parties undertake to amicably solve the controversy raised within thirty (30) days from the date of the initial communication. If the controversy is not remedied, the Parties shall apply their best efforts to negotiate a new deadline for an amicable solution.

15.7.1 Except in cases where there is a specific provision or procedure, any questions concerning the delivery of the services hired by one of the Parties must be notified in writing to the other Party, and the receiving Party must reply within five (5) days from its receipt.

15.7.2 If the Parties do not reach an amicable solution, the following is agreed:

PAGSEGURO shall be responsible for appointing the solution of the case.

15.8. The Parties hereby agree to include in this Agreement data protection provisions to which the Parties are bound, pursuant to Data Protection Procedures available at: https://imguol.com/p/pp/colab/LGPD/contratos/Anexo-CONTROLADOR.pdf, which is an integral and inseparable part hereof and may be reviewed in order to be in compliance with legislation in force at all times. The Data Protection Procedure does not limit the rights of the CONTROLLER to establish additional guidelines and procedures aligned with applicable laws and the Agreement. The Parties hereby agree that, for purposes of Data Protection Procedures, **PAGSEGURO** is the CONTROLLER and the **SUPPLIER** is the PROCESSOR.

15.9. The Parties undertake, on their own account and on account of their officers, board members, employees and/or representatives, to comply with the Brazilian law and strictly not to perform any act, directly or indirectly, that may be construed as corruption or harmful to the Brazilian or a foreign government, pursuant to article 5 of Brazilian Federal Law No. 12.846/2013, such as offering and/or making undue payments, rewards, gifts or any direct or indirect advantage to public servants, State employees under any sphere, political parties and their employees, as well as foreign government's agents or employees. The violation of any Anti-corruption Law by the **SUPPLIER** shall be considered a critical breach and entitles **PAGSEGURO** to immediately terminate this Agreement. Without prejudice to the immediate termination, any breach of Anticorruption Laws that **PAGSEGURO** becomes aware about shall entitle **PAGSEGURO** to interrupt and withhold all and any payments related hereto as compensation for suffered losses.

15.9.1. **PAGSEGURO** shall not be liable for any actions and/or omissions of any type, losses and damages, loss of profits resulted from or related to the violation of any anticorruption laws by the **SUPPLIER**, including its officers, directors, employees and/or representatives. The **SUPPLIER** shall indemnify and hold **PAGSEGURO** and/or its officers, directors, employees and/or representatives harmless from any loss, claim, fine, costs or any expense incurred by **PAGSEGURO** arising from any breach provided in this Section. Without prejudice to the applicable legal measures, the **SUPPLIER** acknowledges and agrees that **PAGSEGURO** shall provide all relevant data and information when requested by the competent authorities, in the event any procedure is filed with the purpose of assessing violations of anticorruption laws applicable to this Agreement.

15.10. The **SUPPLIER** represents, on its behalf and on behalf of its Representatives, as defined below, that it acts in compliance with all laws, regulations, guidelines, policies and any other provisions related to fighting and preventing corruption and money laundering, including, but not limited to: (i) the applicable Brazilian law, (ii) Foreign Corrupt Practices Act (FCPA), and (iii) international conventions and pacts to which Brazil is a party.

15.10.1 Representatives. For purposes of this Section, "Representatives" means all persons that comprise the economic groups of the Parties, shareholders, managers, officers, board members, partners, attorneys-in-fact, advisors, consultants, employees, agents, subcontractors or any other third parties directly or indirectly related to the **SUPPLIER**, as well as any person, whether individual or legal entity, including the ones exercising direct or indirect control over such legal entity, as well as its parent companies, subsidiaries, affiliates and companies under common control, pursuant to Law No. 6,404/1976.

15.10.2 The **SUPPLIER** represents that it has not performed nor will perform any acts or practices that directly or indirectly involve the offer, promise, bribery, extortion, authorization, solicitation, acceptance, payment, delivery or any other act related to undue pecuniary advantage or any other unlawful advantage violating the laws provided above or any other applicable law.

15.10.3 The **SUPPLIER** undertakes to inform and offer training sessions to all of its Representatives on the provisions set forth herein and regarding the practices to fight and prevent corruption and money laundering, in addition to implementing, if not yet implemented, policies, conducts and rules complying with the practices established herein.

15.10.4 The **SUPPLIER** undertakes to notify **PAGSEGURO** if any of its Representatives has been or is a Governmental Authority, as defined below, as well as all family members or persons with a close relationship of its Representatives with a Governmental Authority.

15.10.5 Public Authority. For the purposes hereof, "Public Authority" means, without limitation, any person, agent, employee or contractor exercising activities in departments, institutions, associations, entities or bodies of the direct or indirect public administration, as well as any employee, family member, relative or personal close relationships.

15.10.6 The failure to comply with the provisions set forth herein by the **SUPPLIER** or its Representatives shall constitute a critical violation and may result in contractual termination by **PAGSEGURO**, who may, at its sole discretion, automatically interrupt the performance of the obligations arising from this Agreement. The violation of this section by the SUPPLIER or its Representatives shall also result in the obligation to compensate **PAGSEGURO** for any losses and damages caused.

15.10.7 The **SUPPLIER** agrees that **PAGSEGURO** may, at its sole discretion, audit the **SUPPLIER** regarding any information and/or documentation with the purpose of verifying compliance with the provisions set forth herein. The Audit herein mentioned may be carried out by **PAGSEGURO** or by a third party indicated and paid by **PAGSEGURO**, and the **SUPPLIER** must, at all times, ensure wide and unrestricted access to all related documents.

15.10.8 The **SUPPLIER** undertakes to immediately notify **PAGSEGURO** in the event of any breach, suspicion of breach or any inconsistent situation that may arise against **PAGSEGURO**'s internal conducts and policies, as well as the Brazilian anti-corruption and anti-money laundering law, and international agreements and conventions governing such matter.

15.11. It is hereby agreed between the Parties that **PAGSEGURO** may amend or terminate the Agreement, without any lien, fine or penalty, upon simple notice to the **SUPPLIER**, with the purpose of adjusting this instrument to industry rules, mainly, but not limited to, the rules established by the Brazilian Central Bank - BACEN.

15.12. The **SUPPLIER** represents that, when of the performance of the provisions herein, it shall comply with its own security and privacy rules and the security and privacy rules established by **PAGSEGURO**, which can be found at the following web address: http://www.grupouol.com.br/politica-privacidade.

15.13. This instrument is executed on the date hereof, however, its effects shall relate back to the date of April 6, 2022, when the Parties had oral understandings concerning its purpose.

16. VENUE AND LAW

16.1. This Agreement shall be governed by and construed pursuant to the Brazilian Laws. The parties hereby elect the courts of the judicial district of São Paulo, State of São Paulo, to settle any disputes arising out hereof.

IN WITNESS WHEREOF, the Parties execute this Agreement in two (2) counterparts, same in form and content, for all legal purposes.

São Paulo, December 6, 2022.

_____
PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

_____
CAL-COMP INDUSTRIA E COMERCIO DE ELETRONICOS E INFORMATICA LTDA.

_____
NEWLAND PAYMENT TECNOLOGIA DO BRASIL LTDA.

Witnesses:

1. _____
Name:
CPF:

2. _____
Name:
CPF:

EXHIBIT II - ORDER [for reference]

EQUIPMENT Purchase Order, pursuant to the conditions included in the Equipment Supply Agreement and Other Covenants, executed on [month] [day], [year], between ***CAL-COMP INDUSTRIA E COMERCIO DE ELETRONICOS E INFORMATICA LTDA*** *and* ***PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.***

1 EQUIPMENT ORDER

1. In observance of the conditions included in the Agreement, **PAGSEGURO** wishes to purchase new EQUIPMENT and, for that reason, with the consent from the **SUPPLIER**, the Parties decided to enter into this Order, which now becomes and integral part of the Agreement and subject to it.

2. EQUIPMENT

Item	EQUIPMENT Description/Model	QUANTITY	Unit Price	Total Price
1				
2				
3				
Total Amount of the Order				

2.1. The Parties hereby agree that the EQUIPMENT shall be delivered with the customization defined by **PAGSEGURO**, subsequently agreed between the Parties.

2.2. The Parties agree that, upon submission of the Purchase Order of an EQUIPMENT batch by **PAGSEGURO** to the **SUPPLIER**, **PAGSEGURO** may change the EQUIPMENT models, provided that (i) **PAGSEGURO** submits to the **SUPPLIER** a notice at least ninety (90) days before the agreed date of delivery of the EQUIPMENT batch to **PAGSEGURO**; and (ii) the total purchase price of the original EQUIPMENT model is kept the same (the quantity of EQUIPMENT of the new model to be delivered to **PAGSEGURO** shall be a result from the division of the total purchase price of the original model divided by the price of the new model of EQUIPMENT).

3. TERM AND DELIVERY LOCATION

3.1. The EQUIPMENT described above shall be delivered to **PAGSEGURO** by the **SUPPLIER**, throughout the completion of its manufacturing and according to **PAGSEGURO**'s schedule, which shall occur until [month] [day], [year], and the manufacturing shall start on [month] [day], [year], unless a new term is agreed by the Parties, at the address of the Logistics Operator used by **PAGSEGURO**, pursuant to the information below:

EQUIPMENT Description/Model	QUANTITY	Purchase Order	Delivery Address *(Logistics Operator used by **PAGSEGURO**)*

3.1.1 As requested by **PAGSEGURO**, the delivery of the EQUIPMENT batch(es), whether in full or partially, may be changed and/or extended, pursuant to new directions by **PAGSEGURO**.

3.1.2 The Parties hereby agree that the delivery date of the EQUIPMENT may be changed due to proven external factors, outside the scope of responsibility of the **SUPPLIER**.

3.2. The EQUIPMENT will be delivered to **PAGSEGURO** by the **SUPPLIER** in customized packages, which shall be previously approved by **PAGSEGURO**.

3.3. Costs with package purchase and customization, as well as costs arising from the assembly of the signal set, delivered by **PAGSEGURO**, are included in the total price of this Exhibit.

3.4. The **SUPPLIER** will be responsible for the transportation of the EQUIPMENT, which shall be delivered in perfect conditions to **PAGSEGURO**, including the due insertions of security keys.

4. PAYMENT

4.1. The amount due by **PAGSEGURO** arising from this order shall be paid according to the rules and conditions included in the Supply Agreement executed between the Parties on [month] [day], [year], subject to the provisions below.

5. AMENDMENTS

5.1. The Parties agree that all changes to the Agreement made on this Exhibit shall only be valid for this instrument, and it shall prevail in case of discrepancy with the Supply Agreement.

6. DATE

6.1. This Exhibit is executed on the date hereof, however, its effects shall relate back to the date of February 22, 2022, when the Parties had oral understandings concerning its purpose and it shall become effective as of its execution date.

São Paulo, [month] [day], [year]

_____ _____

CAL-COMP INDUSTRIA E COMERCIO DE ELETRONICOS E INFORMATICA LTDA.

By: By:

_____ _____

PAGSEGURO INTERNET INSTITUIÇÃO DE PAGAMENTO S.A.

By: By:

Witnesses:

1. _____
Name:
CPF/MF:
ID:

2. _____
Name:
CPF/MF:
ID:

Subsidiaries of PagSeguro Digital Ltd.

1. BS Holding Financeira Ltda. (Brazil)
2. PagSeg Participações Ltda. (Brazil)
3. PagSeguro Holding Ltd. (Cayman)
4. PagSeguro Internet Instituição de Pagamento S.A. (Brazil)
5. BancoSeguro S.A. (Subsidiary of BS Holding Ltda.) (Brazil)
6. Paginvest Corretora de Titulos e Valores Mobiliários Ltda. (Subsidiary of BS Holding Ltda.) (Brazil)
7. Wirecard Brazil Instituição de Pagamento S.A (Subsidiary of PagSeguro Internet Instituição de Pagamento S.A.) (Brazil)
8. Concil Inteligência em Conciliação S.A. (Subsidiary of PagSeguro Internet Instituição de Pagamento S.A.) (Brazil)
9. PagSeguro Biva Securitizadora de Créditos Financeiros S.A. (Subsidiary of PagSeguro Internet Instituição de Pagamento S.A.) (Brazil)
10. Netpos Serviços de Informática S.A. (Subsidiary of PagSeguro Internet Instituição de Pagamento S.A.) (Brazil)
11. BCPS Online Services, Lda. (Subsidiary of PagSeg Participações Ltda.) (Portugal)
12. Pag Participações Ltda. (Subsidiary of PagSeg Participações Ltda.) (Brazil)
13. CDS Serviços Financeiros Ltda. (Subsidiary of PagSeg Participações Ltda.) (Brazil)
14. Net+Phone Telecomunicações Ltda. (Subsidiary of PagSeg Participações Ltda.) (Brazil)
15. PagSeguro Tecnologia Ltda. (Subsidiary of PagSeg Participações Ltda.) (Brazil)
16. PagSeguro Biva Serviços Financeiros Ltda. (Subsidiary of PagSeg Participações Ltda.) (Brazil)
17. Zygo Serviços de Tecnologia S.A. . (Subsidiary of Pag Participações Ltda.) (Brazil)
18. Tilix Digital Ltda. (Subsidiary of Pag Participações Ltda.) (Brazil)
19. Yamí Software & Inovação Ltda. (Subsidiary of Pag Participações Ltda.) (Brazil)
20. PagSeguro Chile SpA. (Subsidiary of PagSeguro Holding Ltd.) (Chile)
21. PagSeguro Colombia S.A.S. (Subsidiary of PagSeguro Holding Ltd.) (Colombia)
22. PSGP Mexico S.A. de C.V. (Subsidiary of PagSeguro Holding Ltd.) (Mexico)
23. PagSeguro Peru S.A.C. (Subsidiary of PagSeguro Holding Ltd.) (Peru)

CODE OF ETHICS AND CONDUCT OF GRUPO UOL

Grupo UOL is the largest Brazilian group of content, technology, digital payment, and digital banking services. It is comprised of four (4) large business units:

- UOL Conteúdo e Serviços (Content and Services) ("UOL CS"): incorporated in 1996, UOL CS's website is the leading website on the Brazilian Internet, and it offers over 1,000 channels of journalism, information, entertainment and services. With coverage of ninety-two percent (92%) of the Brazilian Internet, the UOL receives over one hundred and ten million (110,000,000) unique visitors per month. UOL CS also offers solutions for electronic media, security products and convenience, Wi-Fi connection, and entertainment.

- PagBank: promotes innovative solutions in financial services and payment methods, automating the process of purchase, sale, and transfers to boost businesses for individuals and companies in a simple and secure manner. It acts as an issuer and acquirer, offers digital accounts, and provides comprehensive solutions for online and in-person payments (mobile and POS).

- Compass UOL: Offers all-in-one solutions for large companies in IT outsourcing.

- UOL EdTech: Brazil's largest education technology company aims to transform people's lives through more accessible, quality education suitable for the digital world. It develops learning platforms and educational content for companies, academic institutions, and individuals.

The **Code of Ethics and Policies of Grupo UOL** sets forth how the professional activities shall be performed, and it must be acknowledged and complied with by all employees in their roles. The following items comprised it:

1. Mission, View, and Values
2. Personal behavior
3. Company's property protection
4. Behavior in business
5. Behavior on social media.
6. Code of ethics for journalists
7. Behavior in agreements related to investment activities
8. Situations where questions may arise
9. Liability for the compliance with the Code of Ethics and Policies of Grupo UOL
10. Questions and whistleblowing

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1. Mission, View, and Values.

1.1. GRUPO UOL

Mission: To offer Internet users and clients the best electronic products and services, making people's and company's daily routines easier.

View: To consolidate as Brazil's largest Internet and electronic services company in Brazil, through a modern and profitable group of companies and business units.

Values:

- **EDITORIAL INDEPENDENCE:** The journalistic content of UOL is produced based on principles of editorial independence, transparency, and pluralism;
- **FINANCIAL INDEPENDENCE:** UOL Group understands that editorial independence and value generation for shareholders depends on the financial health of the business corporation;
- **ETHICS:** our internal and external relationships are governed by integrity and honesty;
- **COMMITMENT TO THE CUSTOMER:** we respect privacy and seek the protection and security of our users and customers data;
- **AGILITY AND TECHNOLOGICAL INNOVATION:** we improve the user experience and anticipate their needs;
- **COOPERATION AND DIVERSITY:** we work as a team, sharing knowledge, valuing diversity, and driving the continuous development of people, areas, and companies in the UOL Group;
- **EXCELLENCE** in service provision;
- **SIMPLICITY, RELEVANCY, AND FACILITY** of use of products and services;
- **RESULTS ORIENTATION:** We continuously monitor our performance and focus on sustainable business growth.

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1.2. In addition to the general Mission, View, and Values of Grupo UOL, the companies and business units comprising the Group must also follow specific instructions:

1.2.1 PagBank (banking services and payment methods):

Mission: Facilitating the financial lives of individuals and businesses.

Values:

- **ALL FOR THE CUSTOMER:** we make our customers' lives easier. We create innovative solutions for them and by them. Bureaucracy? Not us! Our motivation is to find simple, creative, and efficient ways to meet their needs, exceed their expectations, and enhance their financial experiences;
- **COOPERATION:** We welcome everyone who comes, shares knowledge, values diverse opinions, and works tirelessly to generate value for our customers and investors. In our bank, collaboration serves as the foundation to drive innovation and achieve exceptional results;
- **PROTAGONISM:** We embrace responsibility, focus on delivery, and act with a sense of urgency. We are relentless and resilient, leading every step of the way. We face challenges; we're not afraid to dare, make mistakes and challenge ourselves. The innovation and pioneering are in our DNA, and dare to do things differently and go beyond the conventional;
- **SIMPLICITY:** We understand simplicity is key to providing a positive, uncomplicated, quick experience. Therefore, we always seek approaches and practices that make our processes, communications, products, and solutions more accessible, intuitive, practical, and functional. We work to eliminate unnecessary complexities, reduce bureaucracy, and make our operations increasingly efficient, ensuring sustainable results;
- **RELIABILITY:** We cherish the credibility we have built over the years and the trust that customers, partners, and investors place in our business daily. We are reliable because we fulfill our commitments, operate with transparency and integrity in everything we do, and develop intelligent solutions without compromising security.

1.2.2 UOL Conteúdo e Serviços (UOL CS):

Mission: To connect each Brazilian to their universe, informing, entertaining, and making each one's life easier.

Values:

- **ETHICS:** what is right is right, regardless the consequences;
- **CREDIBILITY:** It is the basis of our company; without it, we would not be what we are. It takes years to build it but a second to lose it. Lie and omission are the same thing;

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- **DIVERSITY AND FREEDOM OF EXPRESSION:** We respect and consider everyone's ideas and collaboration, regardless of age, orientation, education, experience, or position. We promote healthy and respectful discussion between different points of view. Everyone can put their point of view without retaliation;
- **RESPECT AND TRANSPARENCY WITH OUR CUSTOMERS:** We focus on understanding, meeting, and exceeding our customers' expectations in all business decisions. We must be honest, transparent, respectful, listen to them and offer excellent service;
- **COOPERATION AND TEAMWORK:** We are a team. We encourage the exchange of information and collaboration between areas. There are no "silos";
- **CONSTANT SEARCH FOR QUALITY:** We seek quality in any activity we do. We plan and execute with excellence;
- **INNOVATION:** There is no "because it was always done this way". We encourage experience, and consequently, we understand that we will fail along the way, but we will fix it fast;
- **OBSESSIVE FOCUS ON RESULTS AND OWNER MENTALITY:** We plan and execute our activities as if we were the company's owners. We use resources wisely. We always seek to maximize company's results and return for shareholders. Employees' achievements come from companies that generate results.

1.2.3 Compass UOL:

Mission: Create digital experiences that enable companies to grow and improve people's lives.

Values:

- **SENSE OF URGENCY:** meeting deadlines, executing quickly, and taking advantage of opportunities.
- **UNCOMPLICATED IS BETTER**: to get straight to the point, bets on creativity, and solves challenges in a structured and lasting way;
- **FOCUS ON RESULTS:** in addition to fulfilling the assigned tasks, it fulfills the established deadlines, cost and quality goals;
- **AUTONOMY AND DELEGATION OF RESPONSIBILITY:** communicates assertively, collects status, monitors the progress of projects, and seeks all clarifications so that all objectives are achieved;
- **PERSISTENCE IS THE KEY:** pursue achievable goals, look for the best way to achieve them, and set firm purposes;
- **SHARED KNOWLEDGE:** implements multiplier actions and has a collaborative posture;

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- **COMMUNICATION AND FORMALIZATION:** seek agile means, ensuring good communication in an aligned manner, without forgetting to formalize important decisions;

- **IT'S THE PEOPLE MAKING DIFFERENCE:** We need excellent people to deliver excellent results. For this, we dedicate ourselves to everything involving our team with dedication. We demand results, we recognize those who achieve them, and we make this a cycle of continuous evolution.

1.2.4 UOL EdTech:

Mission: To transform lives through education using technology.

Values:

- **PASSION FOR WHAT WE DO:** We are passionate about education and technology, and more than that, we are passionate about how technology can enhance, expand, and make more inclusive the transformative power that education has in people's lives;

- **FOCUS ON RESULTS:** We are bold in our purpose and the impact we aim to make in the market and society, requiring total focus to overcome short and long-term challenges and achieve the ambition of our mission;

- **INTENSITY:** It's what sets us apart. We work with excellence and speed, striving always to do our best. We are intense because we know we have much to do and with excellence if we want to generate the impact we aspire to;

- **COLLABORATION:** We operate in a complex environment that demands the unity of multiple competencies and experiences. We have different businesses, but we are one company, where the collective is stronger than the individual;

- **ADAPTABILITY:** We have plans laid out and are on a long-term journey, but we are a team attentive and open to change and adapt to reach our goals;

- **CONTINUOUS SELF-DEVELOPMENT:** We know that education transforms lives. Therefore, we continually seek individual and collective improvement to enable us to achieve our goals and live our purpose.;

- **INTEGRITY: WE ALIGN WORDS WITH ACTIONS:** We act by our values and speeches. We do not make concessions and act with self-responsibility and ethics.

2. Personal behavior

The image of Grupo UOL as for its ethical behavior must be preserved by its employees under any circumstances. In order to achieve that, all employees must act according to the highest ethical standards, continually practicing responsible judgment in negotiations and resolutions. All employees must treat clients, suppliers, competitors, and the company's employees in a balanced and ethical way.

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2.1. Work Environment

- Grupo UOL offers a sound and safe environment that promotes professional development and production. The practices of sexual or moral harassment, discrimination, or prejudice of any type, such as based on race, skin color, religion, gender, etc., are forbidden;
- Employees shall promote an environment based on cooperation and respect towards coworkers, as well as the clients, vendors, partners, etc.;
- Employees shall not, under any circumstance, use their position, title, or information from companies of Grupo UOL in a way to pressure or influence decisions to the benefit of their private interests or to the benefit of suppliers, clients, partners, etc.;
- Employees shall not use data, information, or intellectual property of the company or partners, except upon consent and within the strict performance of their duties, always in compliance with the copyrights of ideas, projects, etc.;
- Managers shall watch over relationships in the work environment, making sure they are always based on professionalism and respect towards other employees. They shall also make all internal promotion and management criteria clear, based on individual/joint performance and meritocracy;
- Managers shall promote the company's views and values in a way that transmits them clearly manner to the team and aligns the performance of the team with corporate goals.

3. Company's property protection.

3.1. All employees are responsible for the physical integrity of the properties and assets of Grupo UOL's companies, as well as to ensure its proper and effective use at all times with professional purposes and pursuant to the law. Such assets include, among others, real estate and securities, machinery and equipment, systems, financial resources, supplies, information, data bank, copyrights, patents, etc.

3.2. Information Security: all employees must keep confidential all information provided by Grupo UOL, except when the disclosure is expressly authorized.

3.3. Participation in external events (in Brazil or abroad): all employees must be aware of the Policy of participation of employees in external events (in Brazil or abroad), which establishes clear rules for the participation of employees in training, lectures, conferences, courses, interviews, etc., such as lecturer or audience, in Brazil or abroad.

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4. Behavior In Business

All employees must be ethical and follow the legal requirements in all of their negotiations on behalf of the companies of Grupo UOL. Regardless of the organization type that the employee is dealing with, such an employee must watch for actual compliance with the agreements and arrangements entered into, establishing clear and objective rules, in addition to complying with the following general standards:

7.1. **Vendors, partners, clients, etc.:** the Company considers the concerns with ethical criteria crucial when negotiating and closing deals with vendors, partners, clients, etc. Such concern is even more material when we deal with professionals who directly deal with the agreements with vendors and clients. In Grupo UOL's opinion, an employee who accepts benefits from vendors is morally hindered from negotiating for Grupo UOL's best interest.

7.2. **Compliance with laws:** Grupo UOL complies with all laws and regulations applicable to its business. Whenever, at the exercise of their work/duty, the employee has a question about the applicability of any specific laws or regulations, they must seek help from Grupo UOL's legal department. Grupo UOL does not tolerate any type of behavior that may constitute corruption, embezzlement, or exchange of favors.

5. Behavior on social media

Due to employment bonds, all content produced by employees for social media - even if published on a personal basis - may result in associations with the image of Grupo UOL, hindering it. Thus, social media shall be used in a discerning form. The proper use of such electronic means and social media by the employees is deemed healthy by Grupo UOL, provided that the personal and professional uses are separated.

During work hours, all access to such websites must have a purpose related to the professional activity in a way that does not hinder the work routine.

6. Code of Ethics for Journalists

- Journalists shall have their behavior guided by the concern to follow the highest ethical principles of such occupation, which include never using their condition as a journalist in order to obtain personal benefits and not to write about matters of direct personal interest;

- In order to avoid an actual or apparent conflict of interest, UOL CS' journalists must not own investments in shares of companies about which they write on a regular basis. The recommendation is applicable to all employees, not only to those who cover the financial market. For, journalists covering health news shall not have investments in healthcare insurance companies, others who cover real estate news shall not have investments in construction companies, etc.;

- The journalist must claim impediment and refuse task assignments on companies and other organizations with whom they have any kind of relationship;

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- Any invitation received as a journalist of UOL CS shall be subject to inquiry by its immediate superior before acceptance. UOL CS is not obliged to publish texts on matters to the benefit of the person who made the invitation; only journalist criteria shall decide what will be used;

- All invitations to trips, cooperation with other communication means, and attendance in conferences, workshops, courses, scholarships, and internships must be submitted to the Chief Content Officer for approval. All attendance to events in which there appears to be, or there is a conflict of interest is prohibited;

- In many cases, the presence of a journalist may change the course of operation of a certain service or event. When testing the services of a restaurant, for instance, it is convenient for the reporter to remain anonymous, and it is mandatory that they pay their bill. Otherwise, their assessment may be compromised by a special service to which the reader would not have access;

- In the event of trips, when the invitation is accepted and it results in the published text, UOL's website clearly discloses that the journalist had their expenses paid by the sponsor;

- The journalist must not take part in advertising. However, the possibility of acting in public interest campaign ads is allowed upon prior authorization from the Chief Content Officer;

- The journalist must not accept gifts of a higher value than the one considered by Grupo UOL as material (check with Grupo UOL's HR department on the limit permitted), including material items or any special discounts in commercial establishments or industry. All gifts considered of material value sent to UOL CS or to the journalist's house must be submitted to Grupo UOL's HR for return with a standard appreciation letter and explanation. All products to be used for disclosure and critical assessment, such as copies of disks, DVDs, books, and software, are excluded from such provision;

- The UOL CS journalist must not ask for tickets for cultural events, such as concerts and theater plays. Whenever deemed necessary (at the discretion of the Chief Content Officer), UOL CS will pay for the tickets of the employees who are going to cover those events. If such concerts have exclusive areas for journalists, UOL CS may request accreditation;

- During work meetings with sources at restaurants or coffee places, UOL CS journalist must pay their share of the bill. UOL CS will reimburse the employee upon its superior approval. (source: Manual of Journalistic Writing of Folha de S. Paulo).

7. Behavior in Agreements Related to Investment Activities

7.1 Employees of PagBank (PagSeguro and BancoSeguro companies) performing tasks related to the distribution of investment products shall comply with the following guidelines:

7.1.1. To avoid practices that may hinder the distribution of investment products, specially concerning rights and obligations related to the specific assignments of each participating institution established in agreements, regulations, in this code and in regulation in force.

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7.1.2. To work in an unbiased form, know the code of ethics of the participating institution and the laws applicable to their activity.

7.1.3. To disclose clear and accurate information to investors about risks and consequences that may arise from the investment products.

7.2 PagBank (PagSeguro and BancoSeguro companies) works to identify, manage, and mitigate any conflicts of interest that may affect the impartiality of the employees who work on tasks connected to the distribution of investment products.

8. Situations Where Questions May Arise

Grupo UOL trusts its discerning sense and the judgment capacity of its employees in order to prevent situations where conflicts of interest may arise (personal x corporate interests).

Here are some recommendations in order to prevent situations of conflict of interest from occurring:

- Employee of Grupo UOL shall not use their position/title to gain privileges;
- Employee of Grupo UOL shall not work for a competitor, whether as an employee, third party, consultant, board member, or otherwise unless expressly authorized by the Vice-Presidency of Corporate Areas of the UOL Group;
- Employee of Grupo UOL, except if previously approved by Grupo UOL's Vice-Presidency of Corporate Areas, shall not work as a vendor to Grupo UOL, represent a vendor of Grupo UOL, work for a vendor of Grupo UOL or be a member of the executive board while working for Grupo UOL. In addition, the employee may not accept cash or benefits of any kind in exchange for services or advisory services in connection to the business of Grupo UOL.

9. Responsibilities for the Compliance with the Code of Ethics and Policies of Grupo UOL.

- **MANAGERS:** all managers are responsible for knowing and transmitting the Code of Ethics and Policies of Grupo UOL to their teams, in addition to leading by example as role models;
- **EMPLOYEES:** all employees are responsible for knowing the Code of Ethics and Policies of Grupo UOL and acting pursuant to the guidelines herein established;
- **BREACH:** in the event of breaches to this Code of Ethics and Policies, Grupo UOL's HR department is responsible for conducting an investigation on the matter and listening to all involved parties, for subsequent escalation of the matter to the Vice-Presidency of Corporate Areas of the UOL Group.

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10. Questions and Whistle Blowing

If the employee of Grupo UOL has any questions on how to construe or apply the Code of Ethics and Policies, or if they have found procedures and behaviors contrary to this Code of Ethics and Policies of Grupo UOL, they shall send an e-mail to canaldedenuncias@uolinc.com.

The Code of Ethics and Policies of Grupo UOL is under the responsibility of the Human Resources Department of Grupo UOL. If any questions may arise, send them to canaldedenuncias@uolinc.com.

CONTROL OF CHANGES

Revision	Changes	Date
01	Revision 2021 | Human Resources	**July/21**
02	Revision 2022 | Human Resources	**April/22**
03	Revision 2022 | Human Resources	**June/22**
04	Revision 2023 | Human Resources	**June/23**
05	Mission and values of PagBank – Human Resources	**October/23**

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Mobbing and sexual harassment

Grupo UOL is known for its inclusive, meritocratic and discrimination-free environment. Our DNA is comprised by journalistic activities and technology, where young teams continuously help creating an easy-going and colorful universe, guided by tolerance and imperative respect towards differences.

Our culture has become a great differential. Many employees who come from traditional companies report to have noticed a difference between internal cultures, and point out the benefits of our environment.

Grupo UOL's Code of Ethics and Conduct endorses such behavior:

"- The Company offers a sound and safe environment that promotes professional development and production. Mobbing, sexual harassment, any kind of discrimination or prejudice, such as based on race, skin color, religion, gender and sexual orientation is not permitted.

- Employees shall promote interaction based on cooperation and respect towards coworkers, as well as clients, vendors, partners, etc.

- Managers shall look after for relations in the work environment to be based on professionalism and respect towards other employees. They shall also make it clear that all criteria related to internal promotion and management is based on individual/group development and meritocracy.

- Managers shall promote the Company's values and vision in order to clearly disseminate them to the team and to align the team's development with corporate goals."

When we talk about human relations, good judgment and respect towards others are crucial to all levels and occasions. Within the work environment, there are interactions between employees who have different opinions and character traits. What was not construed as an offense in the past, now it may be.

Regardless, it is important to clarify some concepts and procedures on mobbing and sexual harassment, in order to improve or practices and offer support for specific cases.

1. What is harassment?

Harassment means to persecute someone or a group of people with the purpose of dominance and intimidation.

It is always inconvenient, and it hassles and/or embarrasses the person involved and it affects their dignity, creating a hostile and degrading environment with the purpose of humiliating and disrupting the person.

Harassment may be carried out through words, gestures, acts and even through virtual means (WhatsApp, e-mails, social media posts, etc.)

While there are different types of harassment, the ones that are mostly known and experienced in the workplace are mobbing and sexual harassment.

2. What is mobbing?

Mobbing is the deliberate repetition of acts, words (weather they are said out loud or by writing) and/or other behaviors exposing another person to humiliating and embarrassing situations, making the work environment a stressful place.

Most of the times, mobbing comes from a person who is in a higher hierarchical level than the other employees in the team.

When the mobbing is carried out by a person in an upper hierarchical level, the situation is more severe, as it diminishes, scares and despises the employee. However, it also may occur between persons who occupy similar positions.

Here is an example: mobbing may occur when two people, either a subordinate or a manager, disagree on the work results of the other coworker in a disrespectful, unproductive and negative way. Hostility, use of generic criticism or derogatory personal comments to the employee are unacceptable behaviors. Constructive feedback is always objective and clearly points out the specific issues, suggesting better choices than the one which was previously presented and reasons for that.

NOTE: the practice of administrative management in the Company's interest without discriminatory purpose does not constitute mobbing (e.g., allocation of tasks to employees, transfer of employee to another work position, change in working hours, etc.)

3. What is sexual harassment?

As of 2001, sexual harassment has become a crime in Brazil. It is provided by the Brazilian Criminal Code, article 216-A: *"Embarrass someone with the intention of obtaining sexual advantage or favor, whichever is the agent of its superior condition or ascendancy inherent in the exercise of employment, position or function."*

Therefore, it is an unwanted sexual conduct, which creates a hostile and degrading environment. It also comprises a series of implicit and explicit behaviors, such as unwanted sexual advances and even requests for sexual favors, in addition to comments on body traits, whistles, touching and even obscene gestures.

The person who suffered the harassment must make their disagreement clear to the perpetrator for the behavior to be characterized as sexual harassment.

4. Report to HR:

The Company encourages to promptly report the cases to HR, so that the department can take actions before the relation becomes irreparable. Fast intervention is strongly recommended.

The employee shall contact HR through: canaldedenuncias@uolinc.com, reporting the situation or requesting a face-to-face hearing. The person who suffered the harassment is the only one who shall submit their case. No third-party whistleblowing will be accepted, although they may encourage the person under harassment to ask for help.

Communication shall only be received by Grupo UOL's Head of HR (Fabiana Verdichio) and kept confidential. If necessary, Grupo UOL's Head of HR may submit the matter to the Head of HR/Legal.

5. How are the investigation procedures?

All claims will be immediately investigated by the Head of HR, who may allocate a qualified employee to help the investigation, if needed.

The claim shall be submitted through e-mail canaldedenuncias@uolinc.com, and will be handled by the Head of HR/Legal, with legal advisory, if needed.

All investigation procedures will be explained and a written agreement of the claimant will be requested. Once the procedure is completed, the investigation procedure immediately begins.

The employee who is involved in the claim will also be heard by the Head of HR, in order to present their version of the facts.

All employees who report harassment or mobbing claim will be ensured:

- with full protection against any type of retaliation;
- that the Company will perform an unbiased investigation and will take the proper measures;
- with confidentiality regarding allegations, as required; and
- that the Company will inform the claimant about all results and measures taken regarding the case.

If the misconduct is proven, the Company will take proper disciplinary measures and it may even proceed to terminate the employment contract.

If you have any questions, send an e-mail to canaldedenuncias@uolinc.com.

Exhibit 12.1

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED

I, Ricardo Dutra da Silva, certify that:

1. I have reviewed this annual report on Form 20-F of PagSeguro Digital Ltd. (the "Company");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4. The Company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 26, 2024

By: /s/ Ricardo Dutra da Silva
Name: Ricardo Dutra da Silva
Title: Principal Executive Officer

Exhibit 12.2

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED

I, Artur Schunck, certify that:

1. I have reviewed this annual report on Form 20-F of PagSeguro Digital Ltd. (the "Company");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4. The Company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 26, 2024

By: /s/ Artur Schunck

Name: Artur Schunck
Title: Chief Financial Officer, Chief Accounting Officer and Investor Relations Officer

Exhibit 13.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 UNDER THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), the undersigned officer of PagSeguro Digital Ltd. (the "Company") does hereby certify, to such officer's knowledge, that:

(i) The Annual Report on Form 20-F for the year ended December 31, 2023 of the Company ("Form 20-F"), as filed with the U.S. Securities and Exchange Commission on the date hereof, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Form 20-F fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 26, 2024

By: /s/ Ricardo Dutra da Silva
Name: Ricardo Dutra da Silva
Title: Principal Executive Officer

Exhibit 13.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 UNDER THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), the undersigned officer of PagSeguro Digital Ltd. (the "Company") does hereby certify, to such officer's knowledge, that:

(i) The Annual Report on Form 20-F for the year ended December 31, 2023 of the Company ("Form 20-F"), as filed with the U.S. Securities and Exchange Commission on the date hereof, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Form 20-F fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 26, 2024

By: /s/ Artur Schunck

Name: Artur Schunck
Title: Chief Financial Officer, Chief Accounting Officer and Investor Relations Officer

Exhibit 15.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-223508) of PagSeguro Digital Ltd. of our report dated February 27, 2024 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F. We also consent to the reference to us under the heading "Selected Financial and Operating Data" in this Form 20-F.

/s/ PricewaterhouseCoopers Auditores Independentes Ltda.
São Paulo, Brazil
April 26, 2024

POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION
PAGSEGURO DIGITAL LTD.

Rev w Period

This olicy shall be reviewed within a period of 2 (two) years counted from the date of the latest review conducted by the Board as recorded in Section 13 of this Policy. The Board will review this olicy and reflect any updates deemed necessary (including, to reflect any changes to applicable legislation or changes in the strategic direction of the Company, among other factors) bef the end of the aforementioned review period.

1. TRODUTION AND OBJECTIVE

In a ordance with the applicable rules of The New York Stock Exchange Listed Company Manual (the "**NYSE Rules**"), Section 10D and Rule 10D-1 of the Securities Exchange Act of 1934, as a ended (the "**Exchange Act**") ("**Rule 10D-1**"), the Board of Directors (the "**Board**") of PagSeguro Digital Ltd. (the "**Company**") has adopted and approved this Policy (the "**Policy**") on Dec ber 1, 2023, to provide for the recovery of erroneously awarded Incentive-based Compensation from Executive Officers. All capitalized terms used and not otherwise defined herein sha ave the meanings set forth in Section 3, below.

2. OVERED PARTIES

The erative provisions of this Policy apply to the Executive Officers of PagSeguro Digital Ltd. or any of its subsidiaries, who have received Incentive-based Compensation during any Cla ack Period (the "Covered Parties").

3. FINITIONS

For poses of this Policy, the following capitalized terms shall have the meanings set forth below:

Acc nting Restatement: means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any quired accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (a "Big R" restatement), or that wou result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a "little r" restatement).

Cla ack Eligible Incentive Compensation: means all Incentive-based Compensation Received by an Executive Officer (i) on or after the effective date of the applicable NYSE rules, (ii) afte eginning service as an Executive Officer, (iii) who served as an Executive Officer at any time during the applicable performance period relating to any Incentive- based Compensation (wh er or not such Executive Officer is serving at the time the Erroneously Awarded Compensation is required to be repaid to the Company), (iv) while the Company has a class of sec ies listed on a national securities exchange or a national securities association, and (v) during the applicable Clawback Period (as defined below). Clawback Period: means, with resp t to any Accounting Restatement, the three completed fiscal years of the Company immediately preceding the Restatement Date (as defined below), and if the Company changes its fisc ear, any transition period of less than nine months within or immediately following those three completed fiscal years.

Err eously Awarded Compensation: means, with respect to each Executive Officer in connection with an Accounting Restatement, the amount of Clawback Eligible Incentive Cor nsation that exceeds the amount of Incentive-based Compensation that otherwise would have been Received had it been determined based on the restated amounts, computed with regard to any taxes paid.

Exe tive Officer: means each individual who is currently or was previously designated as an "officer" of the Company as defined in Rule 16a-1(f) under the Exchange Act. For the avoi nce of doubt, the identification of an executive officer for purposes of this Policy shall include each executive officer who is or was identified pursuant to Item 401(b) of Regulation S-K or Item A of Form 20-F, as applicable, as well as the principal financial officer and principal accounting officer (or, if there is no principal accounting officer, the controller).

Fin cial Reporting Measures: means measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and other measures that are derived wholly or in part from such measures. Stock price and total shareholder return (and any measures that are derived wholly or in part from stock price or tota hareholder return) shall, for purposes of this Policy, be considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting Measure need not be presented in the mpany's financial statements or included in a filing with the SEC.

Inc ive-based Compensation: means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

NYS means the New York Stock Exchange.

Rec ed: means, with respect to any Incentive-based Compensation, actual or deemed receipt, and Incentive-based Compensation shall be deemed received in the Company's fiscal period duri which the Financial Reporting Measure specified in the Incentive-based Compensation award is attained, even if the payment or grant of the Incentive-based Compensation to the Exe ive Officer occurs after the end of that period.

Res ement Date: means the earlier to occur of (i) the date the Board, a committee of the Board or the officers of the Company authorized to take such action if Board action is not requ d, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator or other legally authorized bod irects the Company to prepare an Accounting Restatement.

SEC means the Securities and Exchange Commission of the United States.

4. COVERY OF ERRONEOUSLY AWARDED COMPENSATION

In the event of an Accounting Restatement, the Company will reasonably promptly recover the Erroneously Awarded Compensation received in accordance with NYSE Rules and Rule 10D-1 as follows.

4.1.1 After an Accounting Restatement, the majority of independent directors serving on the Board (the "***Independent Members***") shall determine the amount of any Erroneously Awarded Compensation received by each Executive Officer received in the applicable Clawback Period and shall promptly notify each Executive Officer with a written notice containing the amount of any Erroneously Awarded Compensation and a demand for repayment or return of such compensation, as applicable.

4.1.1.1 For Incentive-based Compensation based on (or derived from) the Company's stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement:

i) The amount to be repaid or returned shall be determined by the Independent Members based on a reasonable estimate of the effect of the Accounting Restatement on the Company's stock price or total shareholder return upon which the Incentive-based Compensation was Received; and
ii) The Company shall maintain documentation of the determination of such reasonable estimate and provide the relevant documentation as required to the NYSE.

4.1.1.2 The Independent Members shall have the discretion to determine the appropriate means of recovering Erroneously Awarded Compensation based on the particular facts and circumstances. Notwithstanding the foregoing, except as set forth in Section 4.2 below, in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation in satisfaction of an Executive Officer's obligations hereunder.

4.1.1.3 To the extent that the Executive Officer has already reimbursed the Company for any Erroneously Awarded Compensation received under any duplicative recovery obligations established by the Company or any applicable law, it shall be appropriate for any such reimbursed amount to be credited to the amount of Erroneously Awarded Compensation that is subject to recovery under this Policy.

4.1.1.4 To the extent that an Executive Officer fails to repay all Erroneously Awarded Compensation to the Company when due, the Company shall take all actions reasonable and appropriate to recover such Erroneously Awarded Compensation from the applicable Executive Officer.

2 Notwithstanding anything herein to the contrary, the Company shall not be required to take the actions contemplated by Section 4.1.1.2 above if the Independent Members which, as specified above, is composed entirely of independent directors or in the absence of such a committee, a majority of the independent directors serving on the Board, determines that recovery of any portion of the Erroneously Awarded Compensation would be impracticable and any of the following three conditions are met:

4.2.1 The Independent Members have determined that the direct expenses paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before making this determination, the Company must make a reasonable attempt to recover the Erroneously Awarded Compensation, document such attempt(s), and provided such documentation to the NYSE;

4.2.2 Recovery would violate either Brazilian or Cayman Islands law, in cases where any such law was adopted prior to November 28, 2022, provided that, before determining that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of Brazilian or Cayman Islands law, the Company has obtained an opinion of legal counsel in such jurisdictions, acceptable to the NYSE, that state recovery would result in such a violation and a copy of the opinion is provided to NYSE, or:

4.2.3 Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended, and regulations thereunder.

5. SCLOSURE REQUIREMENTS

The mpany shall file all disclosures with respect to this Policy required by the applicable SEC or NYSE filings and rules.

6. DEMNIFICATION

The mpany shall not be permitted to insure or indemnify any Executive Officer against

(i) th oss of any Erroneously Awarded Compensation that is repaid, returned or recovered pursuant to the terms of this Policy, or (ii) any claims relating to the Company's enforcement of its righ under this Policy. Further, the Company shall not enter into any agreement that exempts any Incentive-based Compensation that is granted, paid or awarded to an Executive Officer from e application of this Policy or that waives the Company's right to recovery of any Erroneously Awarded Compensation, and this Policy shall supersede any such agreement, whether ente d into before, on or after the Effective Date of this Policy.

7. MINISTRATION AND INTERPRETATION

This olicy shall be administered by the Independent Members, and any determinations made by the Independent Members shall be final and binding on all affected individuals. The Board and e Independent Members, as applicable, are authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of, a compliance with, this Policy and for the Company's compliance with NYSE Rules, Section 10D, Rule 10D-1 and any other applicable law, regulation, rule or interpretation of the SEC or N SE promulgated or issued in connection therewith.

8. MENDMENT AND TERMINATION

The oard may amend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary. Notwithstanding anything in this Section to the contrary, no ame ment or termination of this Policy shall be effective if such amendment or termination would, after taking into account any actions taken by the Company contemporaneously with such ame ment or termination, cause the Company to violate any federal securities laws, SEC rule or NYSE rule.

9. THER RECOVERY RIGHTS

This olicy shall be binding and enforceable against all Executive Officers and, to the extent required by applicable law or guidance from the SEC or NYSE, their beneficiaries, heirs, exe ors, administrators or other legal representatives. The Independent Members intend that this Policy will be applied to the fullest extent required by applicable law. Any employment agre ment, equity award agreement, compensatory plan or any other agreement or arrangement with an Executive Officer shall be deemed to include, as a condition to the grant of any ben thereunder, an agreement by the Executive Officer to abide by the terms of this Policy. Any right of recovery under this Policy is in addition to, and not in lieu of, any other remedies or righ of recovery that may be available to the Company under applicable law, regulation or rule or pursuant to the terms of any policy of the Company or any provision in any employment agre ment, equity award agreement, compensatory plan, agreement or other arrangement.

10. TESTATION AND ACKNOWLEDGEMENT OF POLICY

All ecutive Officers which are beneficiaries of any Clawback Eligible Incentive Compensation or become beneficiaries of any Clawback Eligible Incentive Compensation of the Company will be r uired to deliver to the Company an executed Attestation and Acknowledgement of Policy for the Recovery of Erroneously Awarded Compensation included herein as ATTACHMENT A. Deli y of a copy of Annex A executed by the Executive Officers will occur reasonably promptly.

11. UESTIONS

If a overed Party has any questions regarding compliance with, or the interpretation of, this Policy, they should contact the Legal Department via e-mail: jursocietario@uolinc.com, add sed to Victoria Rozsavolgyi Bortolin.

12. TTACHMENT

ATT CHMENT A - ATTESTATION AND ACKNOWLEDGEMENT OF POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

13. OLICY REVIEW CONTROL

Rev w	Changes / Description	Date Reviewed
00	Initial Issue | HR, Legal & Compliance Departments	December/2023

ATTACHMENT A

ATTESTATION AND ACKNOWLEDGEMENT OF POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

By my signature below, I acknowledge and agree that:

☐ I have received and read the attached Policy for the Recovery of Erroneously Awarded Compensation (this "Policy").

☐ I hereby agree to abide by all terms of this Policy both during and after my employment with the Company, including, without limitation, by promptly repaying or returning any Erroneously Awarded Compensation to the Company as determined in accordance with this Policy.

☐ In the event of any inconsistency between the provisions of this Policy and any applicable incentive-based compensation arrangements, employment agreement, equity agreement, indemnification agreement or similar agreement or arrangement setting forth the terms and conditions of any Incentive-based Compensation, the terms of this Policy shall govern.

Signature_____
Printed Name:_____
Date_____