UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

CASE NO: PJM-22-0325

UNITED STATES OF AMERICA

v.

GOL LINHAS AÉREAS INTELIGENTES S.A.

Defendant.

_____/

DEFERRED PROSECUTION AGREEMENT

Defendant GOL Linhas Aéreas Inteligentes S.A. (the "Company"), pursuant to authority granted by the Company's Board of Directors reflected in Attachment B, the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), and the United States Attorney's Office for the District of Maryland (the "Office") enter into this Deferred Prosecution Agreement (the "Agreement"). The terms and conditions of this Agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Fraud Section and the Office will file the attached one-count criminal information in the United States District Court for the District of Maryland (the "Information") charging the Company with one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is to violate: (1) the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Section 78dd-1; and (2) the books and records provision of the FCPA, as amended, Title 15, United States Code, Sections

78m(b)(2)(A), 78m(b)(5) and 78ff(a). In so doing, the Company: (a) knowingly waives any right it may have to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts") and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the District of Maryland; and (c) agrees that the charges in the Information and any charges arising from the conduct described in the Statement of Facts are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement. The Fraud Section and the Office agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the attached Statement of Facts, and that the allegations described in the Information and the facts described in the attached Statement of Facts are true and accurate. The Company agrees that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, it will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. In addition, in connection therewith, the Company agrees not to assert any claim under the United States Constitution, Rule 410 of the

Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing Guidelines, or any other federal rule that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Agreement is fully executed, or the Information is filed with the Court, whichever comes later, and ending three years from that date (the "Term"). The Company agrees, however, that, in the event the Fraud Section and the Office determine, in their sole discretion, that the Company has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section and the Office, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section's and the Office's right to proceed as provided in Paragraphs 18 to 22 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting obligations described in Attachment D, for an equivalent period. Conversely, in the event the Fraud Section and the Office find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirements in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

Relevant Considerations

4. The Fraud Section and the Office enter into this Agreement based on the individual facts and circumstances presented by this case and by the Company, including:

a. the Company did not receive voluntary disclosure credit pursuant to the FCPA Corporate Enforcement Policy in the Department of Justice Manual ("JM") § 9-47.120, or

pursuant to U.S. Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 8C2.5(g)(1), because it did not voluntarily and timely self-disclose to the Fraud Section and the Office the conduct described in the Statement of Facts attached hereto as Attachment A;

b. the Company received full credit for cooperation under U.S.S.G. § 8C2.5(g)(2), because it cooperated with the Fraud Section's and Office's investigation and demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received credit for its cooperation pursuant to the FCPA Corporate Enforcement Policy, JM § 9-47.120 by, including: (i) timely providing the facts obtained through the Company's internal investigation—which included reviewing voluminous documents, interviewing witnesses, conducting background checks, and testing over two thousand transactions—which allowed the government to preserve and obtain evidence as part of its own independent investigation; (ii) making several factual presentations to the Fraud Section and the Office to share findings; (iii) translating key documents as needed; (iv) identifying information previously unknown to the Fraud Section and the Office; (v) making the Company's current management and employees available to the Fraud Section and the Office, including several who traveled to the United States; and (vi) collecting, analyzing, and organizing voluminous evidence and information that it provided to the Fraud Section and the Office;

c. the Company provided to the Fraud Section and the Office all relevant facts known to it, including information about the individuals involved in the conduct described in the attached Statement of Facts;

d. the Company promptly engaged in remedial measures, including: (i) conducting a comprehensive risk assessment; (ii) redesigning its entire anti-corruption compliance program; (iii) forming a compliance department and hiring a new chief compliance officer to lead

it; (iv) re-evaluating and supplementing its anti-corruption policies and procedures, such as its relationship with third-party vendors and suppliers; and (v) terminating its relationships with third parties involved in the misconduct; in addition, the GOL Director[1] involved in the scheme resigned from his position and has had no role at the Company since;

e. the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement (Corporate Compliance Program);

f. the nature and seriousness of the offense conduct, as described in the Statement of Facts, including the involvement of a now former member of GOL's Board of Directors in a scheme to pay bribes to Brazilian government officials in exchange for assistance in passing two pieces of legislation;

g. the Company has some history of prior civil and regulatory actions, including tax and customs matters, but no prior criminal history;

h. the Company's agreement to resolve concurrently an investigation by the U.S. Securities and Exchange Commission ("SEC") relating to the conduct described in the Statement of Facts through a cease-and-desist proceeding, and agreeing to pay $24.5 million in disgorgement and prejudgment interest;

i. the Company's agreement to resolve concurrently an investigation with authorities in Brazil relating to the same conduct described in the Statement of Facts, which the Fraud Section and the Office are crediting in connection with the penalty in this Agreement;

[1] Defined *infra* at Attachment A.

j. the Company has agreed to continue to cooperate with the Fraud Section and the Office in any ongoing investigation as described in Paragraph 5 below; and

k. the Company met its burden of establishing an inability to pay the criminal penalty sought by the Fraud Section and the Office, despite agreeing that the proposed amount was otherwise appropriate based on the law and the facts, and fully cooperated by providing information and documents, and access to appropriate Company personnel to respond to prosecutors' inquiries. The Fraud Section and the Office, with the assistance of a forensic accounting expert, conducted an independent ability to pay analysis, considering a range of factors outlined in the Justice Department's Inability to Pay Guidance (*see* October 8, 2019 Memorandum from Assistant Attorney General Brian Benczkowski to All Criminal Division Personnel re: Evaluating a Business Organization's Inability to Pay a Criminal Fine or Criminal Monetary Penalty), including but not limited to: (i) the factors outlined in 18 U.S.C. § 3572 and the United States Sentencing Guidelines § 8C3.3(b); (ii) the Company's current financial condition; and (iii) the Company's alternative sources of capital. Based on that independent analysis, the Fraud Section and the Office determined that paying a criminal penalty greater than $17,000,000 within 90 days of the beginning of the Term would substantially threaten the continued viability of the Company;

l. accordingly, after considering (a) through (k) above, the Fraud Section and the Office have determined that a deferred prosecution agreement and a penalty of $17,000,000 is sufficient but not greater than necessary to achieve the purposes described in 18 U.S.C. § 3553.

m. Based on the Company's remediation and the state of its compliance program, and the Company's agreement to report to the Fraud Section and the Office as set forth

in Attachment D to this Agreement (Corporate Compliance Reporting), the Fraud Section and the Office determined that an independent compliance monitor was unnecessary.

Future Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Fraud Section and the Office in any and all matters relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Fraud Section and the Office at any time during the Term until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the Term. At the request of the Fraud Section and the Office, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company or any of its subsidiaries or affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Fraud Section and the Office. The Company's cooperation pursuant to this Paragraph is subject to applicable law and regulations, including data privacy and national security laws, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company must provide to the Fraud Section and the Office a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company bears the burden of establishing the validity of any such assertion. The Company agrees that its cooperation pursuant to this Paragraph shall include, but not be limited to, the following:

a. The Company shall timely and truthfully disclose all factual information with respect to its activities, those of its subsidiaries and affiliates, and those of its present and

former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Fraud Section and the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Fraud Section and the Office, upon request, any document, record, or other tangible evidence about which the Fraud Section and the Office may inquire of the Company.

b. Upon request of the Fraud Section and the Office, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Fraud Section and the Office the information and materials described in Paragraph 5(a) above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Fraud Section and the Office, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records, or other tangible evidence provided to the Fraud Section and the Office pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable laws and regulations, to other governmental authorities, including United States authorities and those of a foreign government,

as well as the MDBs, of such materials as the Fraud Section and the Office, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term, should the Company learn of any evidence or allegation of conduct that may constitute a violation of the FCPA anti-bribery or accounting provisions had the conduct occurred within the jurisdiction of the United States, the Company shall promptly report such evidence or allegation to the Fraud Section and the Office.

Payment of Monetary Penalty

7. The Fraud Section and the Office and the Company agree that application of the United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") to determine the applicable fine range yields the following analysis:

a. The November 1, 2021 U.S.S.G. are applicable to this matter.

b. Offense Level. Based upon U.S.S.G. § 2C1.1, the total offense level is 40, calculated as follows:

§ 2C1.1(a)(2) Base Offense Level	12
§ 2C1.1(b)(1) More than One Bribe	+2
§ 2C1.1(b)(3) Elected Official	+4
§§ 2C1.1(b)(2), 2B1.1(b)(1)(L) Value of Benefit Received (more than $25,000,000)	+22
TOTAL	40

c. Base Fine. Based upon U.S.S.G. § 8C2.4(a)(1), the base fine is $72,500,000.[2]

[2] Because the conduct predates 2015, the 2014 Sentencing Guidelines have been used for the calculation of the base fine. *See* Guidelines Manual § 8C2.4(e)(l) (Nov. 2016).

Culpability Score. Based upon U.S.S.G. § 8C2.5, the culpability score is 8, calculated as follows

(a)	Base Culpability Score	5
(b)(1)(A)(i)	The organization had 5,000 or more employees and an individual within high-level personnel of the organization participated in, condoned, or was willfully ignorant of the offense	+5
(g)(2)	Cooperation, Acceptance	-2
TOTAL		8

Calculation of Fine Range:

Base Fine	$72,500,000
Multipliers	1.6 (min) / 3.2 (max)
Fine Range	$116,000,000 / $232,000,000

8. The Fraud Section and the Office and the Company agree, based on the application of the Sentencing Guidelines, that the appropriate criminal penalty is $87,000,000. This reflects a 25 percent discount off the bottom of the applicable Sentencing Guidelines fine range.

9. The Company has made representations to the Fraud Section and the Office, and provided supporting evidence, that the Company has an inability to pay an $87,000,000 criminal penalty. Based on those representations, and an independent analysis verifying the accuracy of those representations conducted by the Fraud Section and the Office (with the assistance of a forensic accounting expert), the parties agree that a criminal penalty of $17,000,000 ("Total Criminal Penalty") is appropriate.

10. The Fraud Section, the Office and the Company agree that the Company will pay a monetary penalty to the United States Treasury of $7,650,000 within ten business days of the beginning of the Term, and an additional $7,650,000 within 90 days of the beginning of the Term. The Fraud Section and the Office further agree that the Fraud Section and the Office will credit the amount the Company pays to the Controladoria-Geral da União (CGU) and the Advocacia-Geral de União (Attorney General Office) in Brazil, up to a maximum of $1,700,000. Due to the Company's inability to pay, the Company's payment obligations to the United States will be complete upon the Company's two payments totaling $15,300,000, so long as the Company pays the remaining amount of the Total Criminal Penalty to authorities in Brazil pursuant to their agreement. Should any amount of such payment to the authorities in Brazil not be made within twelve months of the beginning of the Term, or be returned to the Company or any affiliated entity for any reason, the remaining balance of the Total Criminal Penalty will be paid to the United States Treasury within twelve months of the beginning of the Term. The Company and the Fraud Section and the Office agree that this penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations described in Paragraph 4 of this Agreement. The Total Criminal Penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Fraud Section and the Office that the Total Criminal Penalty is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section and the Office are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Fraud Section and the Office agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought in connection with

the payment of any part of the Total Criminal Penalty. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the penalty or disgorgement amounts that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the Statement of Facts.

Conditional Release from Liability

11. Subject to Paragraphs 18 to 22, the Fraud Section and the Office agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company or any of its direct or indirect affiliates, subsidiaries or joint ventures relating to any of the conduct described in the attached Statement of Facts or the criminal Information filed pursuant to this Agreement. The Fraud Section and the Office, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: or any of their subsidiaries or affiliates: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company or any of its affiliates or subsidiaries.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company or any of its affiliates or subsidiaries.

Corporate Compliance Program

12. The Company represents that it has implemented and will continue to implement a

compliance and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout its operations, including those of its affiliates, subsidiaries, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C.

13. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company agrees to adopt a new compliance program, or to modify its existing one, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. The compliance program, including the internal accounting controls system will include, but not be limited to, the minimum elements set forth in Attachment C.

Corporate Compliance Reporting

14. The Company agrees that it will report to the Fraud Section and the Office annually during the Term regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D.

15. Thirty days prior to the expiration of the Term, the Company, by the Chief Executive Officer and Chief Compliance Officer, will certify to the Fraud Section and the Office, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to this Agreement.

Deferred Prosecution

16. In consideration of the undertakings agreed to by the Company herein, the Fraud Section and the Office agree that any prosecution of the Company for the conduct set forth in the attached Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company that is not set forth in the attached Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

17. The Fraud Section and the Office further agree that if the Company fully complies with all of its obligations under this Agreement, the Fraud Section and the Office will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the Fraud Section and the Office shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company based on the conduct described in this Agreement and the attached Statement of Facts. If, however, the Fraud Section and the Office determine during this six-month period that the Company breached the Agreement during the Term, as described in Paragraph 18, the Fraud Section's and the Office's ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 18 to 22, remains in full effect.

Breach of the Agreement

18. If, during the Term, the Company (a): commits any felony under U.S. federal law; (b): provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c): fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d): fails to implement a compliance program as set forth in Paragraphs 12 and 13 of this Agreement and Attachment C; (e): commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f): otherwise fails to completely perform or fulfill each of the Company's obligations under the Agreement, regardless of whether the Fraud Section and the Office become aware of such a breach after the Term is complete, the Company and its subsidiaries and affiliates, shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section and the Office have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Fraud Section and the Office in the U.S. District Court for the District of Maryland or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company or its subsidiaries or affiliates, shall be in the Fraud Section's and the Office's sole discretion. Any such prosecution may be premised on information provided by the Company, its subsidiaries or affiliates, or the personnel of any of the foregoing. Any such prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company or its subsidiaries or affiliates, notwithstanding the expiration of the statute

of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Fraud Section and the Office are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

19. In the event the Fraud Section and the Office determine that the Company has breached this Agreement, the Fraud Section and the Office agree to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, the Company shall have the opportunity to respond to the Fraud Section and the Office in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Fraud Section and the Office shall consider in determining whether to pursue prosecution of the Company or its subsidiaries or affiliates.

20. In the event that the Fraud Section and the Office determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company or its subsidiaries or affiliates to the Fraud Section and the Office or to the Court, including the attached Statement of Facts, and any testimony given by the Company or its subsidiaries or affiliates before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall

be admissible in evidence in any and all criminal proceedings brought by the Fraud Section and the Office against the Company or its subsidiaries or affiliates; and (b) the Company or its subsidiaries or affiliates shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company or its subsidiaries or affiliates prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company or its subsidiaries or affiliates, will be imputed to the Company or its subsidiaries or affiliates for the purpose of determining whether the Company or its subsidiaries or affiliates have violated any provision of this Agreement shall be in the sole discretion of the Fraud Section and the Office.

21. The Company acknowledges that the Fraud Section and the Office have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

22. On the date that the period of deferred prosecution specified in this Agreement expires, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company (the two most senior individuals at the Company), will certify to the Fraud Section and the Office, in the form of executing the document attached as Attachment E to this Agreement, that the Company has met its disclosure obligations pursuant to Paragraph 6 of this Agreement. Each certification will be deemed a material statement and representation by the

Company to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form of Company

23. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term, it undertakes any change in corporate form, including if it sells, merges, or transfers business operations, that is material either to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the attached Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Fraud Section's and the Office's ability to determine a breach under this Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Fraud Section and the Office at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Fraud Section and the Office shall notify the Company prior to such transaction (or series of transactions) if they determine that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Company engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Fraud Section and the Office may deem it a breach

of this Agreement pursuant to Paragraphs 18 to 22 of this Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Fraud Section and the Office.

Public Statements by Company

24. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents, or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the attached Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 18 to 22 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the attached Statement of Facts will be imputed to the Company for the purpose of determining whether they have breached this Agreement shall be at the sole discretion of the Fraud Section and the Office. If the Fraud Section and the Office determine that a public statement by any such person contradicts in whole or in part a statement contained in the attached Statement of Facts, the Fraud Section and the Office shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the attached Statement of Facts provided

that such defenses and claims do not contradict, in whole or in part, a statement contained in the attached Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company.

25. The Company agrees that if it, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult with the Fraud Section and the Office to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Fraud Section and the Office and the Company; and (b) whether the Fraud Section and the Office have any objection to the release.

26. The Fraud Section and the Office agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this information to such authorities, the Fraud Section and the Office are not agreeing to advocate on behalf of the Company, but rather are agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

27. This Agreement is binding on the Company and the Fraud Section and the Office, but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Fraud Section and the Office will bring the cooperation of the

Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company. If the Court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), all the provisions of this Agreement shall be deemed null and void, and the Term shall be deemed to have not begun, except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

Notice

28. Any notice to the Fraud Section and the Office under this Agreement shall be given by electronic mail and/or personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, with copies by electronic mail, addressed to Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue NW, Washington, DC 20005, and David I. Salem, Assistant United States Attorney, United States Attorney's Office for the District of Maryland, Southern Division, 6406 Ivy Lane Suite 800, Greenbelt, MD 20770. Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Renata Fonseca, Av. Vinte de Janeiro s/no Ter de Passageiros no 01, Galeão 21941-570, Brazil, or by electronic mail to those individuals or to other counsel or individuals identified to the Fraud Section and the Office by the Company. Notice shall be effective upon actual receipt by the Fraud Section and the Office or the Company.

Complete Agreement

29. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and the Fraud Section and the Office. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Fraud Section and the Office, the attorneys for the Company and a duly authorized representative of the Company.

AGREED:

FOR GOL Linhas Aéreas Inteligentes S.A.:

Date: September, 9 2022

By: _____
GOL Linhas Aéreas Inteligentes S.A.
Celso Ferrer
Renata Domingues da Fonseca Guimarães

Date: September, 9 2022

Date: _____

By: _____
Loretta E. Lynch
Mark F. Mendelsohn
Paul, Weiss, Rifkind, Wharton & Garrison LLP

FOR THE DEPARTMENT OF JUSTICE:

GLENN LEON
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: 9/12/2022 By: _____
Derek J. Ettinger
Assistant Chief
Joseph McFarlane
Trial Attorney

EREK L. BARRON
United States Attorney
District of Maryland

Date: 9/15/22 By: _____
David I. Salem
Assistant United States Attorney

CERTIFICATE OF COUNSEL FOR
GOL LINHAS AÉREAS INTELIGENTES S.A.

I am counsel for GOL Linhas Aéreas Inteligentes S.A (the "Company") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Company Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the General Counsel of the Company. I have fully advised them of the rights of the Company, of possible defenses, of the provisions of the Sentencing Guidelines and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 09/11/2022

By: _____
Loretta E. Lynch
Mark F. Mendelsohn
Paul, Weiss, Rifkind, Wharton & Garrison LLP
Counsel to GOL Linhas Aéreas Inteligentes S.A.

COMPANY OFFICER'S CERTIFICATE FOR
GOL LINHAS AÉREAS INTELIGENTES S.A.

I have read this Agreement and carefully reviewed every part of it with outside counsel for GOL Linhas Aéreas Inteligentes S.A. (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, of possible defenses, of the provisions of the Sentencing Guidelines, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the provisions of the Sentencing Guidelines, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the General Counsel for and that I have been duly authorized by the Company to act on behalf of the Company in relation to this matter, and to execute this Agreement on behalf of the Company.

Date: September 09th 2022

GOL Linhas Aéreas Inteligentes S.A.

By: Fonseca

General Counsel, GOL Linhas Aéreas Inteligentes S.A.
Renata Domingues da Fonseca Guimarães

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), the United States Attorney's Office for the District of Maryland (the "Office") (collectively, the "United States"), and the defendant GOL Linhas Aéreas Inteligentes S.A. ("GOL" or the "Company"). Certain of the facts herein are based on information obtained from third parties by the United States through its investigation and described to GOL. GOL hereby agrees and stipulates that the following information is true and accurate. GOL admits, accepts and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the United States pursue the prosecution that is deferred by this Agreement, GOL agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts took place during the relevant time frame and establish beyond a reasonable doubt the charges set forth in the criminal Information attached to this Agreement:

The Defendant GOL and Relevant Individuals

1. GOL was a Brazilian airline headquartered in São Paolo, Brazil. At the time of the conduct described below, GOL was the largest air transportation and travel services group in Brazil and operated Latin America's largest low-cost airline. GOL's shares were listed on the New York Stock Exchange, and GOL was an "issuer" as that term is used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-1.

2. "GOL Director," an individual whose identity is known to the United States and GOL, was a Brazilian citizen and member of GOL's Board of Directors. GOL

Director was a "director" of an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

3. "GOL Executive," an individual whose identity is known to the United States and GOL, was a high-level executive at GOL. GOL Executive was an "officer" and "employee" of an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

4. "Brazilian Political Party," the identity of which is known to the United States and GOL, was a political party in Brazil. Brazilian Political Party was a "foreign political party" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a)(2).

5. "Brazilian Official 1," an individual whose identity is known to the United States and GOL, was a high-ranking official in the legislative branch of the Brazilian government between in or about 2003 and in or about 2016, and a member of Brazilian Political Party. Brazilian Official 1 was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

6. "Brazilian Official 2," an individual whose identity is known to the United States and GOL, was a high-ranking official in the government of the Federal District of Brasilia ("Brasilia") between in or about 2011 and in or about 2014, and a member of Brazilian Political Party. Brazilian Official 2 was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

7. "Intermediary," an individual whose identity is known to the United States and GOL, was a Brazilian businessman who was a close associate of Brazilian Official 1. Intermediary was an "agent" of an "issuer" as those terms are used in the FCPA, Title 15,

United States Code, Section 78dd-1(a).

8. "Brazilian Official 1 Companies," entities whose identities are known to the United States and GOL, were companies owned and controlled by Brazilian Official 1 that operated websites with content directed at religious community groups.

9. "Employee 1," an individual whose identity is known to the United States and GOL, was an individual who negotiated and liaised with GOL with respect to advertising on the Brazilian Official 1 Companies' websites.

10. "Consulting Company," an entity whose identity is known to the United States and GOL, was a purported consulting company owned and controlled by Consulting Company Owner (defined below).

11. "Consulting Company Owner," an individual whose identity is known to the United States and GOL, was an associate of Brazilian Official 2.

12. "Intermediary Company 1," an entity whose identity is known to the United States and GOL, was a company owned and controlled by Intermediary.

13. "Intermediary Company 2," an entity whose identity is known to the United States and GOL, was a purported road transportation company affiliated with Intermediary.

14. "Intermediary Company 3," an entity whose identity is known to the United States and GOL, was a purported investment company registered in Delaware and controlled by Intermediary (together with Intermediary Company 1 and Intermediary Company 2, "the Intermediary Companies").

The Bribery Scheme

15. Between in or about 2012 and in or about 2013, GOL, together with

others, including GOL Director and Intermediary, knowingly and willfully conspired and agreed with others to corruptly offer and pay approximately $3.8 million in bribes to Brazilian government officials, including Brazilian Official 1 and Brazilian Official 2, to secure an improper advantage in order to obtain and retain business for GOL, specifically, to ensure the passage of two pieces of legislation by the National Congress of Brazil and the Legislative Chamber of the Federal District of Brasilia, respectively. These pieces of legislation involved certain payroll tax and fuel tax reductions that financially benefitted GOL, along with other airlines.

A. Background and Overview

16. In or around 2010, GOL Director attempted to obtain financing from a Brazilian state-owned financial services institution for the benefit of a highway concession in which GOL Director's family had a financial interest.

17. To assist with that endeavor, GOL Director was introduced to Intermediary by a mutual acquaintance. Intermediary told GOL Director that he could assist GOL Director in obtaining the financing in exchange for a fee paid to Intermediary. GOL Director agreed and ultimately paid approximately R$4,000,000 (approximately US$2.2 million) to obtain the financing. Soon after agreeing to make the payment, GOL Director learned that a portion of the fee would be paid as a bribe to officials at the state-owned financial services institution and others.

18. Subsequently, Intermediary informed GOL Director that he was looking for people to donate R$10,000,000 (approximately US$5.4 million) to a São Paulo mayoral candidate who was a member of Brazilian Political Party. GOL Director understood that such a payment would be a bribe for the benefit of Brazilian Political Party and Brazilian Official 1.

GOL Director further understood that the R$4,000,000 GOL Director had already committed to paying through Intermediary to the state-owned financial services institution would count toward the R$10,000,000 bribe payment.

19. In exchange for the bribe payments, GOL Director asked Intermediary and Brazilian Official 1 for assistance in passing legislation that would benefit GOL—in particular, legislation that would add the air and road transportation industries to Brazil's alternative payroll tax program, a national economic stimulus program that would result in a significant reduction of payroll taxes that GOL and GOL Director's road transportation company would be required to pay.

20. In addition, in exchange for the bribes discussed above, as well as additional bribes promised to Brazilian Official 2, GOL Director asked Intermediary, Brazilian Official 1, and Brazilian Official 2 for assistance in passing legislation that would reduce the aviation fuel tax in the Federal District of Brasilia for the air transport industry, including GOL.

21. Intermediary facilitated the bulk of the bribe payments related to the alternative payroll tax legislation and the aviation fuel tax legislation. For these services, Intermediary retained one-third of the bribes as a fee. Intermediary passed the other two-thirds to Brazilian Official 1, usually in cash using a Brazilian "doleiro," that is, an individual who served as a professional money launderer and black market money exchanger. Brazilian Official 1, in turn, distributed a portion of the bribes to other members of Brazilian Political Party.

a. Overview of the Alternative Payroll Tax Program Aspect of the Bribe Scheme

22. In or about 2011, the Brazilian government was developing an economic stimulus program that included tax cuts and incentives to boost domestic

employment. Among other things, the program would reduce payroll taxes for labor-intensive industries by introducing an alternative payroll tax regime beneficial to qualifying companies.

23. In or about 2012, GOL Director approached Brazilian Official 1 directly about including the air and road transportation industries in the alternative payroll tax program, in exchange for, in part, the R$10,000,000 (approximately US$5.4M) in bribes that GOL Director had committed to paying to Brazilian Official 1 and Brazilian Political Party. If the transportation industries were added to the alternative payroll tax program, GOL Director expected that GOL and other companies in the air and road transport industries would benefit. After GOL Director and Brazilian Official 1 agreed to this aspect of the bribery scheme, Intermediary became involved to serve as a facilitator and intermediary for the bribe payments.

24. On or about June 27, 2012, as a result of the bribery scheme and with the influence of Brazilian Official 1 and other officials in Brazilian Political Party, the Brazilian legislature expanded the new law to include the air transport industry, including GOL. On or about September 17, 2012, the Brazilian President signed the amended legislation, and it became effective on January 1, 2013.

25. GOL corruptly obtained tax savings of at least the approximate equivalent of $39.7 million from the air transport industry's inclusion in the alternative payroll tax program.

b. Overview of the Brasilia Aviation Fuel Tax Aspect of the Bribe Scheme

26. In or about 2013, Intermediary approached GOL Director about lowering the aviation fuel tax in the Brazilian state of Mato Grosso. GOL Director told Intermediary that lowering the fuel tax in Mato Grosso would not be helpful because GOL did not have much business there. Instead, GOL Director asked Intermediary about lowering the

fuel taxes in the Federal District of Brasilia, where GOL had many flights. GOL Director understood that this request would be in furtherance of and in exchange for, at least in part, the R$10,000,000 in bribes that GOL Director had committed to paying to Brazilian Official 1 and Brazilian Political Party, of which R$4,000,000 were related to backing from the state-owned financial services institution for the financial support to the highway concession.

27. Intermediary also told GOL Director that he knew Brazilian Official 2, a high-ranking official in the government of Brasilia who might be able to help with the legislation GOL Director wanted. In furtherance of the scheme, Intermediary arranged for GOL Director and Brazilian Official 2 to meet.

28. In or about 2013, GOL Director met with Brazilian Official 2, Brazilian Official 1, and another politician in Brazilian Political Party at the home of Brazilian Official 2 to discuss the scheme. At the meeting, GOL Director agreed to pay bribes of R$1,000,000 for the benefit of Brazilian Official 2 that were in addition to the promised bribe payments for the benefit of Brazilian Official 1 and Brazilian Political Party, in exchange for acts that ensured the passage of legislation that lowered the fuel tax in Brasilia.

29. GOL Director and Brazilian Official 2 agreed that the additional bribes would be paid through a fake tax consulting services agreement between GOL and Consulting Company, which was controlled by Consulting Company Owner, a close associate of Brazilian Official 2. In furtherance of the scheme, GOL Director arranged for GOL to receive a work proposal and a draft consulting contract and to make bribe payments as described further below.

30. In or about April 2013, the government of Brasilia enacted a law that lowered Brasilia's aviation fuel tax rate from 25 percent to 12 percent. GOL received a tax savings of at least the approximate equivalent of $12.24 million from the corruptly obtained

fuel tax legislation.

B. Manner and Means of the Bribe Scheme

31. In furtherance of the scheme to pay bribes in connection with the alternative payroll tax program and the Brasilia aviation fuel tax, Intermediary and GOL Director discussed the bribe payments in person, by text message, and by phone, including how much to pay, when to make the payments, and how to make the payments. Intermediary, in turn, discussed the bribe scheme with Brazilian Official 1 in person, by phone, and via an ephemeral U.S.-based messaging program that transmitted the messages using servers located in the United States.

32. GOL Director caused GOL to make corrupt payments, including to Brazilian Official 1, Brazilian Official 2, and Brazilian Political Party, in at least three ways: (1) purported advertising placement payments from GOL, or on behalf of GOL, to the Brazilian Official 1 Companies controlled by Brazilian Official 1; (2) payments from GOL, or on behalf of GOL, to companies owned or controlled by Intermediary, which GOL Director understood would be passed on, at least in part, as bribes; and (3) payments from GOL to Consulting Company for the benefit of Brazilian Official 2.

1. Bribe Payments from GOL to the Brazilian Official 1 Companies

33. On or about September 26, 2012, Employee 1 sent an email to GOL Director, stating that "[a]s instructed," [1] he was attempting to confirm the possibility of GOL entering into an advertising agreement with the Brazilian Official 1 Companies. On the same day, GOL Director reached out to GOL Executive expressing his support for the proposal.

34. GOL Director told GOL Executive that advertising on the websites of

[1] Unless otherwise noted, all quotations are translated from the original Portuguese.

the Brazilian Official 1 Companies would be a fruitful investment and that in order to take full advantage, GOL needed to make the payment quickly to allow for early investment. GOL Director made these representations while knowing that the funds to be paid to the Brazilian Official 1 Companies would be bribe payments for the benefit of Brazilian Official 1.

35. On or about October 10, 2012, Employee 1 sent a proposal to a GOL marketing executive with a payment amount that was not open for negotiation. The Marketing Department considered the payment amount high based on the expected returns, but approved the advertising, and GOL Executive approved the payments, as directed by GOL Director.

36. In or about and between October 2012 and November 2013, GOL caused corrupt payments of approximately R$2.4 million (approximately US$1.14 million) to be made to the Brazilian Official 1 Companies for the benefit of Brazilian Official 1.

2. Bribe payments from GOL through the Intermediary Companies

37. In or about early 2013, GOL Director, Brazilian Official 1, and Intermediary agreed that, in addition to the payments to the Brazilian Official 1 Companies, GOL Director would make bribe payments for the benefit of Brazilian Official 1 at Intermediary's direction, to fulfill the R$10,000,000 in bribes that GOL Director had promised.

38. In furtherance of that agreement and in order to conceal the corrupt purpose of the payments, Intermediary invoiced a GOL subsidiary from one of the Intermediary Companies so that GOL Director could arrange for the bribe payments to be sent from GOL's funds. Intermediary then passed approximately two-thirds of those funds to Brazilian Official 1 and Brazilian Political Party as bribes pursuant to the above-described scheme.

39. In furtherance of the scheme, GOL Director authorized and directed GOL to make certain payments to Intermediary Companies through his own budget or "Cost

Center" at GOL, which had been created for GOL Director under the legal department and over which GOL Director had spending discretion without clearly defined controls and limits.

40. For example, GOL Director caused GOL to enter into an agreement with Intermediary Company 1. In or about early 2013, GOL Director told GOL Executive that Intermediary Company 1 was an external advisor that could help with obtaining capital investment and requested a payment to be made to Intermediary Company 1 without an underlying contract.

41. In or about 2015, GOL Director asked for a sham consulting agreement with Intermediary Company 1 to be signed and back-dated to 2013. That contract was never signed.

42. Once Intermediary Company 1 was approved as a vendor in GOL's accounting system, GOL Director and Intermediary used it to facilitate the bribe scheme. For example, on or about March 5, 2013, Intermediary invoiced the GOL subsidiary in the amount of R$295,000 (approximately US$151,433) for consulting work ostensibly rendered for GOL by Intermediary Company 1 , but which in reality was never performed.

43. In or about April 2013, GOL Director approached GOL Executive about retaining Intermediary Company 2, telling GOL Executive that previously budgeted payments had been incorrectly entered into the system with the wrong customer number and needed to be re-approved. As a result, GOL Director caused the payment of approximately R$1,000,000 (approximately US$496,600) to Intermediary Company 2. GOL Director directed that these payments be made in order to cover taxes on the R$10,000,000 that Intermediary, Brazilian Official 1, and Brazilian Political Party had paid upon receipt of those bribe payments that were made in exchange for Brazilian Official 1's assistance with the legislation helpful to GOL.

44. In furtherance of the scheme, GOL Director also made bribe payments to Brazilian Official 1 and Brazilian Political Party on behalf of GOL, and at Intermediary's direction, from other companies that GOL Director controlled.

45. For example, on or about May 29, 2013, GOL Director caused a bribe payment of US$350,000 to be made from a shell company incorporated in the Bahamas owned and controlled by GOL Director through the United States to a Swiss bank account of Intermediary Company 3.

3. Bribe Payments from GOL Through Consulting Company

46. In or about early 2013, GOL Director agreed to make R$1,000,000 in bribe payments through Consulting Company for the benefit of Brazilian Official 2 in exchange for acts taken by Brazilian Official 2 in connection with lowering the aviation fuel tax in the Federal District of Brasilia.

47. On or about June 10, 2013, Consulting Company Owner sent a sham proposal for analysis of aviation legislation to a GOL legal executive, copying GOL Director, in order to paper over the existence of the bribe payments in internal GOL records.

48. On or about June 11, 2013, Consulting Company Owner sent an email stating that he would need R$1,237,623.76 in order to reach a net figure of R$1,000,000. GOL Director responded by email the same day, copying the GOL legal executive, stating: "OK understood. Let's move forward because we are very interested in learning about your work, because we understand this will be the first of several projects together."

49. GOL Director sent the email referenced in paragraph 48 above, while knowing that the true purpose of the R$1,237,623.76 payment to Consulting Company was to make a bribe payment to Brazilian Official 2 in exchange for his assistance with the aviation

fuel tax legislation in Brasilia.

50. Between in or about June 2013 and in or about August 2013, GOL caused corrupt payments to be made to Consulting Company in the amount of R$1,238,000 (approximately US$552,400) for the benefit of Brazilian Official 2. No contract with Consulting Company was ever signed and the payments were made as purported advances without invoices.

C. The Bribe Payments Caused GOL's Books and Records to be False

51. In connection with the scheme, GOL maintained false books, records, and accounts that did not accurately and fairly reflect the transactions and dispositions of its assets. GOL falsely characterized expenses, including corrupt payments to the Brazilian Official 1 Companies, Intermediary Company 1, Intermediary Company 2, and Consulting Company, as advertising expenses and other services in the company's books and records.

52. For example, on or about April 30, 2015, GOL filed Form 20-F with the United States Securities and Exchange Commission. The Form 20-F falsely included payments made to the Brazilian Official Companies as purported "sales and marketing expenses" when a portion of these payments were, in fact, corrupt bribe payments made to Brazilian Official 1 and Brazilian Political Party.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS
GOL LINHAS AÉREAS INTELIGENTES S.A.

WHEREAS, GOL Linhas Aéreas Inteligentes S.A. (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), and the United States Attorney's Office for the District of Maryland (the "Office") regarding issues arising in relation to certain improper payments to foreign officials to facilitate the passage of legislation favorable to the Company; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Fraud Section and the Office; and

WHEREAS, the General Counsel of the Company, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the provisions of the U.S. Sentencing Guidelines, and the consequences of entering into such agreement with the Fraud Section and the Office;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the one-count Information charging the Company with a violation of Title 18, United States Code, Section 371, that is, to violate: (1) the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Section 78dd-1; and (2) the books and records provisions of the FCPA, as amended, Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5) and 78ff(a); (b) waives indictment on such charge and enters into a deferred prosecution agreement with the Fraud Section and the Office; and (c) agrees to accept a monetary penalty against

Company totaling $17,000,000, and to pay such penalty to the United States Treasury with respect to the conduct described in the Information;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to: (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the District of Maryland; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The Company's General Counsel, Renata Fonseca, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting;

4. The Company's General Counsel, Renata Fonseca, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the Company's General Counsel, Renata Fonseca, which actions would have been authorized by the foregoing resolutions except that such actions were

taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: September 09 2022

By: _____

Corporate Secretary
GOL Linhas Aéreas Inteligentes S.A.
Renata Domingues da Fonseca Guineti

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance codes, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, 15 U.S.C. § 78m(b)(5) and other applicable anti-corruption laws, GOL Linhas Aéreas Inteligentes S.A. (the "Company"), on behalf of itself and its subsidiaries and affiliates, agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to adopt new, or to modify its existing compliance programs, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, compliance codes, policies, and procedures:

Commitment to Compliance

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policies against violations of the anti-corruption laws and its compliance codes, and demonstrate rigorous adherence by example. The Company will also ensure that middle management, in turn, reinforce those standards and

encourage employees to abide by them. The Company will create and foster a culture of ethics and compliance with the law in its day-to-day operations at all levels of the Company.

Policies and Procedures

2. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable foreign law counterparts (collectively, the "anti-corruption laws"), which policy shall be memorialized in a written compliance code.

3. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance codes, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including, but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"). The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the Company. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

4. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system shall be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Periodic Risk-Based Review

5. The Company will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its geographical organization, interactions with various types and levels of government officials,

industrial sectors of operation, potential clients and business partners, use of third parties, gifts, travel and entertainment expenses, charitable and political donations, involvement in joint venture arrangements, importance of licenses and permits in the Company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. The Company shall review its anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Proper Oversight and Independence

7. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance codes, policies, and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of stature and autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

8. The Company will implement mechanisms designed to ensure that its anti-corruption compliance codes, policies, and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all

employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements. The Company will conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

9. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-corruption compliance codes, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Internal Reporting and Investigation

10. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or the Company's anti-corruption compliance codes, policies, and procedures.

11. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or the Company's anti-corruption compliance codes, policies, and procedures. The Company will handle the investigations of such

complaints in an effective manner, including routing the complaints to proper personnel, conducting timely and thorough investigations, and following up with appropriate discipline where necessary.

Enforcement and Discipline

12. The Company will implement mechanisms designed to effectively enforce its compliance codes, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's anti-corruption compliance codes, policies, and procedures by the Company's directors, officers, and employees. Such procedures should be applied consistently, fairly and in a manner commensurate with the violation, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance codes, policies, and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Relationships

14. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Company's commitment to abiding by anti-corruption laws, and of the Company's anti-corruption compliance codes, policies, and procedures; and

c. seeking a reciprocal commitment from agents and business partners. The Company will understand and record the business rationale for using a third party in a transaction, and will conduct adequate due diligence with respect to the risks posed by a third-party partner such as a third-party partner's reputations and relationships, if any, with foreign officials. The Company will ensure that contract terms with third parties specifically describe the services to be performed, that the third party is actually performing the described work, and that its compensation is commensurate with the work being provided in that industry and geographical region. The Company will engage in ongoing monitoring of third-party relationships through updated due diligence, training, audits, and/or annual compliance certifications by the third party.

15. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to

compliance with the anti-corruption laws; (b) rights to conduct audits of the books, records, and accounts of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's compliance codes, policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

16. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

17. The Company will ensure that the Company's compliance codes, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraphs 8 and 9 above on the anti-corruption laws and the Company's compliance codes, policies, and procedures regarding anti-corruption laws; and

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring, Testing, and Remediation

18. In order to ensure that its compliance program does not become stale, the Company will conduct periodic reviews and testing of its anti-corruption compliance codes, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting

violations of anti-corruption laws and the Company's anti-corruption codes, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards. The Company will ensure that compliance and control personnel have sufficient direct or indirect access to relevant sources of data to allow for timely and effective monitoring and/or testing of transactions. Based on such review and testing and their analysis of any prior misconduct, the Company will conduct a thoughtful root cause analysis and timely and appropriately remediate to address the root causes.

ATTACHMENT D

COMPLIANCE REPORTING REQUIREMENTS

GOL Linhas Aéreas Inteligentes S.A (the "Company") agrees that it will report to the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the District of Maryland (the "Office") periodically. During the Term, the Company shall review, test, and update its compliance program and internal controls, policies, and procedures described in Attachment C. The Company shall be required to: (i) conduct an initial ("first") review and submit a first report and (ii) conduct and prepare at least two follow-up reviews and reports, as described below. Prior to conducting each review, the Company shall be required to prepare and submit a workplan for the review.

In conducting the reviews, the Company shall undertake the following activities, among others: (a) inspection of relevant documents, including the Company's current policies, procedures, and training materials concerning compliance with the FCPA and other applicable anti-corruption laws; (b) inspection and testing of the Company's systems procedures, and internal controls, including record-keeping and internal audit procedures at sample sites; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and comprehensive testing of the Company's compliance program.

Written Work Plans, Reviews and Reports

a. The Company shall conduct a first review and prepare a first report, followed by at least two follow-up reviews and reports.

b. Within sixty (60) calendar days of the date this Agreement is fully executed, or the Information is filed with the Court, whichever comes later, the Company shall, after

consultation with the Fraud Section and the Office, prepare and submit a written work plan to address the Company's first review. The Fraud Section and the Office shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

c. With respect to each follow-up review and report, after consultation with the Fraud Section and the Office, the Company shall prepare a written work plan within forty-five (45) calendar days of the submission of the prior report, and the Fraud Section and the Office shall provide comments within thirty (30) calendar days after receipt of the written work plan.

d. All written work plans shall identify with reasonable specificity the activities the Company plans to undertake to review and test each element of its compliance program, as described in Attachment C.

e. Any disputes between the Company and the Fraud Section and the Office with respect to any written work plan shall be decided by the Fraud Section and the Office in their sole discretion.

f. No later than one year from the date this Agreement is fully executed, or the Information is filed with the Court, whichever comes later, the Company shall submit to the Fraud Section and the Office a written report setting forth: (1) a complete description of its remediation efforts to date; (2) a complete description of the testing conducted to evaluate the effectiveness of the compliance program and the results of that testing; (3) its proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of the FCPA and other applicable anti-corruption laws]. The report shall be transmitted to:

David Last, Deputy Chief, FCPA Unit
Andrew Gentin, Deputy Chief, CECP Unit
Criminal Division, Fraud Section
U.S. Department of Justice

1400 New York Avenue, NW
Bond Building, Eleventh Floor
Washington, DC 20005

David I. Salem
Assistant United States Attorney
United States Attorney's Office for the District of Maryland
6406 Ivy Lane Suite 800
Greenbelt, MD 20770

The Company may extend the time period for issuance of the first report with prior written approval of the Fraud Section.

Follow-up Reviews and Reports

g. The Company shall undertake at least two follow-up reviews and reports, incorporating the views of the Fraud Section and the Office on the Company's prior reviews and reports, to further monitor and assess whether the Company's compliance program is reasonably designed, implemented, and enforced so that it is effective at deterring and detecting violations of the FCPA and other applicable anti-corruption laws.

h. The first follow-up ("second") review and report shall be completed by no later than one year after the first report is submitted to the Fraud Section and the Office.

i. The second follow-up ("third") report shall be completed and delivered to the Fraud Section and the Office no later than thirty (30) days before the end of the Term.

j. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Fraud Section.

Confidentiality of Submissions

g. Submissions by the Company, including the work plans and reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation, impede pending or

potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the submissions and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the Fraud Section and the Office determine in their sole discretion that disclosure would be in furtherance of the Fraud Section's and the Office's discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Attorney's Office
District of Maryland
Attention: David I. Salem

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 22 of the Deferred Prosecution Agreement ("the Agreement") filed on September ___, 2022 in the United States District Court for the District of Maryland, by and between the United States of America and GOL Linhas Aéreas Inteligentes S.A (the "Company"), that undersigned are aware of the Company's disclosure obligations under Paragraph 6 of the Agreement, and that the Company has disclosed to the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the District of Maryland (collectively, the "Offices") any and all evidence or allegations of conduct required pursuant to Paragraph 6 of the Agreement, which includes evidence or allegations of any violation of the FCPA anti-bribery provisions had the conduct occurred within the jurisdiction of the United States committed by the Company's employees and agents upon any domestic government agency ("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company's compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph

22 and the representations contained in this certification constitute a significant and important component of the Agreement and of the Offices' determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Chief Executive Officer and the Chief Financial Officer of the Company, respectively, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the District of Maryland. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the District of Maryland.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
GOL Linhas Aéreas Inteligentes S.A

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Financial Officer
GOL Linhas Aéreas Inteligentes S.A

ATTACHMENT F

COMPLIANCE CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Attorney's Office
District of Maryland
Attention: David I. Salem

Re: Deferred Prosecution Agreement Compliance Certification

The undersigned certify, pursuant to Paragraph 15 of the Deferred Prosecution Agreement filed on September ___, 2022, in the United States District Court for the District of Maryland by and between the United States of America and GOL Linhas Aéreas Inteligentes S.A (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 12 and 13 of the Agreement, and that, based on a review of the Company's reports submitted to the Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the District of Maryland pursuant to Paragraph 14 of the Agreement, the reports are true, accurate, and complete as of the date they were submitted.

In addition, the undersigned certify that, based on the undersigned's review and understanding of the Company's anti-corruption compliance program, the Company has implemented an anti-corruption compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance program is reasonably designed to detect and prevent violations of the Foreign Corrupt Practices Act and other applicable anti-corruption laws throughout the Company's operations.

The undersigned hereby certify that they are respectively the Chief Executive Officer ("CEO") of the Company and the Chief Compliance Officer ("CCO") of the Company and that

each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the District of Maryland. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the District of Maryland

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
GOL Linhas Aéreas Inteligentes S.A

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Compliance Officer
GOL Linhas Aéreas Inteligentes S.A