

**DIAGNÓSTICOS DA AMÉRICA S.A.**  
**Corporate Taxpayer's (CNPJ) 61.486.650/0001-83**

**STOCK OPTION PLAN**

This present Stock Option Plan of Diagnósticos da América S.A. ("Company"), approved at the Company's Extraordinary General Meeting held on [•], ("Plan"), as provided for in Article 12, section V of the Company's Bylaws, sets forth the general conditions for the granting of stock option of shares issued by the Company, pursuant to Article 168, paragraph 3 of Law 6,404/76.

**1. Purposes of the Plan**

1.1. The Plan aims at allowing officers and employees, as well as officers and employees of other companies directly or indirectly controlled by the Company, subject to certain conditions, to acquire the Company's shares, with a view to: (a) fomenting the expansion, success and execution of the Company's purposes; (b) align the Company shareholders' interests with those of the officers and employees; and (c) enable the Company to maintain a special relationship with its officers and employees.

**2. Eligible Beneficiaries**

2.1. Pursuant to the Plan, the officers and employees of the Company, as well as officers and employees of other companies directly or indirectly controlled by the Company ("Beneficiaries") may be elected as beneficiaries of stock option granting.

**3. Management of the Plan**

3.1 The Plan shall be managed by the Board of Directors of the Company, which may empower its duties, observing the restrictions provided for by Law, to the People Management and Compensation Committee of the Company ("Committee").

3.2 Observing the general conditions of the Plan and the guidelines laid down by the General Meeting, the Board of Directors of the Company, as provided for in Article 20, section XVIII of the Company's Bylaws, shall have full powers to take all the measures required and appropriate to the management of the Plan, including:

- (a) the creation and application of general rules related to the option granting, pursuant to the Plan and the solutions of doubts regarding the Plan interpretation;
- (b) the establishment of targets related to the Beneficiaries' performance, so that to define objective criteria for their election;
- (c) the election of Beneficiaries of the Plan and the authorization to grant stock options on their behalf, setting all the conditions of options to be granted, as well as the modification of

- these conditions when necessary to conform the options to the law, rule or intervening regulation; and
- (d) the issue of new Company's shares within the limit of authorized capital, in order to meet the exercise of stock options granted pursuant to the Plan.

3.3 In the exercise of its authority, the Board of Directors shall only be subject to the limits set forth by Law and by the Plan, and it is clear that the Board of Directors may define different criteria to elect the officers and/or employees of the Company or companies directly or indirectly controlled thereby as Beneficiaries of the Plan.

3.4 The resolutions of the Company's Board of Directors have binding force to the Company in relation to all matters related to the Plan.

#### **4. Options Granting**

4.1. During the effectiveness of the Plan, the Company's Board of Directors shall determine the Beneficiaries on behalf of whom stock options shall be granted on an annual basis pursuant to the Plan, the amount of shares that may be acquired with the exercise of each option, the strike price of each option and the payment conditions, terms and conditions for the exercise of each option and any other conditions related to such options.

4.2. The granting of stock options pursuant to the Plan is carried out by means of execution of agreements for the granting of option between the Company and the Beneficiaries, who shall specify, without prejudice to other conditions determined by the Board of Directors: (a) the amount of underlying shares of the granting; (b) the conditions to acquire the right to the exercise of option; (c) the final term for the exercise of stock option; and (d) the strike price and payment conditions ("Option Agreement").

4.3. The Board of Directors may impose preceding terms and/or conditions for the exercise of option and impose restrictions to the transfer of shares acquired with the exercise of options.

4.4. The Option Agreements shall be prepared individually for each Beneficiary, and the Board of Directors may set forth different terms and conditions for each Option Agreement, not being required to apply any isonomy or analogy rule among the Beneficiaries, even if they are under similar or identical situations.

4.5. The stock options granted pursuant to the Plan, as well as their exercise by Beneficiaries, do neither have any connection nor these are bound to their fixed compensation or eventual profit sharing.

4.6. Without prejudice to any otherwise provision provided for in the Plan or in the Option Agreement, the options granted pursuant to the Plan shall extinguish automatically, ceasing all their legal effects, in the following cases:

- (a) by means of their full exercise;
- (b) after the lapse of the option effectiveness term;
- (c) by means of the termination of the Option Agreement;
- (d) should the Company be dissolved, liquidated or have its bankruptcy declared; or
- (e) should the Beneficiary be dismissed or removed, quit his/her position or resign prior to the occurrence of one of the assumptions mentioned above, observing the provision in Clause 8, below.

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

5.1 The stock options granted pursuant to the Plan may grant acquisition rights over a total number of Shares not exceeding zero point two per cent (0.2%) of the Company's capital stock per year and one per cent (1.0%) of the total Company's capital stock, as long as the total number of shares issued or possibly to be issued pursuant to the Plan is always within the limit of Company's authorized capital.

5.2. With a view to meeting the exercise of stock option granted pursuant to the Plan, the Company may, at the Board of Directors' discretion: (a) issue new shares within the limit of authorized capital; or (b) sell treasury shares.

5.3. The shareholders shall not have preemptive rights on the granting or exercise of stock option pursuant to the Plan, as provided for in Article 171, paragraph 3, of Law 6,404/76.

5.4 The Shares acquired in view of the exercise of stock option pursuant to the Plan shall maintain all rights related to their type, except for the provision in item 6.2.1 below, as well as an eventual otherwise provision established by the Board of Directors.

## **6. Strike Price of Options**

6.1 The Board of Directors shall be responsible for defining the strike price of options granted pursuant to the Plan, observing the minimum price corresponding to the average value of Company's shares in the past five (5) trading sessions of São Paulo Stock Exchange (BOVESPA) immediately preceding the option granting date.

6.2 The strike price shall be paid by Beneficiaries in the forms and terms determined by the Board of Directors.

6.2.1. While the strike price is not fully paid, the shares acquired with the option exercise pursuant to the Plan may not be sold to third-parties, except by means of previous authorization of the Board of Directors, assumption in which the proceeds of the sale shall be firstly allocated to pay the Beneficiary's debt with the Company.

## **7. Exercise of Options**

7.1 The options granted pursuant to the Plan may be exercised, fully or partially, observing the determinations of the Board of Directors and the terms and conditions provided for in the respective Option Agreements, and should the Option Agreement do provide for differently, the exercise shall occur as follows: (i) up to thirty-three per cent (33%) of the options granted may be exercised after two (2) years of the date of respective granting; and (ii) up to sixty-seven per cent (67%) of options granted plus eventual unsubscribed shares not exercised during the preceding exercise period may be exercised after three (3) years of the respective granting date; observing the maximum limit of five (5) years as of the granting date for the exercise of options.

7.2 The Beneficiary intending to exercise his/her stock option shall inform the Company, in writing, about his/her intention of doing so and indicate the amount of shares that intend to acquire, pursuant to the notice template to be announced by the Board of Directors.

7.2.1 The Company shall inform the Beneficiary, within [two (2) business days] as of the receipt of communication referred to in item 7.2. above, the strike price to be paid, based on the amount of shares informed by the Beneficiary, and the Company's management shall be responsible for taking all the measures necessary to formalize the acquisition of shares, purpose of the exercise.

7.3. The Board of Directors may determine the suspension of right to exercise the options, whenever situations are verified that, pursuant to prevailing law or regulation, restrict or prevent the trading of shares by Beneficiaries.

7.4. No Beneficiary shall have any rights or privileges as Company's shareholder until his/her option is duly exercised, pursuant to the Plan and to the respective Option Agreement. No share shall be delivered to the titleholder, as a result of the option exercise, unless all legal and regulatory requirements have been fully complied with.

## **8. Assumptions of Withdrawal with the Company and its Effects**

8.1. In the assumptions of Beneficiary's withdrawal due to dismissal, with or without cause, resignation or removal from office, retirement, permanent disability or decease, the rights granted to him/her pursuant to the Plan may be extinguished or modified, pursuant to item 8.2 below.

8.2. Should, at any time during the effectiveness of the Plan, the Beneficiary:

(a) Withdraw from the Company on his/her own will, quitting his/her position or resigning his/her management position: (i) the rights not yet exercisable pursuant to the respective Option Agreement, on the date of his/her withdrawal shall be automatically and legally extinguished, regardless of prior notice or indemnification; and (ii) the rights already exercisable according to the respective Option Agreement, on the date of his/her

- withdrawal, may be exercised, within thirty (30) days as from the withdrawal date, after that such rights shall be automatically and legally extinguished, regardless of prior notice or indemnification; or
- (b) Withdrawal from the Company, due to Company's will, by means of dismissal with cause or removal from office for violating management duties and obligations, all rights already exercisable or not yet exercisable according to the respective Option Agreement, on the date of his/her withdrawal, shall be automatically and legally extinguished, regardless of prior notice or indemnification; or
  - (c) Withdrawal from the Company, due to Company's will, by means of dismissal without cause or removal from office for not violating management duties and obligations: (i) the rights not yet exercisable according to the respective Option Agreement, on the date of his/her withdrawal, shall be automatically and legally extinguished, regardless of prior notice or indemnification; and (ii) the rights already exercisable according to the respective Option Agreement, on the date of his/her withdrawal shall remain unaltered, and may be regularly exercised, pursuant to the Agreement; or
  - (d) Withdrawal from the Company due to retirement, the rights not yet exercisable according to the Option Agreement, on the date of his/her retirement, may be automatically exercisable, advancing the grace period and may be exercised jointly with the rights already exercisable on the date of retirement, within two (2) years as of the date of retirement, observing the maximum term of five (5) years as of the granting date for the exercise of options, after that such rights shall be automatically and legally extinguished, regardless of prior notice or indemnification; or
  - (e) Withdrawal from the Company due to permanent disability, the rights not yet exercisable according to the Option Agreement, on the date of his/her withdrawal, may be automatically exercisable, advancing the grace period and may be exercised jointly with the rights already exercisable on the date of withdrawal, within two (2) years as of the date of withdrawal, observing the maximum term of five (5) years as of the granting date for the exercise of options, after that such rights shall be automatically and legally extinguished, regardless of prior notice or indemnification; or
  - (f) Withdrawal from the Company due to decease, the rights not yet exercisable according to the Option Agreement, on the date of his/her decease shall be automatically exercisable, advancing the grace period, and the Beneficiary's legal heirs and successors may exercise the respective stock option, jointly with rights already exercisable on the decease date, as long as they provide this within two (2) years as of the decease date, observing the maximum term of five (5) years as of the granting date for the exercise of options, after that said rights shall be automatically and legally extinguished, regardless of prior notice or indemnification.

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

9.1 The effectiveness term of the Plan is five (5) years as of its approval by the Company's General Meeting held on [•]. The expiration of the effectiveness term of the Plan shall not affect the efficacy of options still in force granted based thereon.

## **10. General Provisions**

10.1. The options granting pursuant to the Plan shall not prevent the Company from being involved in corporate restructuring, such as transformation, amalgamation, merger and spin-off. The Company's Board of Directors and the companies involved in these operations may, at their discretion, determine, without prejudice to other measures resolving by equity: (a) on the replacement of underlying shares of this stock option with shares of the successor of the Company; (b) the anticipation of the acquisition of right to exercise stock option, so that to ensure the inclusion of the corresponding shares in the operation under discussion; and/or (c) the payment in cash of the amount that the Beneficiary would be entitled to, pursuant to the Plan.

10.1.1. Should there be any changes in the Company's control, the stock options granted pursuant to the Plan shall remain unaltered and shall be observed by the new controlling shareholder(s).

10.2. Should the number, type and class of the shares existing as of the approval date of the Plan be altered, as a result of bonuses, splitting, reverse splitting or conversion of shares of a type or class into another one or conversion into shares of other securities issued by the Company, it shall be incumbent upon the Company's Board of Directors to provide the corresponding adjustment to the number, type and class of underlying shares of the granted options and their respective strike price, in order to avoid distortions in the application of the Plan.

10.3. No provision of the Plan or option granted pursuant to the Plan shall grant any Beneficiary the right to remain as officer and/or employee of the Company, nor shall it interfere, in any way, in the Company's right to, at any time and subject to the legal and contractual conditions, terminate the employment contract and/or remove the Beneficiary from his/her duties, where applicable.

10.4. Each Beneficiary shall expressly agree with the terms of the Plan, by means of written declaration, without any reservation.

10.5 The Board of Directors, in the interest of the Company and its shareholders, may review the conditions of the Plan, as long as it does not alter respective basic principles.

10.6 Any substantial legal alteration regarding the regulation of corporations, publicly-held companies and/or to the tax effects of a stock option plan, may result in a full revision of the Plan.

10.7 The options granted pursuant to the Plan are individual and not transferable, and the Beneficiary, under no circumstance, may assign, transfer or anyhow dispose the options to any third

parties, neither the rights and obligations inherent thereto, except for the provision in Clause 8.2(f) above.

10.8 The cases not covered by this instrument shall be regulated by the Board of Directors, the General Meeting being consulted when it deems convenient. Any option granted according to the Plan is subject to all terms and conditions set forth herein, which shall prevail in case of contradiction in relation to provisions of any agreement or document mentioned herein.