

**RESTRICTED STOCK PLAN OF
AZUL S.A.**

Clause I

Definitions and Purpose of the Plan

This restricted stock plan is prepared in connection with the Company's long-term incentive program and shall be governed by the provisions below and applicable law.

1.1. Definitions. All capitalized terms shall have the meaning attributed to them, unless expressly provided otherwise:

"Restricted Stock" means preferred shares issued by the Company and granted to its Executives, subject to the restrictions provided hereunder and in the respective Restricted Stock Agreement;

"Compensation Committee" means the compensation committee established by the Board, vested with the power and authority, pursuant to the law, to organize, manage, and construe the share incentive plans, settle issues not provided for therein or conflicts in connection therewith;

"Company" means Azul S.A.;

"Board" means the Company's Board of Directors;

"Restricted Stock Agreement" means the Restricted Stock agreement entered into between the Company and the Selected Participant;

"Effective Date" means the date on which the Restricted Stock Plan will take effect, as approved by the General Shareholders' Meeting of the Company;

"Termination" means the termination of the employment or management relationship and/or any existing service agreement, oral or written, between the Group and a Selected Participant;

"Executives" means the main officers, directors, managers, and key employees of the Company and/or any of its direct or indirect subsidiaries;

"Group" means the Company and its subsidiaries, collectively;

"Beginning of the Vesting Period" means the date on which, for all effects, the Vesting Period begins;

"Cause": (a) if the Executive has a written employment contract or service agreement with the Company on the date hereof, has the meaning attributed to it pursuant to applicable law; and (b) in all other cases, means misconduct and/or dishonesty by the Executive, namely: (i) fraud, swindling, or misappropriation of the Company's funds; (ii) unjustified recurrent or prolonged absence from work (unrelated to or not in connection with death or mental or physical disability preventing the Executive from carrying out his main duties during at least ninety (90) calendar days or one hundred eighty days (180) for any period of twelve (12) months, excluding vacation, absence for personal reasons, and authorized leaves); (iii) conviction (including with presentation of confession) due to any intentional crime; or (iv) material failure to comply with their roles or duties in the Company, if such noncompliance

is not cured, in all its material aspects and to the extent that such cure is possible, within thirty (30) days of receipt, by the Executive, of a written notice sent by the Company in this respect;

“Brazilian Corporate Law” means Law No. 6.404, of December 15, 1976, as amended;

“Notice of Selection” means the written notice to each Selected Participant informing that they were selected and the number of Restricted Stock to be granted to them;

“Selected Participants” means the Executives eligible to receive the Restricted Stock under the Restricted Stock Plan;

“Vesting Period” has the meaning ascribed to it in item 5.3 of the Plan;

“Programs” mean the Restricted Stock granting programs established hereunder;

“Restricted Stock Plan” means this Restricted Stock Plan of the Company;

“Transfer” (and other forms of the term, such as “to Transfer”) means any sale, assignment, donation, disposal, transfer, or any other direct or indirect disposal, as well as any pledge, mortgage, or any voluntary or involuntary lien, paying interest or not, including, but not limited to, fiduciary sale, usufruct, fideicommissum, or donation. For the purposes hereof, it is hereby agreed that the issue or sale of equity interest in an entity directly or indirectly holding the Company’s stock (except in case of issue or sale of equity interest in an investment fund that directly or indirectly holds the Company’s stock representing less than ten percent (10%) of the assets of such investment fund) shall be deemed an indirect Transfer of such Company’s stock by such entity;

“Sale of the Company” means the (a) merger, consolidation, combination, acquisition, change in control, reorganization, or amalgamation of the Company in which the Company’s controlling shareholders, immediately before the transaction or series of transactions, do not hold the majority of the voting shares of the merged entity; or (b) sale of equity interest in the Company or other transaction or series of transactions in which the Company’s controlling shareholders, immediately before the transaction or series of transactions, do not hold the majority of the voting shares of the merged entity;

1.2. *Purpose of the Plan.* The Restricted Stock Plan is established as an incentive to improve performance and retain key Executives of the Group included in the Restricted Stock Plan, considering that, subject to certain conditions to be set forth by the Company, the Selected Participants shall be entitled to receive Restrictive Stocks.

Clause II Management

2.1 *Management.* The Restricted Stock Plan shall be managed by the Compensation Committee.

2.2 *Powers and Authority.* Subject to the provisions hereof and of the Company’s bylaws, the Compensation Committee shall be exclusively vested with the powers to, at its sole discretion: (a) set forth the total number of Restricted Stock to be granted by the Board of Directors in each fiscal year; (b) set forth, from time to time, Programs that, pursuant to the terms and conditions hereunder, shall include: (i) an indication of the Selected Participants and the number of the Restricted Stock they are entitled to, pursuant to the limit provided for in Item 4.1 below; and (ii) any other provisions that are not conflicting with the terms and conditions hereunder; (c) set forth the terms and conditions of Restricted Stock Agreements to be entered into with each Selected Participant; and (d) construe the Restricted Stock Plan,

rules, regulations, and Restricted Stock Agreements, as well as issue all the other resolutions required or convenient to manage the Restricted Stock Plan.

2.3. Restrictions. The General Shareholders' Meeting of the Company shall be exclusively responsible for the approval, amendment, cancellation, or termination of the Restricted Stock Plan, while the Board of Directors shall be responsible for the approval and amendments to the Programs or implementation of any Restricted Stock swap programs. No amendment to, cancellation, or termination of Restricted Stock Plans may adversely affect the rights and obligations arising out of the Restricted Stock Agreements without the prior consent of their holders.

Clause III

Qualification of Participants

3.1. Selection of Participants. For each Program, the Compensation Committee shall have powers to (a) set forth the total number of Restricted Stock to be granted by the Board of Directors in each fiscal year, subject to the limits set forth herein; (b) select, among the Executives, at its sole discretion, the Selected Participants; and (c) set forth the number of Restricted Stock to be granted to each Selected Participant. The Compensation Committee shall send the Notice of Selection to each Selected Participant.

3.2. Criteria for Qualification. The choice of the Selected Participants and the number of Restricted Stock granted to each Selected Participant shall be at the sole discretion of the Compensation Committee, according to the limits set forth herein and considering, among other factors, (a) the importance of their positions and/or roles in the Group; (b) their involvement in strategic projects; (c) the level of the Company's satisfaction with their performance; and (d) the Company's interest in retaining such Selected Participant.

3.3. Special Treatment. The Compensation Committee may grant special treatment to Executives in similar circumstances. No rule of equality or analogy requires any conditions, benefits, or resolutions considered applicable only to certain Executives to be extended to others. The Compensation Committee may also grant special treatment to certain Selected Participants in special circumstances during the term of the Restricted Stock Agreements, provided that the rights already granted to Selected Participants and the basic principles hereof are not adversely affected. Such special circumstances shall not represent a precedent that may be relied on by other Executives or Selected Participants.

3.4. Absence of the Right to be Chosen. No Executive shall, at any time, have the right to be chosen to participate in the Restricted Stock Plan.

3.5. Labor Rights. Nothing included in the Restricted Stock Plan or in any agreement in connection with the Restricted Stock granted hereunder may: (i) grant to any Selected Participant any right to remain an employee of the Group, be reelected a member of management of the Group, and have their employment contract maintained or renewed; (ii) lead to an express or implied understanding that the Group will keep the Selected Participant on a specific office or payment category, even for a definite term; and (iii) interfere in any way with the right of the Group to end its relationship with the Selected Participant (whoever they are) at any time, subject only to the applicable legal provisions and/or any existing agreements between the Group and the relevant Selected Participant.

Clause IV
Restricted Stock

4.1. Restricted Stock. Annually, or when it considers convenient, the Board shall approve the granting of Restricted Stock, electing the Selected Participants to whom the Company will sell the Restricted Stock pursuant to the Restricted Stock Plan, and establishing the vesting terms and conditions in connection with the Restricted Stock. The total number of Restricted Stock that may be granted under the Restricted Stock Plan shall not exceed, annually, a total of 0.10% (one tenth per cent) of the preferred shares issued by the Company.

4.2. Non-transferability. The rights to the Restricted Stock granted under this Program are personal and non-transferrable. The Selected Participants may not, under any circumstances, assign, transfer, or otherwise sell such rights to any third parties.

4.3. Shareholder's Rights. The Board may subject the vesting of Restricted Stock to certain conditions, impose restrictions to their transfer, and reserve buyback options to the Company and/or preemptive rights in case of sale of such Restricted Stock by the Selected Participant.

Clause V
Periods and Rules for the Granting of Restricted Stock

5.1. Restricted Stock Agreement. All Restricted Stock granted under the Restricted Stock Plan shall be represented by Restricted Stock Agreements, which shall be in compliance with the terms and conditions of the Restricted Stock Plan and Programs, and may include other specific terms and conditions, as considered adequate by the Compensation Committee. In case of conflict and inconsistency between the terms and conditions of the Restricted Stock Plan and the Restricted Stock Agreement, or any other letter of proposal or Notice of Selection, the terms of the Restricted Stock Plan shall prevail.

5.1.1. The execution of the Restricted Stock Agreement between the Company and the Selected Participant shall occur at the head office of the Company or in any other place agreed by the parties, at a time and date specified in the Notice of Selection, or at any other date and time as previously agreed.

5.1.2. The execution of the Restricted Stock Agreement by the Selected Participant shall constitute their full acceptance of all terms of this Restricted Stock Plan, Program, and Restricted Stock Agreement. Failure to execute the Restricted Stock Agreement by the relevant Selected Participant, within the established period, shall be deemed a waiver of such Selected Participant to any right in connection with the Restricted Stock granted to them.

5.2. Number of Restricted Stock. The number of Restricted Stock to be granted to the Executive shall be determined by the Compensation Committee based on the relevant levels of compensation and performance, and the value of the Restricted Stock.

5.3. Vesting Period. Each Selected Participant shall become vested in the Restricted Stock granted under the Plan, proportionally, in four (4) annual equal installments, the first installment shall vest after one (1) year from the Beginning of the Vesting Period, the second installment shall vest after two (2) years from the Beginning of the Vesting Period, the third installment shall vest after three (3) years from the Beginning of the Vesting Period, and the fourth installment shall vest after four (4) years from the Beginning of the Vesting Period. In case of Sale of the Company, the abovementioned periods may be accelerated and each Selected Participant shall become automatically vested in all Restricted Stock.

5.4. Restricted Stock Vesting Rights. The Beneficiaries shall only become vested in the Restricted Stock to the extent that the Vesting Periods are complied with in accordance with Item 5.3 above. The Compensation Committee may, at its sole discretion, accelerate the Vesting Period or change the vesting period in connection with all or a portion of the Restricted Stock, at any time.

5.4.2. At the end of each year of the Vesting Period, the Company may, at its sole discretion, choose to settle the obligations related to the Restricted Stocks in cash, at a value corresponding to the last stock price traded in the stock market on the Beginning of the Vesting Period (without any liquidity discount or minority rights), without any additions.

5.5. Absence of obligation. Granting one Restricted Stock shall not result in the obligation of the Selected Participant to accept it.

5.6. Cancelation of Restricted Stock. The Board or the Compensation Committee may, at their discretion and with the consent of any Selected Participant, cancel any Restricted Stock whose rights are still pending hereunder.

5.7. Delivery of the Restricted Stock. In order to deliver the Restricted Stock pursuant to the Restricted Stock Plan, the Company, subject to applicable law and regulations, shall sell shares held in treasury through a private transaction.

Clause VI

Adjustments for Recapitalization, Consolidation, etc.

6.1. Adjustments. In order to avoid conflicts, the total number, type and/or class of existing shares of the Company subject to the Restricted Stock may be adequately adjusted to meet any increase or decrease in the number of outstanding shares of the Company, or any other change in type and/or class of shares of the Company resulting from stock splits or reverse stock splits, conversion of shares of the Company from a type or class into another type or class, conversion of other securities issued by the Company into shares, recapitalization, consolidation, merger, spin off, association, stock swap, or other corporate change, or for any distribution to shareholders other than the distribution of dividends in cash.

6.2. Adjustment Rules. The adjustments provided above, as well as their rules and application of the abovementioned provisions, shall be established by the Compensation Committee.

Clause VII

Termination of Management or Employment Relationship

7.1. Termination.

7.1.1. In case of Termination with Cause, (a) all Restricted Stock that had been granted to the Selected Participant, but not fully vested pursuant to Item 5.3 above, shall be automatically canceled for all legal purposes, regardless of any termination notice or damages; and (b) the Restricted Stock held by the Selected Participant and fully vested on the Termination date shall be delivered and/or released.

7.1.2. In case of Termination for any reason other than Cause, including retirement, resignation, and death, all Restricted Stock that had been granted to the Selected Participant, but not fully vested pursuant to Item 5.3 above, shall be automatically canceled for all legal

purposes, regardless of any termination notice or damages. Notwithstanding the abovementioned provisions, the Compensation Committee may, at its sole discretion, accelerate or change the vesting period in connection with the Restricted Stock granted.

Clause VIII
Duration of the Plan

8.1. Effective Date and Termination. The Restricted Stock Plan shall take effect on the Effective Date and shall remain in effect for an indefinite term, and it may be terminated, at any time, by decision of the General Shareholders' Meeting of the Company.

Clause IX
Other Provisions

9.1. Compliance with the Law. This Restricted Stock Plan and the Restricted Stock granted hereunder shall be fulfilled in compliance with Brazilian Corporate Law, pursuant to any restriction provided by the Brazilian Aeronautics Code (*Código Brasileiro de Aeronáutica*) (Law No. 7.565/86) and any other applicable regulation.

9.2. Absence of asset-backed securities. No provision of the Restricted Stock Plan shall require the Company to, in order to comply with any obligation under the Restricted Stock Plan, purchase assets or make fiduciary assignments of any assets to other entities or, otherwise segregate any assets, and the Company shall not keep any separate bank accounts, books, and records, or other evidence of existence of a fund separately maintained or managed for such purposes. The Selected Participants shall not have other rights under the Restricted Stock Plan other than those provided by law to general and unsecured creditors of the Company.

9.3. Expenses. The Company shall bear the administrative expenses of the Restricted Stock Plan.

26/04]/2019