

**BRASKEM S.A.**

**National Register of Legal Entities (C.N.P.J.) No. 42.150.391/0001-70  
STATE ENROLLMENT 29300006939**

*A Publicly-Held Company*

**MANAGEMENT PROPOSAL  
FOR THE EXTRAORDINARY GENERAL MEETING OF BRASKEM S.A.  
TO BE HELD ON JULY 28, 2023**

Dear Shareholders,

The Management of Braskem S.A. ("Company" or "Braskem") hereby submits a proposal ("Proposal") in relation to the matters contained in the agenda of Braskem's Extraordinary General Meeting, to be held on July 28, 2023, at 3:00 p.m., in an exclusively digital manner, pursuant to article 5, paragraph 2, item I, and article 28, paragraphs 1, 2 and 3 of Brazilian Securities and Exchange Commission ("CVM") Resolution No. 81, of March 29, 2022 ("CVM Resolution 81"), through digital platform Webex ("Digital Platform" and "Meeting", respectively).

**1. *Approval of the Company's new Long Term Incentive Plan, in accordance with the management***

At the Extraordinary General Meeting held on March 21, 2018 ("2018 ILP EGM"), the Shareholders approved the Company's Restricted Shares Award Plan, a share-based long-term incentive plan establishing the general terms and conditions for the award of shares issued by the Company held in treasury ("Restricted Shares") to certain natural persons who are members of the Company or the companies controlled by it ("Members") including its officers, as defined by the Board of Directors and pursuant to Restricted Shares Award Programs approved from time to time by the Board of Directors ("2018 ILP Plan").

The 2018 ILP Plan became effective on the date of its approval by the 2018 ILP EGM, with a term of five (5) years, therefore ending, for new awards, in 2022.

The Company's Management understands that maintaining a long-term incentive plan is a way to ensure the convergence of interests between Members and shareholders to create value for the Company, and therefore proposes that a new Long-Term Incentive Plan ("2023 ILP Plan") be approved, substantially along the same lines as 2018 ILP Plan.

In line with the 2018 ILP Plan, the ILP 2023 Plan aims to promote: (a) the alignment between the interests of the ILP 2023 Plan participants, on the one hand, and the interests of the Company's

Shareholders; and (b) an incentive for the Participants to remain in the Company or in the companies controlled thereby.

The award of restricted shares by the Company or companies controlled thereby under the ILP 2023 is subject to:

- (i) the voluntary investment, by the participant, of a portion of his or her share in the profits and results of the Company or of the company controlled by the Company ("PLR"), as the case may be, in the acquisition of shares issued by the Company (Owned Shares);
- (ii) the maintenance of the Owned Shares from the acquisition date until the end of the cooling off' period set forth in the 2023 ILT; and
- (iii) the participant's continued employment with the Company or a company controlled by the Company until the end of the cooling off' period of the 2023 ILT, subject to the withdrawal rules set forth in the 2023 ILT.

Information regarding the above items is available in Exhibit I, pursuant to Exhibit B of CVM Resolution 81, and in the ILP 2023 itself in Exhibit II.

**2. Election of one (1) alternate member of the Company's Fiscal Council, replacing the alternate member elected in a separate vote by the minority holders of the Company's preferred shares at the Annual and Extraordinary Shareholders' Meeting held on April 26, 2023**

The Company was informed on May 25, 2023, that, due to force majeure, Ms. Iêda Aparecida de Moura Cagni could not take office as alternate member of the Fiscal Council, to which she was elected in a separate vote by the minority holders of the Company's preferred shares at the Annual and Extraordinary Shareholders' Meeting held on April 26, 2023 ("Annual and Extraordinary Shareholders' Meeting").

Accordingly, considering that, under the terms of article 161, paragraph 1 of Law 6,404 of December 15, 1976 ("Corporation Law") and in accordance with Circular Letter/Annual-2023-CVM/SEP, it is mandatory to have an alternate member for each titular member of the Fiscal Council, the Company's Management submits to the approval of the minority holders of preferred shares the election of an alternate member for the Fiscal Council to replace Ms. Iêda Aparecida Moura Cagni, for the remainder of the current term of office, as alternate member of Mr. Wilfredo João Vicente Gomes, elected at the Extraordinary Shareholders' Meeting. Iêda Aparecida de Moura Cagni, for the remainder of the current term, as alternate to Mr. Wilfredo João Vicente Gomes, elected at the Annual Extraordinary Shareholders' Meeting.

The Management also informs that it received from the shareholder Geração Futuro L. PAR Equity Investment Fund the indication of Mr. Paulo Roberto Bellantani Brandão, Brazilian, married, Lawyer, bearer of identity card RG no. 30. 748.392-7, issued by SSP/SP, enrolled in the CPF/MF under no. 308.840.788- 09, with address at Av. Faria Lima, n. 3015, 9th floor, Jardim Paulista, São Paulo/SP, CEP 0142-000 for the election of the mentioned position of alternate member of the Fiscal Council.

The information and professional experience of Mr. Paulo Roberto Bellantani Brandão, pursuant to article 11, item I of CVM Resolution 81 (items 7.3 to 7.6 of the Reference Form) are available in **Exhibit III**.

Considering that the present matter on the agenda of the Meeting now convened refers to the replacement of one (1) alternate member of the Company's Fiscal Council elected by separate vote, the election will also be held through a separate voting college by the minority holders of preferred shares, as provided in paragraph 4, (a) of article 161 of the Corporation Law.

#### **I. Shareholders' Participation:**

The Meeting will be held exclusively digitally, for which reason the Shareholder's participation can only be:

- (a) via remote voting ballot ("Ballot"), and the detailed instructions regarding the documentation required for remote voting are contained in the Ballot, which can be accessed through the websites of the Company ([www.braskem-ri.com.br](http://www.braskem-ri.com.br)), of CVM ([www.cvm.gov.br](http://www.cvm.gov.br)) and of B3 ([www.b3.com.br](http://www.b3.com.br)); and
- (b) via Digital Platform, in person or through an attorney-in-fact duly appointed pursuant to article 28, paragraphs 2 and 3 of CVM Resolution 81, in which case the Shareholders may:
  - (i) simply take part in the Meeting, whether the Shareholders have sent in the Ballot or not; or
  - (ii) participate and vote at the Meeting, observing that, with regard to the Shareholder that has already sent in the Ballot and that, if it so wishes, votes at the Meeting, all voting instructions received through the Ballot shall be disregarded.

#### **Documents required to access the Digital Platform:**

The Shareholders that wish to participate in the Meeting must send to e-mail address [braskem-ri@braskem.com](mailto:braskem-ri@braskem.com), with a request for receipt confirmation, at least 2 days in advance of the date scheduled for the Meeting, that is, **by July 26, 2023**, the following documents:

- (i) evidence issued by the financial institution depository of the book-entry shares held thereby, proving ownership of the shares at least eight (8) days prior to the Meeting;
- (ii) if the Shareholder (a) is an individual, the Shareholder's identity document; or (b) legal entity, instrument of incorporation, bylaws or articles of incorporation, minutes of election of the Board of Directors (if any) and minutes of election of the Executive Office that prove the powers of representation;

- (iii) if the Shareholder is an investment fund, the fund rules with the information referred to above, pertaining to its administrator or manager, according to the representation rules foreseen in the fund's regulation;
- (iv) additionally, in case the Shareholder (individual, legal entity, or investment fund) is represented by an attorney-in-fact, (a) the respective power of attorney, granted in compliance with article 126, paragraph 1, of the Brazilian Corporations Law; and (b) identity document of the attorney; and
- (v) with respect to Shareholders participating in the fungible custody of registered shares, a statement with the respective equity interest, issued by the entity with authority.

Pursuant to article 6, paragraph 3, of CVM Resolution 81, access to the Digital Platform shall be forbidden to Shareholders that do not submit the required participation documents within the deadline set forth herein.

The Company explains that, exceptionally for this Meeting, the Company shall waive the sending of the physical counterparts a of the Shareholders' representation documents to the Company's offices, as well as the certification of the authenticity of the grantor's signature on the power of attorney for representation of the Shareholder, the notarization, the consularization, the annotation and the sworn translation of all of the Shareholder's representation documents, sufficing to send a simple copy of the original counterparts of said documents to the Company's e-mail stated above.

The Company does not accept powers of attorney granted by Shareholders through electronic means (i.e., digitally signed powers of attorney without any digital certification).

Below we describe detailed information about the deadlines and procedures for participating in the Meeting:

(a) Remote Voting Ballot: the Company shall adopt the remote voting system pursuant to CVM Resolution 81, allowing its shareholders to send their votes: (i) through their respective custody agents; (ii) through the bookkeeping agent of the Company's shares (Itaú Corretora de Valores S.A.), located at Avenida Brigadeiro Faria Lima, 3.500, 3º andar, in the City of São Paulo, CEP 04538-132, shareholders assistance through phone numbers 3003-9285 (capital and metropolitan areas); or 0800 7209285 (other locations), or through the website <https://www.itaub.com.br/investmentservices/assembleia-digital/>; or (iii) directly to the Company: (iii.1) physically, by sending it to the office located at Rua Lemos Monteiro, 120, 24º andar, City of São Paulo, State of São Paulo, CEP 05501-050; or (iii.2) electronically, to e-mail [braskem-ri@braskem.com](mailto:braskem-ri@braskem.com), with a request for confirmation of receipt, in accordance with the guidelines contained in the Ballot itself.

(b) Digital Platform: the Shareholders that wish to take part in the Meeting must send the request to the Company through e-mail [braskem-ri@braskem.com](mailto:braskem-ri@braskem.com), with a request for receipt confirmation, at

least 2 days in advance of the date set for the Meeting to be held, that is, **by July 26, 2023**, which must also be properly accompanied by all of the Shareholder's documents for participation in the Meeting (as detailed above, in the Meeting Call Notice and in the Manual to Participate in the Meeting), **noting that access to the Digital Platform shall be forbidden for shareholders that do not submit the necessary participation documents within the deadline set herein, pursuant to article 6, paragraph 3, of CVM Resolution 81.**

The Company shall send the individual invitations to access the Digital Platform and the respective instructions to access the Digital Platform to the Shareholders that have submitted their requests within the deadline and under the conditions above, as already stated in the Manual to Participate in the Meeting.

The Shareholder that participates through the Digital Platform shall be deemed present at the Meeting and may exercise its voting rights and sign the respective Meeting Minutes, pursuant to article 47, paragraph 1, of CVM Resolution 81.

If the Shareholder that has properly requested to participate does not receive from the Company the e-mail with the instructions for access and participation in the Meeting at least 24 hours in advance of its holding (that is, by 3:00 p.m. of July 27, 2023), it shall get in touch with the Company through phone numbers +55 (11) 3576-9531 – in any event, before 12:00 p.m. of July 28, 2023, so that its respective access instructions are resent (or provided over the phone).

The Company shall provide technical support in case the Shareholders have any problems participating in the Meeting. However, the Company takes no responsibility for any operational or connection issues the Shareholder may face, nor for any other possible matters not related to the Company, which may hinder or prevent the Shareholder from participating in and voting at the Meeting.

The Company also recommends that the Shareholders become familiar with the use thereof beforehand, as well as that they ensure the compatibility of their electronic devices with the use of the platform (by video and audio).

Additionally, the Company asks the Shareholders to, on the day of the Meeting, access the Webex Digital Platform at least 15 minutes before the time scheduled for the Meeting to start, to enable access validation and participation of all Shareholders using it.

Finally, all the exhibits are detailed in this Proposal in accordance with the laws and regulations.

**The Management**

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**MANAGEMENT PROPOSAL  
FOR THE EXTRAORDINARY GENERAL MEETING OF BRASKEM S.A.  
TO BE HELD ON JULY 28, 2023**

**EXHIBIT I**

(As per Exhibit B of CVM Resolution 81/22)

**SHARE-BASED COMPENSATION PLAN****1. Provide a copy of the proposed plan**

A copy of the proposed plan is attached as Exhibit II to the Management Proposal.

**2. Inform the main characteristics of the proposed plan, identifying:****a. Potential beneficiaries**

The individuals who work and are part of the Company or the companies controlled thereby, including the Officers and professionals of any nature ("Members"), may be indicated to participate in Braskem's Restricted Share Award Plan ("Plan"). The Board of Directors shall define, among the Members, those who may participate in each annual restricted share award program (respectively, "Program" and "Eligible Persons").

The Eligible Persons shall express their desire to adhere to the Plan and to the respective Program, as applicable, upon the execution of the respective Award Agreement, then being referred to as "Participants".

**b. Maximum number of options to be awarded**

Not applicable, since share options shall not be awarded as a result of the Plan.

**c. Maximum number of shares covered by the plan**

The maximum number of Restricted Shares (as defined below) covered by the Plan may not exceed 1.5% of the total capital stock of the Company on the date of approval of the Plan by the General Meeting of the Company, which may be adjusted in cases of change in the number, kind and class of shares of the Company as a result of bonuses, splits, reverse splits or conversion of shares of one kind or class into another or conversion into shares of other securities issued by the Company.

If the percentage of shares set above is not sufficient to satisfy the transfer of Restricted Shares, the amount of excess Restricted Shares will be paid by the Company and/or its controlled companies in cash, considering the equivalent amount in currency of the respective locality of operation of the Participant.

**d. Acquisition conditions**

The rules of the Plan determine that, annually, the Board of Directors of the Company and the governance bodies of its controlled companies, when applicable, may approve the award of restricted class "A" preferred shares (BRKM5) (or certificates representing such shares) ("Restricted Shares"), in the context of each Program, determining the Eligible Persons in favor of which Restricted Shares may be awarded under the Plan and the respective Program.

The award of the Restricted Shares ("consideration") shall be conditioned (i) to the voluntary investment of the Participants' own funds to acquire owned shares (or certificates representing such shares) ("Owned Shares"), and the Eligible Persons may voluntarily invest, with their own funds, the minimum amount of 10% and the maximum amount of 20% of the gross amount of their short-term planned incentive related to the annual profit sharing program ("PLR") for the year immediately before the conclusion of the respective Award Agreement; and (ii) the verification of the requirements established in Clause 7.1 of the Plan.

Under Clause 7.1 of the Plan, without prejudice to other conditions established in the Programs and respective Award Agreements, the Participants' rights in relation to Restricted Shares, especially the right to ownership of such shares, shall only be fully acquired if the Participants (i) remain continuously bound as Members of the Company or of companies controlled by the Company throughout the Cooling off' Period, and cumulatively, (ii) keep, under their uninterrupted ownership, the Own Shares from the acquisition date until the end of the Cooling off' Period, subject to the rules relating to the events of withdrawal from the Company, as provided in the Plan and respective Award Agreements.

The goal of the Plan is to award two (2) Restricted Shares to one (1) Own Share. However, the Board of Directors may define, as an exception and with a justification, to each Program, a different multiple





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of Restricted Shares to be transferred to each Own Share under the terms and conditions of the applicable Award Agreement, observing the minimum of one (1) Restricted Share and the maximum of three (3) Restricted Shares to each Own Share. The number shall be defined at the exclusive discretion of the Board of Directors from the analysis of the following indicators: (a) the performance of the Company in the financial year immediately before the execution of the Award Agreement; (b) the expected challenge level to the Company in the next three (3) years after the approval of each Program; and (c) the amount of the Restricted Shares traded at B3 on the date of approval of each Program.

**e. Detailed criteria for setting strike price**

The Plan has, among others, the purpose of awarding shares issued by the Company to the Participants, subject to the terms and conditions set forth in the Plan, among them the acquisition of Owned Shares and the uninterrupted ownership of such shares during the Cooling off' Period. Subject to compliance with the terms and conditions set forth in the Plan, in the Programs and in the respective Agreement, the ownership of the shares will be transmitted to the Participant, according to the terms and conditions set forth in the respective Program and/or Award Agreement.

Therefore, this is not a stock option, as per article 168, paragraph 3 of Law 6,404/76, but an incentive based on the delivery of Restricted Shares to the Participants.

In case of payment to the Participants, in place of the Restricted Shares, of an amount equivalent to the Restricted Shares awarded, in currency of the respective location where the Participant operates, in the cases provided for in the Plan, the criteria applicable in each case will be considered for determining the amount due, as indicated below.

As a general rule, the reference price of the Restricted Shares that the Company shall award shall be the market quotation value of the Restricted Shares in the location where each Participant would receive the Restricted Shares, as stated in the Award Agreement, on the first (1st) business day (a.i) immediately after the end of the Cooling off' Period or (a.ii) the fifteenth (15th) business day immediately preceding the date of the respective Withdrawal, or, if there is no trading of Restricted Shares in the location of the Participant, the quoted value of such Restricted Shares in B3, on the same dates provided above, as the case may be, converted to the currency of the Participant's location ("Reference Price").

In the event of Transfer of Control of the Company (as defined in the Plan), the Company may, by decision of the Business Leader of Braskem ("LN-Braskem"), choose to (i) deliver the Restricted Shares to which the Participant is entitled or (ii) make the payment in cash in place of Restricted Shares considering the same price per share paid by the acquirer of control to the seller(s) in the respective transaction, net of taxes eventually incurred, which shall be duly withheld and collected by the paying



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source.

In the event of corporate reorganization that results in a substantial reduction in the value or liquidity of the Restricted Shares compared to the price and average volume traded in the six (6) months prior to the date of corporate reorganization (“Corporate Reorganization”), the amount to be paid for the Restricted Shares awarded shall be determined considering the weighted average quotation value of the class “A” preferred shares issued by the Company traded at B3 under the code BRKM5 or of the deposit certificates of securities representing BRKM5 shares issued by the Company traded abroad (or any other type or class of shares issued by the Company in which such BRKM5 shares shall be converted or which shall succeed them) in the location where the Participant would receive the Restricted Shares, in the three (3) months prior to the announcement of the Corporate Reorganization, net of any taxes, which shall be duly withheld and collected by the paying source. It will be up to the Board of Directors of the Company to assess the case and define the occurrence or not of substantial reduction in the value or liquidity of the Restricted Shares that would entitle to the anticipation of Restricted Shares and payment provided for in the respective clause.

In the event of closing of the Company's capital, the amount to be paid for the Restricted Shares granted will be determined considering the price per share for the purposes of the tender offer, net of any taxes, which will be duly withheld and collected by the paying source.

**f. Criteria to establish the exercise deadline**

The Waiting Period shall be three (3) years from the date of execution of the Award Agreement.

During the Cooling off' Period, the Participant shall remain connected to the Company or to the companies controlled thereby, maintaining the uninterrupted ownership of their Owned Shares in order to be entitled to the transfer of the Restricted Shares by the Company or by the companies controlled thereby under the terms and conditions established in this Plan, in the respective Program and in the Award Agreement, observing the rules related to the situations of dismissal from the Company, as set forth in the Plan, in each Program and respective Award Agreements.

For the Plan's operationalization and control purposes, the Company may request directly from its bookkeeping agent, brokerage house or equivalent abroad, as applicable and provided that this is possible in the Participant's location, the blocking of the Owned Shares, exclusively during the Cooling off' period.

**g. Form of liquidation of the options**

As mentioned, the Plan has the purpose of awarding the Participants an opportunity to receive

Restricted Shares by means of, among other conditions, the voluntary investment of own financial resources in the acquisition and maintenance, from the acquisition date until the end of the Cooling off' Period, of Owned Shares, acquired by the Participant. It shall be up to the Board of Directors to define, at its sole discretion, each Program, the amount of Restricted Shares to be transferred for each owned shares, subject to the target of two (2) Restricted Shares for each one (1) Owned Share, and may, exceptionally and justified, define different multiple, subject to the minimum of one (1) Restricted Share and the maximum of three (3) Restricted Shares for each Owned Share. Any operating costs necessary to transfer the ownership of Restricted Shares to the Participants will be assumed by Braskem.

At the discretion of the Company, by decision of the LN-Braskem, it and/or the companies controlled by it will have the option to pay the Participants, in place of the Restricted Shares, the amount equivalent to the Restricted Shares awarded, in currency of the respective location of operation of the Participant, considering the Reference Price of the Restricted Shares, as described in item "e" above, net of taxes eventually incurred, which will be duly withheld and collected by the paying source, observed the equity among the Participants of a same location.

**h. Criteria and events that, when verified, will entail the suspension, alteration or termination of the plan**

The Plan shall become effective on the date of its approval by the Company's General Meeting and shall remain effective until the delivery of Restricted Shares awarded through the Award Agreements entered into in the fifth (5th) year of the Plan.

The Board of Directors and/or the governance bodies of the companies controlled by the Company may, at its sole discretion, establish different rules whenever it deems that the corporate interests will be better served by such measure or as necessary to comply with other applicable laws or bear the taxes levied.

In the event of (i) Transfer of Control of the Company (as defined in the Plan), (ii) closing of the Company's capital, or (iii) Corporate Reorganization the Participants shall be entitled to receive, in place of Restricted Shares, within thirty (30) days from the occurrence of the respective event, the amount determined as follows, as the case may be, regardless of the requirements set forth in Section 7.1, so that such rights shall be automatically anticipated. In these cases, the amount to be paid for the Restricted Shares awarded will be determined according to the criteria described in item "e" above.

The Plan also establishes that, in the event of change to the number, nature or class of shares of the Company as a result of bonus, splitting, reverse split, or conversion of shares into another nature or class, or conversion of other securities issued by the Company into shares, the Company's Board of Directors shall assess the need to make adjustments to the Programs and the Plan in order to avoid

distortions and losses to the Company and the companies controlled thereby or to the Participants.

Moreover, any relevant legal amendment to the rules of the joint-stock companies, to the publicly-held companies, to the labor laws and/or the tax effects of a restricted share award plan in any of the jurisdictions where it will be implemented may lead to full revision of the Plan, in order to ensure compliance with the applicable laws.

### **3. Justify the proposed plan, explaining:**

#### **a. The major objectives of the plan**

The purpose of the Plan is to award the Participants an opportunity to receive Restricted Shares through, among other conditions, the voluntary investment of their own financial resources in the acquisition and maintenance, from the acquisition date until the end of the Cooling off' Period, of Owned Shares under their account and risk, in order to promote: (a) the alignment between the interests of the Participants, on the one hand, and the interests of the Company and its shareholders, on the other hand; and (b) an incentive for the Participants to remain in the Company or in the companies controlled thereby.

#### **b. How the plan contributes toward the achievement of these objectives**

The Plan is an important component to ensure the total compensation strategy, ensuring competitiveness in the market, and, at the same time, maintaining the involvement and commitment of the members-participants with the Company and the challenges of the petrochemical cycles.

In that sense, the implementation of the Plan contributes to ensure the convergence of interests between Members and shareholders for the creation of value to the Company.

#### **c. How the plan fits in the Company's compensation policy**

The Plan is one of the components of the compensation package.

One of the concepts defined in the Company's Compensation Policy is that the compensation is defined based on the capacity of the members to generate and exceed the results, with the sharing of part of these results with the members responsible for its generation. In that sense, the Plan is an important component of variable compensation to supplement and ensure the total compensation strategy, seeking long-term results for the Company by making their shares valuable and acting as a strong component in the retention of the members and participants.

#### **d. How the plan aligns the interests of the beneficiaries and the company on the short-,**

## medium- and long-terms;

The implementation of the Plan is a way to ensure the convergence of interest between members and shareholders for the creation of value on the short-, medium- and long- terms for the Company. Through the Plan, leaders and subordinates assume the commitment to achieve and exceed the planned results and to share part of these results with the members responsible for its generation.

The Cooling off' period set forth in the Plan, during which the Restricted Shares are not transferred to the Participant, favors the retention of the Participants during such period.

#### **4. To estimate the company's expenses arising from the plan, according to the accounting rules that address this matter**

The amounts of expenses related to the Plan, which is valid for 5 years, will be calculated annually after the approval of each Program by the Company's Board of Directors, in which the multiple of concession for that year according to the goal and the minimum and maximum values described here will be deliberated, and also according to the level of adhesion of the Participants to each Program.

Based on the Braskem BRKM5 share price of BRL 28,64 on June 26, 2023, the expenses related to the Plan are estimated at a maximum of one hundred nineteen million, one hundred eight thousand, two hundred twenty-three reais (BRL 119,108,223) per year, already considering the charges, which represents an average annual award of up to four million, one hundred and fifty-eight thousand, eight hundred and seven (4,158,807) shares.

It is important to point out that the maximum number of Restricted Shares to be awarded under the Plan is limited to eleven million, nine hundred and fifty-eight thousand, one hundred and seventeen (11,958,117), representing 1.5% of the Company's total capital stock on the date the Plan is approved by the Company's General Meeting.

If the percentage of shares set forth above is not sufficient to satisfy the transfer of Restricted Shares under the Plan, the amount of excess Restricted Shares shall be paid by the Company and/or its controlled companies in cash, considering the equivalent amount in currency of the respective locality of operation of the Participant, without prejudice to the other cases of cash payment provided for in the Plan.

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**BRASKEM S.A.**

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**MANAGEMENT PROPOSAL  
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TO BE HELD ON JULY 28, 2023**

**EXHIBIT II**

**RESTRICTED SHARE AWARD PLAN**



**RESTRICTED SHARE AWARD PLAN**

**OF**

**BRASKEM S.A.**

**approved by the Extraordinary Shareholders Meeting held on July 28, 2023**

## RESTRICTED SHARE AWARD PLAN

This Restricted Share Award Plan is governed by the following provisions and the applicable laws.

### 1. Definitions

1.1. The capitalized terms below shall have the following meanings ascribed thereto:

“Agreed Retirement” means retirement of the Participant mutually agreed by the respective Participant and the Company or its subsidiaries.

“Acquisition Period” means the period established in the Award Agreement for acquisition of the Owned Shares by the Participants on each Program.

“Award Agreements” means the private instruments of Restricted Share Awards entered into between the Company or its subsidiaries and Participants, under which the Company or its subsidiaries shall award Restricted Shares to the Participants.

“B3” means B3 S.A. – Brasil, Bolsa, Balcão.

“Board of Directors” means the Company's Board of Directors.

“Company” means Braskem S.A., a joint-stock corporation with registered office at Rua Eteno, nº 1561, CEP 42810-000, in the City of Camaçari, State of Bahia, enrolled in the National Register of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. 42.150.391/0001-70 and State Registration (NIRE) No. 29.300.006.939.

“Transfer of control” means a change in the Company’s controlling interest, on any account, directly or indirectly, including, without limitation, by means of a transfer or acquisition of voting shares, subscription rights and/or securities convertible to (or exchangeable for) voting shares, by means of agreements, such as usufruct or shareholder agreements, or, also, as a result of a consolidation, spin-off, merger, share merger or any other type of corporate reorganization, of the Company or in its parent company, in one or more private or public transactions, provided that, in any case, it results in the direct or indirect transfer of control of the Company, excluding situations of mere sharing of control and dispersion of control.

“Eligible Persons” means the Team Members approved by the Board of Directors to take part in each Program.

“Barred Participants” means the Participants prevented, under any law or regulation, from acquiring Owned Shares, as well as Participants that have not received their PLR for the year immediately prior to the execution of the Award Agreement.

“Firm Investment Intention Amount” has the meaning attributed in Clause 5.4.1 of this Plan.



"LN-Braskem": means Braskem's global Business Leader, known in Brazil as LN-Braskem and abroad as Braskem's Chief Executive Officer (CEO).

"Lock-up of the Owned Shares" means, if possible at the Participant's location, the restriction on the sale of Owned Shares related to a given Program, registered with the bookkeeping agent or brokerage house, or equivalent environment abroad, solely and exclusively during the Vesting Period and for purposes of operation and control of the Plan.

"Owned Shares" means the shares issued by the Company, traded on the B3 under the ticker BRKM5 and/or depositary receipts representing the BRKM5 shares issued by the Company, traded abroad (or any other types or classes of shares issued by the Company into which such BRKM5 shares are converted or that comes to replace them, provided that they are identical to the Restricted Shares), acquired by the Participants, at their own expense, from the stock exchanges where such shares are traded, within the Acquisition Period, excluding fractions of shares.

"Participants" means the Eligible Persons that stated their desire to participate in this Plan and the respective Program by executing the respective Award Agreement to whom the Company or its subsidiaries shall award the Restricted Shares.

"Plan" means this Restricted Share Award Plan.

"PLR" means the short-term incentive pursuant to the annual profit sharing program (*participação nos lucros e resultados - PLR*).

"Program(s)" means the Restricted Share award programs that may be created, approved and/or cancelled by the Board of Directors and by the governing bodies of the Company's subsidiaries, as applicable, which must observe the terms and conditions of this Plan.

"Reference Price of the Restricted Shares" means the quoted price of each Restricted Share, in the location where a Participant would receive the Restricted Shares, as established in the Award Agreement, on the first business day (a.i) immediately after the end of the Vesting Period, or (a.ii) the 15th (fifteenth) business day immediately preceding the date of the respective Termination, or, if the Restricted Shares are not traded in the Participant's location, it means the quoted price of the Restricted Shares on B3 on the same dates as above, as the case may be, converted into the currency of the Participant's location.

"Restricted Shares" means the shares issued by the Company, traded on the B3 under the ticker BRKM5 and/or depositary receipts representing the BRKM5 shares issued by the Company, traded abroad (or any other types or classes of shares issued by the Company to which such BRKM5 shares are converted or that comes to replace them, provided that they have a liquidity rate equal to or greater than the BRKM5 shares and/or certificates of deposit of securities representing such shares traded abroad, as determined by the Board of Directors on the date of approval of each Program), as applicable, held in treasury and transferred to the Participants by the Company or its subsidiaries

after fulfillment of the conditions for their transfer, in accordance with the rules of this Plan, the Programs and the respective Share Award Agreements.

"Team Members" means all persons legally employed by the Company or its subsidiaries, including officers and professionals of any kind.

"Termination" means the end of the employment relationship between a Participant and the Company or its subsidiaries, for any reason, including resignation, removal, substitution or expiry of the term of office without re-election to the position of manager and/or the creation of an employment relationship with the Company, voluntary termination or dismissal with or without cause by the Company, retirement, permanent disability or death.

"Vesting Period" means the period during which the Participant must remain employed by the Company or its subsidiaries and retain beneficial ownership of his or her Owned Shares to be eligible for the transfer of Restricted Shares by the Company or its subsidiaries pursuant to the terms and conditions established in this Plan, in the respective Program and in the Award Agreement. The Vesting Period shall be of three (3) years from the execution date of the Award Agreement.

"Vice President" means any officer of the Company, whether statutory or not, who, according to Braskem's macro-structure, is directly led by LN-Braskem.

## 2. Objectives of the Plan

2.1. The objective of the Plan is to award an opportunity to the Participants to receive Restricted Shares upon, among other conditions, the voluntary investment of personal funds in the acquisition and maintenance of Owned Shares from the date of their acquisition until the end of the Vesting Period at their own risk, in order to promote: (a) alignment between the interests of the Participants and that of the shareholders of the Company and its subsidiaries; and (b) incentive for the Participants to remain employed by the Company or its subsidiaries.

2.2. As a commercial agreement for investment in shares, the acquisition of Owned Shares and fulfillment of the conditions necessary for Participants to receive Restricted Shares after the Vesting Period are voluntary acts and involve typical risks of loss of the investment made by the Participants in the Owned Shares. Accordingly, the Participant must expressly agree to this condition, in writing or through electronic means, upon signing the Award Agreement.

## 3. Participants

3.1. In each Program, the Eligible Persons may voluntarily opt to participate in the Program upon execution of the respective Award Agreements, thus becoming Participants.

#### 4. Management of the Plan

4.1. The Plan and its Programs shall be managed by the Board of Directors, subject to the provision of item 4.2 above.

4.2. Subject to the general conditions of the Plan and the guidelines fixed by the Company's Shareholders Meeting, the Board of Directors shall, to the extent permitted by law and the Company's Bylaws, have full powers to take all measures required and convenient for managing the Plan and its Programs, including:

- (a) to approve the Eligible Persons, and authorize the award of Restricted Shares to them, under the terms and conditions set forth in an Award Agreement;
- (b) to authorize the disposal/granting of treasury shares to satisfy the delivery of the Restricted Shares under the Plan, the applicable Award Agreement, and applicable laws and regulations;
- (c) make decisions related to the management or execution of this Plan, including those authorized or reserved by this Plan to the discretion of the Company, except in those cases in which this Plan expressly provides for the competence of another instance or position in the Company;
- (d) to take other measures necessary for the management of this Plan and the Programs, including guidance for the Executive Board for proper implementation of the Plan;
- (e) to propose any amendments to this Plan and, if necessary, submit them for approval in an Extraordinary Shareholders Meeting; and
- (f) to create Programs and define the number of Restricted Shares offered under each Program, observing the percentage set forth in Clause 6.1 below.

4.3. Subject to the general conditions of the Plan and the guidelines set by the Shareholders Meeting of the Company, the resolutions of the Board of Directors are binding upon the Company and its subsidiaries in relation to the matters connected to the Plan and its Programs.

#### 5. Restricted Share Awards

5.1. The Company's Board of Directors and the governing bodies of the Company's subsidiaries, when applicable, may annually approve a Program for the award of Restricted Shares, in which

case they must determine the Eligible Persons to whom Restricted Shares may be awarded under this Plan and the respective Program.

**5.2.** The Eligible Persons may participate in, and be eligible to Restricted Shares awarded under, one or more Programs simultaneously, based on the criteria defined in each Program.

**5.3.** The award of Restricted Shares shall be formalized upon the execution of Award Agreements between the Company or its subsidiaries and the Participants, which shall specify, without prejudice to other conditions determined by the Board of Directors and the governing bodies of the Company's subsidiaries, when applicable, the number of Restricted Shares subject to award, as well as the terms and conditions of the vesting of rights related to the Restricted Shares.

**5.3.1.** The Company may transfer its treasury shares or certificates to its subsidiaries exclusively for compliance with the Plan, subject to the applicable legislation and regulations.

**5.4.** The awarding of Restricted Shares shall be subject to (i) the voluntary investment of Participant's own financial resources for acquisition of Owned Shares, as provided in Clauses 5.4.1 to 5.4.3 below and considering Clause 8.6 below; and (ii) fulfillment of the requirements established in Clause 7.1 below.

**5.4.1.** The Eligible Persons may voluntarily invest their own financial resources, corresponding to at least 10% and at most 20% of the gross value of their planned PLR in the year immediately preceding the execution of the Award Agreement ("Firm Investment Intent Amount"), in the acquisition of Owned Shares, and should, in case they choose to participate in a certain Program, express the Firm Investment Intent Amount by means of the execution of the Award Agreement, subject to such limits.

**5.4.2.** Once a Participant has expressed their desire to adhere to this Plan and the respective Program and the applicable Share Award Agreement has been signed, the Participant must substantiate the investment, under Clause 5.4.1, agreed upon in the Award Agreement and the lawful ownership of the Owned Shares acquired during the Acquisition Period by submitting to the Company a statement issued by the custodian agent confirming the acquisition and ownership of the Owned Shares, subject to Clause 5.4.3 below.

**5.4.2.1.** The Acquisition Period to be set in the Award Agreement shall be suspended in the event of any legal or regulatory impediment to the acquisition of the Owned Shares by a given Participant.

**5.4.3.** The Company may, for the purposes of managing this Plan, retain a brokerage firm, which shall be used by the Participants to acquire Owned Shares and maintain them under their ongoing ownership from the date of their acquisition to the end of the Vesting Period. If no brokerage firm has been engaged by the Company at a Participant's location, said

Participant shall prove lawful and ongoing ownership of the Owned Shares from the date of their acquisition to the end of the Vesting Period by submitting the documents requested by the Company or its subsidiaries.

**5.4.4.** For the Plan's operationalization and control purposes, the Company may request directly from its bookkeeping agent, brokerage house or equivalent abroad, as applicable, the Lock-up of the Owned Shares, exclusively during the Vesting Period.

**5.4.4.1.** The Lock-up of the Owned Shares may be revoked at any time upon simple request by the Participant directly to the bookkeeping agent to enable the sale of his/her Owned Shares, with due regard for the procedures and deadlines established by the bookkeeping agent. If a Participant chooses to revoke the Lock-up of the Owned Shares and effectively ceases to hold, at any time during the Vesting Period, uninterrupted ownership of his or her Owned Shares, in whole or in part, the Participant will not have satisfied the condition set forth in Clause 7. 1 (ii) below and, therefore, shall lose any and all rights to receive any Restricted Shares under this Plan, any Program and Award Agreement, which shall automatically terminate by operation of law, regardless of prior notice or notification, and without any right to compensation to the Participant.

**5.5.** The goal of the Plan is to award for each one (1) Owned Share two (2) Restricted Shares. However, the Board of Directors may define, in an exceptional and justified manner, for each Program, a different multiple of Restricted Shares to be transferred for each Owned Share, pursuant to the terms and conditions of the applicable Award Agreement, considering the minimum of one (1) Restricted Share and the maximum of three (3) Restricted Shares for each one (1) Owned Share, based on an analysis of the following factors: (a) the Company's performance during the fiscal year immediately preceding the execution of the Award Agreement; (b) the level of challenge expected by the Company for the three fiscal years following the approval of each Program; and (c) the quoted price of the Restricted Shares traded on the B3 on the approval date of each Program.

**5.5.1.** In the case of Barred Participants, the number of Restricted Shares to be awarded to them shall be calculated by multiplying (i) the multiple defined in item 5.5 above by (ii) the Firm Investment Intention Amount of said Participant divided by the weighted average price [by volume], which must include the brokerage fee and other charges, if any, paid for the acquisition of Owned Shares by the other Participants, excluding the Barred Participants.

**5.5.2.** The weighted average price mentioned in item 5.5.1 above shall be calculated based on (i) the weighted average price of Owned Shares acquired by the other Participants as shares issued by the Company traded on the B3 under the ticker BRKM5 (in BRL – Brazilian real), in the case of Barred Participants that acquired Owned Shares as BRKM5 preferred shares traded on the B3, and (ii) on the weighted average price of Owned Shares acquired by the Other Participants as depositary receipts representing BRKM5 shares issued by the

Company traded abroad (in USD – U.S. dollar), in the case of Barred Participants that acquired Owned Shares as depositary receipts representing BRKM5 shares.

**5.6.** The transfer of the Restricted Shares to the Participants shall only take place upon the satisfaction of the conditions and terms set forth in this Plan, in the Programs and in the Award Agreements, such that the execution of an Award Agreement and the award of Restricted Shares neither ensure the Participants any rights to the Restricted Shares nor represent guarantee of their receipt.

**5.7.** Until ownership of Restricted Shares is effectively transferred to Participants, under the terms of this Plan, the respective Programs and Award Agreements, the Participants shall have no shareholder rights or privileges in relation to such Restricted Shares, especially the right to vote or receive dividends or interest on equity in relation to the Restricted Shares.

**5.8.** The Award Agreements shall be individually executed by each Participant, provided that the terms and conditions defined in this Plan and in the respective Program are complied with.

## **6. Shares Subject to the Plan**

**6.1.** The Participants may be awarded shares and/or depositary receipts representing shares issued by the Company and traded abroad, representing at most one and a half percent (1.5%) of the Company's capital stock on the date of approval of this Plan by the Shareholders Meeting, which may be adjusted under Clause 10.2 of this Plan, subject to the applicable legal and regulatory provisions.

**6.1.1.** If the percentage of shares set forth above is not sufficient to satisfy the transfer of Restricted Shares under this Plan, the amount of excess Restricted Shares shall be paid by the Company in cash, considering the equivalent amount in currency of the respective locality of operation of the Participant, without prejudice to the other cases of cash payment provided for in this Plan.

**6.2.** With the purpose of consummating the award of Restricted Shares, the Company or its subsidiaries shall, subject to applicable laws and regulations, transfer the Restricted Shares to the Participants by means of a private transaction pursuant to the terms and conditions of the applicable Award Agreement.

**6.3.** The Restricted Shares shall maintain all rights pertaining to their class.

**6.4.** The Participants shall undertake, under the Award Agreements, to comply with the applicable legislation and the other policies of the Company when trading their Owned Shares and Restricted Shares.

## 7. Vesting of Rights Related to the Restricted Shares

**7.1.** Without prejudice to other conditions set forth in the Programs and respective Award Agreements, the rights of the Participants pertaining to the Restricted Shares, especially the right to own such shares, shall only be fully vested if the Participants, (i) continuously remain Team Members of the Company or its subsidiaries for the entire Vesting Period and, cumulatively, (ii) maintain ongoing ownership of the Owned Shares from the date of their acquisition until the end of the Vesting Period.

**7.2.** The number of Restricted Shares to which the Participants shall be entitled shall be reduced in the amount equal to the value of the taxes levied and payable by the Participant, which must be withheld pursuant to applicable legislation. In cases where the payment is made in cash, under this Plan, will be due the amount equivalent to the Restricted Shares due, in currency of the respective locality of operation of the Participant, net of taxes that may apply, which will be withheld and collected by the paying source.

**7.3.** Once the conditions set forth in Clauses 7.1 above and in the applicable Award Agreement are fulfilled and the requirements set forth in law and regulations are observed, the Company or its subsidiaries shall transfer, through a private transaction, to the Participants' names within thirty (30) days from the end of the Vesting Period, the number of Restricted Shares to which the Participants are entitled, subject to the provisions of Clauses 5.5.1 and 7.2 above. Except for taxes to be withheld, as determined by Clause 7.2 above, the Company and/or its subsidiaries, as the case may be, shall bear any costs incurred to transfer such Restricted Shares to the Participants.

**7.3.1.** At the Company's discretion, by decision of LN-Braskem, the Company and/or its subsidiaries may pay to the Participants, in the location of the Restricted Shares, within thirty (30) days from the end of the Vesting Period, the amount equal to the awarded Restricted Shares in the currency of the Participant's respective location, considering the Reference Price of the Restricted Shares, net of any applicable taxes, which will be duly withheld and paid by the payer with due regard for equity among Participants from the same location.

**7.4.** In addition to the provisions of Clause 8 of this Plan, the right to receive the Restricted Shares under this Plan, the respective Program and the applicable Award Agreement shall automatically terminate, with no right to indemnification, ceasing in all its effects, if the Company is wound up, liquidated or adjudicated bankrupt.

## 8. Events of Termination and their Effects

**8.1.** In the event of Termination of a Participant (i) upon dismissal for cause or removal from office due to a violation of their management duties and responsibilities, (ii) upon request from the Participant or (iii) any event of retirement that is not an Agreed Retirement, the Participant shall lose any and all rights connected to the Restricted Shares under this Plan, any Program and Award Agreement, which shall be automatically terminated on the Termination date, by operation

of law, regardless of prior notice or notification and with no right of indemnification to the Participants, except for the Restricted Shares already acquired by the actual Termination date, under the terms of Clause 7.1 above, even if they have not yet been transferred by the Company or any of its subsidiaries.

**8.2.** In the event of Termination of a Participant due to (i) dismissal by the Company and/or its Subsidiaries without cause, except in the case of Clause 8.2.1 below, the Participant shall be entitled to receive (a) the Restricted Shares whose acquisition rights have already been vested by the Participants under Clause 7.1 above, even if the Restricted Shares have not been effectively transferred by the Company or its subsidiary, and (b) a pro rata number of the Restricted Shares whose acquisition rights have not yet been vested by the Participants, pursuant to Clause 7.1 above, considering, for said pro rata calculation, the number of complete months for which said Participant worked for the Company or any of its subsidiaries in relation to the number of months in the Vesting Period, with the remaining Restricted Shares being automatically terminated on the Termination date, by operation of law, regardless of prior notice or warning, and with no right whatsoever of indemnification to the Participants. The delivery of the Restricted Shares to the Participant shall be made within thirty (30) days from the Termination date.

**8.2.1.** In the event of Termination of a Participant that is LN-Braskem or a Vice President, by decision of the Company, unless by dismissal for cause or removal from office for violating the duties and responsibilities of an administrator, such Participant shall be entitled to receive the full amount of Restricted Shares regardless of whether the requirements set out in Section 7.1 above have been observed. In this case, the delivery of Restricted Shares to the Participant shall be made within thirty (30) days from the date of termination.

**8.3.** If the Participant is transferred or admission to hold a position in a Braskem subsidiary or company in which Braskem holds an interest and which are not participants of this Plan, the Participant shall be entitled to receive all Restricted Shares provided that the Participant (i) maintains, under ongoing ownership, the Owned Shares from the date of their acquisition to the end of the Vesting Period, and (ii) remains linked to a company controlled by Braskem or in which Braskem has a stake until the end of the Vesting Period. The delivery of Restricted Shares to the Participant shall be carried out on the date originally planned considering compliance with the Vesting Period, except if otherwise envisaged in the Award Agreement, and the Company may, as determined by Braskem's CEO and at the Company's sole discretion, anticipate the delivery of such Restricted Shares at any time.

**8.3.1.** If the Participant is transferred to hold a position in a company from the same group of the Company and which is a participant of the Plan, the terms and conditions of undergoing Agreements must be maintained unchanged in the name of the company to which the Participant was transferred, unless renegotiated by mutual agreement between the Parties and due to a change in the applicable jurisdiction.



**8.4.** In the event of Termination of a Participant for reason of Agreed Retirement, the Participant shall be entitled to receive all the Restricted Shares, regardless of whether the requirements of Clause 7.1. have been fulfilled. The delivery of the Restricted Shares to the Participant shall be made on the date originally set forth, in compliance with the Vesting Period, except as otherwise set forth in the Award Agreement, and the Company may, at its sole discretion, by LN-Braskem decision, deliver said Restricted Shares early, at any time.

**8.5.** In the event of Termination of a Participant due to (i) death or (ii) permanent disability, the Participant's legal heirs, successors (in the event described in (i)) or legal representative (in the event described in (ii)) shall be entitled to receive, within thirty (30) days from the occurrence of any of the events established in this clause: all Restricted Shares, regardless of whether the requirements foreseen in Clause 7.1 above have been observed, so that said rights shall be automatically brought forward, except as otherwise set forth in an Award Agreement.

**8.6.** Subject to provisions of Clauses 8.1 to 8.5, in case the Barred Participants have not acquired the Owned Shares by the date of the Termination, pursuant to Clause 5.4.2 above, the number of Restricted Shares to be awarded to such Barred Participants shall be calculated in accordance with Clause 5.5.1.

**8.7.** Notwithstanding the provisions of Clauses 8.1 to 8.6 above, the Board of Directors and/or the governing bodies of the Company's subsidiaries may, at their sole discretion, set forth different rules any time the social interests shall be better served by such measure or as necessary in order to comply with applicable laws or bear the applicable taxes. In any of the cases provided in Clauses 8.2 to 8.5, the Company may, at its discretion, by decision of LN-Braskem, pay (or cause the respective subsidiary to pay) to the Participants, in place of the Restricted Shares, the amount equivalent to the Restricted Shares granted, in currency of the respective locality of operation of the Participant, considering the Reference Price of the Restricted Shares and within the same period that would be applicable to the delivery of Restricted Shares, net of taxes eventually incurred, which will be duly withheld and collected by the paying source, observed the equity among the Participants of a same locality.

**8.8.** In the event of (i) Transfer of Control of the Company, (ii) closing of the Company's capital or (iii) corporate reorganization that results in substantial reduction of the value or liquidity of the Restricted Shares compared to the price and average volume traded in the six (6) months prior to the date of corporate reorganization, the Participants shall be entitled to receive, in place of Restricted Shares, within thirty (30) days of the occurrence of the event set forth in this clause, the amount determined in accordance with Sections 8.8.1, 8.8.2 or 8.8.3, as the case may be, regardless of whether the requirements set forth in Section 7.1 above have been observed, so that such rights shall be automatically anticipated.

**8.8.1.** In the event of Transfer of Control of the Company, the Company may, by decision of LN-Braskem, choose to (i) deliver the Restricted Shares to which the Participant is entitled or (ii) make the payment in cash in place of Restricted Shares considering the same price per share paid by the acquirer of control to the seller (s) in the respective

transaction, net of taxes eventually incurred, which will be duly withheld and collected by the paying source.

**8.8.2.** In the event of corporate reorganization that results in a substantial reduction in the value or liquidity of the Restricted Shares compared to the price and average volume traded in the six (6) months prior to the date of corporate reorganization, the amount to be paid for the Restricted Shares granted shall be determined considering the weighted average quotation value of the shares issued by the Company traded at B3 under the code BRKM5 or of the deposit certificates of securities representing BRKM5 shares issued by the Company traded abroad (or any other types or classes of shares issued by the Company in which such BRKM5 shares shall be converted or which shall succeed them) in the location where the Participant would receive the Restricted Shares, in the three (3) months prior to the announcement of the corporate reorganization, net of any taxes, which shall be duly withheld and collected by the paying source.

**8.8.2.1.** It will be up to the Board of Directors of the Company to assess the case and define the occurrence or not of substantial reduction in the value or liquidity of the Restricted Shares that would entitle to the anticipation of Restricted Shares and payment provided for in this clause.

**8.8.3.** In the event of closing of the Company's capital, the amount to be paid for the Restricted Shares granted will be determined considering the price per share for the purposes of the tender offer, net of any taxes, which will be duly withheld and collected by the paying source.

## **9. Effective Term of the Plan**

**9.1.** The Plan shall become effective on the date of its approval by the Shareholders Meeting and shall remain in force until the delivery of the Restricted Shares awarded pursuant to Award Agreements executed in the fifth (5<sup>th</sup>) year of the Plan.

## **10. Miscellaneous**

**10.1.** The award of Restricted Shares under this Plan shall not prevent the Company from cancelling its registration as a publicly-held company or the Company and/or its subsidiaries from conducting corporate restructuring operations, such as transformation, merger, consolidation, spin-off or merger of shares, provided that the Programs already in place are observed, and the Board of Directors and/or the governing bodies of the Company's subsidiaries, when applicable, shall assess the need to propose adjustments to the Plan, the applicable Programs and the Award Agreements to the Shareholders Meeting, so that the relationship between the parties remains balanced without adversely affecting the Company and/or its subsidiaries or the Participants' right.

**10.2.** In the event of change to the number, nature or class of shares of the Company as a result of bonus, stock split, reverse stock split, or conversion of shares into other nature or class, or

conversion of other securities issued by the Company into shares, the Company's Board of Directors shall assess the need to make adjustments to this Plan, the applicable Programs and the Award Agreements to avoid distortion and losses to the Company and its subsidiaries or the Participants.

**10.3.** This Plan and the related Award Agreements (i) do not create any rights other than those expressly set forth therein, (ii) do not grant any tenure, guarantee of employment or permanence as a Team Member, (iii) do not affect the right of the Company or its subsidiaries to terminate, at any time and as the case may be, the employment contract, if any, or the term of office or relationship with the Participant, and (iv) do not ensure the right to reelection or reinstatement in office in the Company or its subsidiaries.

**10.4.** Each Participant interested in adhering to this Plan shall expressly do so by signing, in writing or by electronic means, the Award Agreement.

**10.5.** Any relevant legal amendment to the rules applicable to joint-stock companies, publicly held companies, to the labor laws and/or the tax effects of a restricted share award plan in any of the jurisdictions where it will be implemented may lead to full revision of this Plan, the applicable Programs and the Award Agreements, to ensure compliance with applicable laws.

**10.6.** This Plan shall be governed by and construed under the Laws of the Federative Republic of Brazil, and any claims or disputes arising from or connected to it shall be settled by the Courts of the jurisdiction determined by the Award Agreements.

**10.7.** The events not provided for herein shall be decided by the Board of Directors, and the Shareholders Meeting shall be consulted to that effect, if deemed convenient.

**10.8.** In case any calculation related to the Plan results in a fraction of a share (rather than an integer), the result will be rounded up.

**10.9.** If any provision of this Plan or the application of any provision hereof to any person or circumstance is rendered invalid or unenforceable, the remainder of the Plan and the application of such provision to any other person or circumstance shall not be affected, and the provisions rendered invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it valid and enforceable.

**10.10.** Except for acts of mere execution of this Plan, a Participant cannot decide, under the terms of this Plan, either within the Board of Directors or at the head of any office or position in the Company, whenever such decision benefits him/her in a specific manner and implies a differentiated treatment in relation to the other Participants in the same situation. In these cases, the respective decision will be taken by the Board of Directors, even if it is not the originally competent authority under the terms of this Plan.

**10.11.** The Portuguese version of this Plan will prevail over the English version.



BRASIL  
BOLSA  
BALÇÃO

BRKM5  
NÍVEL 1

BAK  
LISTED  
NYSE



IBOVESPA

Carbon  
Efficient  
Index

ISE B3

Corporate  
Governance Trade  
Index



**BRASKEM S.A.**

**National Register of Legal Entities (C.N.P.J.) No. 42.150.391/0001-70  
STATE ENROLLMENT 29300006939**

*Publicly-held Company*

**MANAGEMENT PROPOSAL  
FOR THE EXTRAORDINARY GENERAL MEETING OF BRASKEM S.A.  
TO BE HELD ON JULY 28, 2023**

**EXHIBIT III**

**Information on the candidate nominated to occupy the position of alternate member of the  
Company's Fiscal Council, pursuant to article 11, item I of CVM Resolution 81**

## BRASKEM S.A.

ITEMS 7.3 A 7.6 OF THE REFERENCE FORM

### Nominated Candidate as Alternate Member of the Fiscal Council

#### 7.3 Registration data and professional experience:

Name	Date Of Birth	Age	Occupation
Paulo Roberto Bellentani Brandão	30/11/1982	40	Lawyer
ID Document	Occupied Elective Position	Election Date	Tenure Date
308.840.788-09	Alternate Member of the Fiscal Council		
Term of Office	Other Positions and Functions Performed in the Company	Indication if Elected by the Controller	
One year	Not applicable	No	
Indication if you are an Independent Member		Number of Consecutive Terms	
Yes		Not applicable	
Professional experience			
<p>Currently Corporate Lawyer – Partner at Alves Ferreira &amp; Mesquita Sociedade de Advogados – law firm, lawyers recognized for its performance in the Capital Market and various corporate transactions. Vast knowledge of the rules of the CVM – Comissão de Valores Mobiliários. Activities on Audit Committees big companies. Graduated in Law from Universidade Paulista – UNIP, post-graduate from Fundação Getúlio Vargas - GV Law in Business Structures and Operations, class of 2018. Capitals GV Law, class of 2012. Member of the IBGC Communication and Capital Market Commission – Brazilian Institute of Corporate Governance.</p>			
Declaration of Possible Condemnations			
<p><b>Paulo Roberto Bellentani Brandão</b>, has no criminal conviction, no conviction in an administrative proceeding with the CVM, conviction in an administrative proceeding with the CVM, the Central Bank of Brazil or the Superintendence of Private Insurance, nor any final and unappealable conviction at the judicial level or object of a final administrative decision that has suspended or disqualified him from carrying out any professional or commercial activity.</p>			

#### 7.4 Provide the information mentioned in item 7.3 in relation to the members of the statutory committees, as well as the audit, risk, financial and compensation committees, even if such committees or structures are not statutory:

Not applicable, given that, currently, the appointed director is not a member of the company's committee.

#### 7.5. Inform the existence of a marital relationship, stable relationship or kinship up to the second degree between:

##### a. issuer administrators:

There is no family relationship between the appointed board member and the issuer's management.

##### b. (i) issuer managers and (ii) managers of direct or indirect subsidiaries of the issuer:

There is no family relationship between the appointed board member and the issuer's managers; administrators of the direct or indirect subsidiaries of the issuer.

**c. (i) managers of the issuer or its direct or indirect subsidiaries and (ii) direct or indirect controllers of the issuer:**

There is no kinship relationship between the appointed board member and the issuer's managers or those of its direct or indirect subsidiaries; issuer's direct or indirect controllers.

**d. (i) issuer's managers and (ii) managers of the issuer's direct and indirect parent companies:**

There is no family relationship between the appointed board member and the issuer's managers; administrators of the issuer's direct and indirect parent companies.

**7.6. Inform about relationships of subordination, provision of services or control maintained, in the last 3 fiscal years, between the issuer's managers and:**

**a. company directly or indirectly controlled by the issuer, except for those in which the issuer directly or indirectly holds a stake equal to or greater than 99% (ninety-nine percent) of the share capital:**

Not applicable, as there are no subordination, service provision or control relationships maintained between the appointed board member (other than those referring to the exercise of the duties of their respective positions in the Company), the issuer and the issuer's controlling shareholders.

**b. direct or indirect controller of the issuer**

Not applicable, as there are no subordination, service provision or control relationships maintained between the appointed board member (other than those referring to the exercise of the duties of their respective positions in the Company), the issuer and the issuer's controlling shareholders.

**c. if relevant, supplier, customer, debtor or creditor of the issuer, its subsidiary or parent companies or subsidiaries of any of these persons**

Not applicable, given that there are no subordination, service provision or control relationships maintained between the appointed board member (other than those referring to the exercise of the duties of their respective positions in the Company), the issuer, its subsidiaries or controllers.

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Paulo Roberto Bellentani Brandão