

**EVE HOLDING, INC.**  
**Clawback Policy**

**Adopted on May 9, 2022**

**Background**

Eve Holding, Inc. (the “**Company**”), with the approval of the Board of Directors (the “**Board**”), has adopted this Clawback Policy (this “**Policy**”), in the interest of promoting effective corporate governance, promoting accountability and promoting transparent and honest behavior by ensuring that incentive compensation is paid or awarded based on accurate financial results and the correct calculation of performance against incentive targets, and/or is paid or awarded. This Policy shall be effective as of the date it is adopted by the Company (the “**Effective Date**”) and shall apply to Incentive Compensation that is approved, awarded or granted to Award Recipients on or after that date.

**Policy Statement**

**Restatements**

If there is a restatement of the Company’s financial statements filed with the Securities and Exchange Commission due to the Company’s material noncompliance with any financial reporting requirement under the U.S. federal securities laws (other than to comply with changes in applicable accounting principles) covering any of the three fiscal years preceding the payment or grant of Incentive Compensation, then the Company: (i) will, subject to and upon the approval and instruction of the Board acting fairly and reasonably in its discretion, recover from each member of the Company’s Executive Leadership Team, the Incentive Compensation paid to such member that was in excess of the Incentive Compensation that would have been paid to such member based on the restated financial statements, with such excess to be determined by the Company and approved by the Board, and (ii) may recover from any other Award Recipient (as defined herein), whose fraud or willful misconduct resulted in the restatement, any Incentive Compensation paid to that Award Recipient that was in excess of the Incentive Compensation that would have been paid to the Award Recipient based on the restated financial statements, with such excess to be determined by the Company.

**Fraud or Willful Misconduct**

If the Company acting fairly and reasonably in its discretion determines that any Award Recipient is guilty of fraud or willful misconduct or any other action or inaction that would give rise to a termination for Cause, but not result in a restatement of the Company’s financial statements, then, subject to the approval and instruction of the Board, the Company will have the right to recover, from that Award Recipient, any Incentive Compensation. The Board will, acting fairly and reasonably in its discretion, approve the recovery of Incentive Compensation from any member of the Executive Leadership Team.

## Definitions and Interpretations

“**Cause**” shall have the meaning assigned to such term in the Award Agreements or in any individual employment, service, or severance agreement with the Award Recipient or, if any such agreement does not define “**Cause**,” Cause will have the meaning as defined in the Incentive Plans.

“**Incentive Compensation**” shall mean amounts granted, vested or paid under any incentive cash or equity compensation plan, program or arrangement of the Company or any of its subsidiaries (including, but not limited to, any cash incentive compensation plan, program, agreement or arrangement, and any equity or equity-based awards made under the Company’s 2022 Stock Incentive Plan, or any other incentive program of the Company (collectively, the “**Incentive Plans**”), during the three year period prior to the event triggering the clawback.

“**Executive Leadership Team**” means (i) each of the Company’s executive officers, as determined by the Board of Directors in accordance with Section 10D of the Exchange Act and the listing standards of the national securities exchange on which the Company’s securities are listed, including, without limitation, each of the Company’s “**named executive officers**” in accordance with Item 402 of Regulation S-K (17 C.F.R. §229.402), (ii) with respect to any restatement, any person who was an executive officer of the Company (within the meaning of clause (i) above) at any time during the three year period preceding the first day of the accounting period for the financial statements subject to such restatement, and (iii) any other person that is designated as a member of the executive leadership team by the Company.

“**Award Recipient**” means (i) any member of the Executive Leadership Team, and (ii) any other employee or individual service provider who receives cash or equity Incentive Compensation from the Company.

The amount with respect to which recovery shall be sought will be determined by the Company (or the Board in the case of a member of the Executive Leadership Team) based on such factors as considered relevant, including, but not limited to, the difference between the amount that was actually paid and what would have been paid based on the restatement (or restated results).

The Company will, subject to the approval of the Board in the case of a member of the Executive Leadership Team, determine the method for recouping any amount with respect to which recovery is sought, which may include, without limitation, (i) requiring reimbursement of cash Incentive Compensation previously paid, (ii) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards, (iii) offsetting the recouped amount from any compensation otherwise owed by the Company or any of its subsidiaries to the applicable Award Recipient, (iv) cancelling outstanding vested or unvested equity awards, and/or (v) taking any other remedial and recovery action permitted by law, as determined by the Company.

The terms and provisions of the Incentive Plans and/or any written agreement pursuant to which awards were made thereunder (“**Award Agreements**”) shall control if there is a conflict between this Policy and the Incentive Plans and/or Award Agreements (provided that the absence of a

clawback provision in such Incentive Plans and/or Award Agreements shall not be treated as a conflict).

No provision of this Policy shall limit the Company's right to seek any additional equitable or legal remedies from any person and which arise under the facts which give rise to a claim by the Company under this Policy.

The Company shall not indemnify any affected Award Recipient against the loss of any incorrectly awarded Incentive Compensation.

### **Amendment and Termination**

The Company may amend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary to reflect final regulations adopted by the Securities and Exchange Commission under Section 10D of the Exchange Act and to comply with any rules or standards adopted by a national securities exchange on which the Company's securities are listed. The Company may terminate this Policy at any time.