

**GRENDENE S.A.**

Public-Held Company with Authorized Capital - CNPJ/MF Public Company - CNPJ (National Registry of Legal Entities) No. 89.850.341/0001-60 NIRE (State Commercial Identification Number) No. 23300021118-CE

**COMMUNICATION ON RELATED PARTY TRANSACTIONS**

Grendene S.A. ("Company" or "Grendene"), in adherence to the stipulations outlined in Annex F of CVM Resolution No. 80 of March 29, 2022; and in furtherance of the Relevant Fact disclosed on September 24, 2020, which provided information regarding the Company's execution of the Brand Licensing Assignment Agreement and Other Covenants ("Azaleia Agreement"), which granted the Company a license to utilize the "Azaleia" brand ("Brand") owned by Vulcabras - CE Calçados e Artigos Esportivos S.A. ("Vulcabras-CE"), which is directly controlled by Vulcabras S.A. ("Vulcabras"); for the production and commercialization of women's footwear under the Brand, in Brazil and any other country in the world ("Licensing"); informs its shareholders and the general market that the Company's Board of Executive Officers, with the analysis and prior recommendation of the Related Parties Committee, in meetings held on this date, approved the execution, by the Company, of the Third Amendment to the Trademark License Agreement and Other Covenants, as amended ("Amendment"), with the purpose of extending the validity of the Azaleia Agreement.

Other information related to the transaction and required under the terms of Exhibit F of CVM Resolution No. 80/2022 are presented in the table below:

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| <b>Related party</b>   | Vulcabras-CE   |
| <b>Related Party Relationship with the Company</b>                 | Vulcabras-CE and the Company are interrelated as far as Vulcabras exercises direct control over Vulcabras-CE. This is due to the fact that the controlling shareholder of Vulcabras, and consequently the indirect controlling shareholder of Vulcabras-CE, is part of Grendene's controlling block. Thus, Grendene, Vulcabras and Vulcabras-CE are interconnected companies.  |
| <b>Object and the main terms and conditions of the transaction</b> | <p><b><u>Object of the Azaleia Agreement:</u></b> Licensing of the Brand for the production and sale of footwear of said brand, according to the conditions agreed in the Azaleia Agreement, signed on September 24, 2020.</p> <p><b><u>Object of the 1st Amendment to the Azaleia Agreement:</u></b> Adjustment of the Licensing Party, expansion of the territory covered by the license, amendment of the exclusivity conditions, and Annex 1.7, signed on February 26, 2021.</p> |

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|  | <p><b><u>Object of the 2nd Amendment to the Azaleia Agreement:</u></b><br/>Correction to the representation of the Licensor in the First Amendment, executed on March 31, 2021.</p> <p><b><u>Object of the 3rd Amendment to the Azaleia Agreement:</u></b><br/>Extension of the Azaleia Agreement for an additional 3 (three) years, executed on this date.</p> <p><b><u>Duration:</u></b> The Agreement, which was signed on September 24, 2020, spanned a duration of three years, specifically from January 1, 2021, to December 31, 2023. The agreement was amended on this date through the ratification of the Third Amendment, which extended the duration for an additional three years, from January 1, 2024, to December 31, 2026.</p> <p><b><u>Payments:</u></b> The Company shall remunerate Vulcabras-CE with a monthly royalty equal to specific percentages of the net operating revenue of the licensed products. The net operating revenue shall be calculated as the gross amount earned from the sale of the products, exclusive of any financial discounts, sales taxes, and product returns. This royalty payment is in exchange for the licensing agreement.</p> <p><b><u>Exclusivity:</u></b> Grendene shall possess exclusive rights to market and distribute the Brand's products solely in Brazil and abroad, in accordance with the amended Azaleia Agreement.</p> <p><b><u>Termination:</u></b> In accordance with the provisions of the Azaleia Agreement, as amended, early termination of the agreement is permitted by either party by sending written extrajudicial notice in the event of a material breach of any contractual obligation or by mutual agreement.</p> |
| <p><b>Participation of the counterparty, its partners, or managers in the decision-making process regarding the transaction or the negotiation of the transaction as</b></p> | <p>The Amendment was signed by the Company's management in accordance with the applicable legislation, the Company's Related Party Transactions Policy, and best corporate governance practices. Both <b>(i)</b> the Company's Board of Executive Officers and <b>(ii)</b> the Company's Related Party Committee unanimously decided and approved the Amendment at a meeting on December 5, 2023.</p>   |

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| <p><b>representatives of the Company.</b></p>   | <p>In addition, the Company's controller and the members of the Related Party Committee chosen by it did not take part in the negotiation of the Amendment and/or the Licensing terms and conditions.</p>  |
| <p><b>Justification of the reasons why the Company's management considers that the transaction complies with the market's commutative conditions or provides for adequate compensatory payment.</b></p> | <p>Licensing the use of the Brand for the production and sale of the Brand's women's footwear provides various advantages to the Company's business and shareholders, as acknowledged by the Company's management. The aforementioned licensing significantly benefits corporate and operational aspects, conferring substantial benefits.</p> <p>Licensing is considered a mutually beneficial arrangement for all Parties involved, as it aims to enhance the visibility of a well-established brand on the market by capitalizing on the knowledge and proficiency of all participating companies. Furthermore, in pursuit of the Company's and its shareholders' best interests, the terms and conditions of the agreement underwent extensive review and approval by a cross-section of technical, operational, and commercial departments.</p> <p>The transaction was executed in full adherence to the Related Party Transactions Policy of the organization. It is noteworthy to mention that the licensing agreement for the Brand adhered to equitable market conditions and encompassed a just and sufficient remuneration payment.</p> |

Sobral, CE, December 5, 2023.

Alceu Demartini de Albuquerque  
CFO and Investor Relations Officer  
Grendene S.A.