CENTRO DE IMAGEM DIAGNÓSTICOS S.A.
CNPJ/ME Nº 42.771.949/0018-83
NIRE 35.300.551760-1
COMPANHIA ABERTA

FATO RELEVANTE

CENTRO DE IMAGEM DIAGNÓSTICOS S.A. ("Companhia" ou "Alliar") (B3: AALR3) em atendimento às disposições da Resolução da Comissão de Valores Mobiliários ("CVM") nº 44, de 23 de agosto de 2021, conforme alterada, comunica aos seus acionistas e ao mercado em geral que, recebeu em 08 de abril de 2022 e 09 de abril de 2022 respectivamente, para divulgação ao mercado, cartas enviadas (i) pelos representantes dos acionistas do bloco de controle da Companhia, signatários do acordo de acionistas celebrado em 20 de agosto de 2021, conforme aditado ("Vendedores"), e (ii) pelo Fonte de Saúde Fundo de Investimento em Participações Multiestratégia ("Comprador") informando que, no âmbito do contrato de compra e venda de ações da Companhia, celebrado em 21 de dezembro de 2021 entre Vendedores e Comprador ("Contrato"): (i) em 08 de abril de 2022 foram cumpridas e satisfeitas todas as condições suspensivas estabelecidas no Contrato; e (ii) o fechamento da operação deve ocorrer em até 5 (cinco) dias úteis contados de 08 de abril de 2022.

O inteiro teor da Notificação dos Vendedores encontra-se como **Anexo I** ao presente fato relevante, ao passo que o inteiro teor da Notificação do Comprador encontra-se como **Anexo II** ao presente fato relevante.

A Companhia reitera seu compromisso de manter o mercado informado sobre fatos e atos relevantes, em cumprimento à normativa aplicável.

São Paulo, 11 de abril de 2022.

Karla Maciel
CEO & CFO & Diretora de Relações com Investidores

CENTRO DE IMAGEM DIAGNÓSTICOS S.A.
Corporate Taxpayer's ID (CNPJ/ME): 42.771.949/0018-83
Company Registry (NIRE): 35.300.51760-1
PUBLICLY HELD COMPANY

MATERIAL FACT

CENTRO DE IMAGEM DIAGNOSTICS S.A. ("Company". "Alliar") (B3: AALR3) in compliance with the provisions of the Securities and Exchange Commission ("CVM") Resolution No. 44, of August 23, 2021, as amended ("CVM Resolution 44") communicates to its shareholders and the market in general that, on April 8, 2022 and April 9, 2022, respectively, a notification sent by (i) the representatives of the shareholders of the Company's control block, signatories of the shareholders' agreement signed on August 20, 2021, as amended ("Sellers") and (ii) by Fonte de Saúde Fundo de Investimento em Participações Multiestratégia ("Buyer") were received by the Company, for disclosure to the market, informing that, within the scope of the Company's share purchase and sale agreement, entered into on December 21, 2021 between Sellers and Buyer ("Agreement") : (i) on April 8, 2022, all suspensive conditions established in the Agreement were met; and (ii) the closing of the transaction must take place within 5 (five) business days from April 8, 2022.

The entire content of the Sellers' Notice is contained as **Attachment I** to this Material Fact, while the entire content of the Buyer's Notice is contained as **Attachment II** to this Material Fact.

The Company reiterates its commitment to keep the market informed about material facts and acts, in compliance with applicable regulations.

Sao Paulo, April 11, 2022.

Karla Maciel
CEO & IRO

ANEXO I

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São Paulo, 8 de abril de 2022.

À
CENTRO DE IMAGEM DIAGNÓSTICOS S.A. ("Companhia")
Alameda Vicente Pinzon, nº 350, 3º andar
CEP 04547-130 São Paulo/SP

At.: Sr. Karla Maciel Dolabella, Diretora Presidente, Diretora Financeira e de Relações com Investidores

Ref.: **Transação de Venda de Ações do Bloco de Controle - Cumprimento de Condições Suspensivas**

Prezada Karla,

Nos termos da Resolução da Comissão de Valores Mobiliários ("CVM") nº 44, de 23 de agosto de 2021, e da Lei nº 6.404, de 15 de dezembro de 1976, vimos por meio desta informar que, nesta data, foi comunicada, pelos acionistas integrantes do Acordo de Acionistas da Centro de Imagem Diagnósticos S.A. ("Companhia"), devidamente arquivado na sede da Companhia, datado de 20 de agosto de 2021, conforme aditado ("Vendedores"), ao Fonte de Saúde Fundo de Investimento em Participações Multiestratégia, inscrito no CNPJ/ME sob o nº 42.479.729/0001-32 ("Comprador"), a satisfação e cumprimento de todas as condições suspensivas para o Fechamento da Operação contratada entre os Vendedores e o Comprador sob o contrato de compra e venda de ações da Companhia, celebrado em 21 de dezembro de 2021 e aditado em 9 de fevereiro de 2022 ("Contrato").

Com efeito, de acordo com o previsto na Cláusula aplicável do Contrato, o Fechamento da Operação deve ocorrer em até 5 (cinco) dias úteis contados desta data. Uma vez ocorrido o Fechamento da Operação, informaremos a Companhia para a divulgação ao mercado, em conjunto com as informações pertinentes.

Os Vendedores solicitam à Companhia que divulgue esta carta ao mercado como Fato Relevante, nos termos da regulamentação aplicável.

Atenciosamente,

DocuSigned by:
Sérgio Tufik
0F431F7B77CF41A...
Sergio Tufik

DocuSigned by:
Roberto Kalil Issa
39810D7200D441F...
Roberto Kalil Issa

DocuSign

Certificate Of Completion

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Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/8/2022 6:58:41 PM
Certified Delivered	Security Checked	4/8/2022 7:04:50 PM
Signing Complete	Security Checked	4/8/2022 7:05:09 PM
Completed	Security Checked	4/8/2022 7:21:10 PM

Payment Events	Status	Timestamps

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ANEXO II

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São Paulo, 9 de abril de 2022.

À
CENTRO DE IMAGEM DIAGNÓSTICOS S/A ("ALLIAR") OU ("COMPANHIA")
A/C. SRA. KARLA MACIEL DOLABELLA
Via e-mail: ri@alliar.com

Ref: *Contrato de Compra e Venda de Ações da Companhia – Cumprimento de Condições Suspensivas*

Prezada Sra. Karla,

Fazemos referência ao Contrato de Compra e Venda de Ações celebrado, em 21 de dezembro de 2021, entre o FONTE DE SAÚDE FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES MULTIESTRATÉGIA ("Fundo") e os acionistas signatários do acordo de acionistas da ALLIAR celebrado em 20 de agosto de 2021, conforme aditado ("Vendedores" e "CCV", respectivamente), para, nos termos da anexa comunicação recebida pelos Vendedores, informar que foram cumpridas as condições precedentes previstas no CCV, de forma que o fechamento da operação se dará no prazo de 5 (cinco) dias úteis contados do recebimento da aludida missiva.

Manteremos a Companhia informada a respeito dos desdobramentos da operação para que esta possa dar cumprimento de forma tempestiva às suas obrigações legais e regulatórias.

Cordialmente,

DocuSigned by:
Mario Okazuka Junior
E2F68763CF6844B...

DocuSigned by:
Rafael Vieira e Fornari
7B617A58DDAD481...

FONTE DE SAÚDE FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES MULTIESTRATÉGIA
MAM ASSET MANAGEMENT GESTORA DE RECURSOS LTDA.

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São Paulo, 8 de abril de 2022

A
MAM Asset Management Gestora de Recursos Ltda.
Av. Brig. Faria Lima, 3477 – Torre A – 11º Andar
CEP 04583-133, São Paulo – SP
E-mail: asset@assetmam.com.br
At.: Sr. Mario Okazuka Junior

(*Por email*)

Ref.: Centro de Imagem Diagnósticos S.A. ("Alliar") – Contrato de Compra e Venda de Ações e Outras Avenças – Cumprimento das Condições Suspensivas e Previsão do Fechamento

Prezados Senhores,

1. Reportamo-nos ao Contrato de Compra e Venda de Ações e Outras Avenças celebrado em 21 de dezembro de 2021 ("Contrato"), assinado por e entre, de um lado, na qualidade de Comprador, Fonte de Saúde Fundo de Investimento em Participações Multiestratégia, e, de outro, os acionistas que compõem atualmente o bloco de controle da Alliar, signatários do acordo de acionistas arquivado na sede da Alliar, celebrado em 20 de agosto de 2021, conforme aditado (doravante, os "Vendedores"). Todos os termos iniciados em maiúsculos utilizados na presente notificação terão o significado a eles atribuído no Contrato, exceto se de outra forma estabelecido expressamente nesta carta.

2. Para fins do disposto na Cláusula 3.1 do Contrato, vimos por meio desta, em nome de todos os Vendedores, comunicar ao Comprador a integral satisfação de todas as Condições Suspensivas estabelecidas nas Cláusulas 4.2 e 4.3 do Contrato, em favor do Comprador ou das Partes, conforme o caso, inclusive a obtenção de todos os consentimentos e aprovações de terceiros necessários para a consumação da Compra e Venda sem que Companhia e/ou os Vendedores violem quaisquer obrigações, declarações ou garantias que venham a resultar na rescisão ou término antecipado de seus contratos, e/ou no vencimento antecipado de suas dívidas e/ou obrigações, conforme listadas no Anexo 4.2(ii) do Contrato (observado o disposto no Fato Relevante divulgado pela Alliar no dia 4 de abril de 2022 em relação à ratificação da aprovação dos debenturistas e celebração de aditivo à respectiva escritura de emissão em assembleia geral de debenturistas já devidamente convocada para ser realizada no dia 26 de abril de 2022).

3. Dessa forma, uma vez satisfeitas todas as Condições Suspensivas estipuladas na Cláusula 4 do Contrato, o Fechamento deve ocorrer em até 5 (cinco) Dias Úteis contados desta data, conforme Cláusula 3.1 do Contrato, exceto se de outra forma mutuamente acordado pelas Partes.

Atenciosamente,

DocuSigned by:
Sergio Tufik
0F431F7B77CF41A...
Sergio Tufik

DocuSigned by:
ROBERTO KALIL ISSA
30810D7200D441F...
Roberto Kalil Issa