

APPENDIX 12 – B3 PROCEDURE MANUAL

CONCESSION REQUEST FOR PROPOSAL 001/2024

**Administrative Concession for the provision of Street Lighting services in the
Municipality of Foz do Iguaçu/PR**

SUMMARY

SUMMARY2
INTRODUCTION3
CHAPTER 1 ACCREDITEDS PARTICIPANT6
CHAPTER 2 ENVELOPES DELIVERY DATE8
CHAPTER 3 GUARANTEE OF THE PROPOSAL10
CHAPTER 4.....21
CHAPTER 5.....24
CHAPTER 6 B3'S REMUNERATION25
ANNEX A INTERMEDIATION CONTRACT PROPONENT AND ACCREDITED PARTICIPANT26
ANNEX B MODEL BANK GUARANTEE LETTER32

INTRODUCTION

This manual instructs the PROPONENTS on the stages of the PUBLIC BIDDING, having a merely informative and complementary character to the REQUEST FOR PROPOSAL.

B3 will report to the BIDDING COMMITTEE all issues arising from its provision of service.

The final decisions of the PUBLIC BIDDING are the sole responsibility of the BIDDING COMMITTEE responsible for conducting the procedures related to the PUBLIC BIDDING.

B3 does not guarantee the fulfillment of any obligation of the parties involved in the PUBLIC BIDDING, GRANTING AUTHORITY, advisors, PROPONENTS, ACCREDITED PARTICIPANTS, not being obliged to honor any payments due, not acting as co-obligated of the defaulting party and not making any payments in place of these.

B3 emphasizes its status as an advisor to the GRANTING AUTHORITY in the scope of the PUBLIC BIDDING. Furthermore, B3's performance is limited to technical support related to the procedures inherent to PUBLIC BIDDING, such as: analysis of REQUEST FOR PROPOSAL; preparation of the B3 PROCEDURE MANUAL; provision of resources and spaces for sessions held at B3; provision of resources and spaces for storage of documentation; support for clarification of doubts to PROPONENTS regarding procedures involving B3; assistance in receiving, analyzing, maintaining, returning and executing the GUARANTEE OF THE PROPOSAL; support to the analysis of legal, technical, economic-financial, fiscal and labor qualification documentation; publication of the access *link* to the REQUEST FOR PROPOSAL and the B3 PROCEDURE MANUAL on the B3 *website*.

On the other hand, it is not up to B3 to act in activities fundamental to the realization of the PUBLIC BIDDING any information, any, nor to assume the front or make non-delegable decisions of the Public Administration in the PUBLIC BIDDING, these attributions being exclusive prerogatives of the GRANTING AUTHORITY, such as publications of an official or binding nature; access to the REQUEST FOR PROPOSAL and its ATTACHMENTS; other manuals, any technical note, clarifications to the REQUEST FOR PROPOSAL; changes in deadlines; return of GUARANTEE OF THE PROPOSAL in the form of a security deposit; credit,

liquidity, enforceability and enforcement of GUARANTEE OF THE PROPOSAL; any other guarantees; provision of documentation for consultation; reorganization of failures or promotion of diligence; participation or qualification of PROPONENTS; obligations of the PROPONENTS and winning PROPONENT, eventual shareholder agreements, eventual liquidation, eventual credits, eventual tag along and participation rights, obligations of the GRANTING AUTHORITY before the winning PROPONENT; and other stages of the PUBLIC BIDDING not set forth in this B3 PROCEDURE MANUAL.

PREVALENCE OF THE REQUEST FOR PROPOSAL

If there is a conflict between the provisions of this document and those of the REQUEST FOR PROPOSAL, the provisions of the REQUEST FOR PROPOSAL shall prevail.

DEFINITIONS AND ABBREVIATIONS

The definitions used in this B3 PROCEDURE MANUAL are the same as those applied to the REQUEST FOR PROPOSAL. Any new term that may have been used in this B3 PROCEDURE MANUAL does not replace or invalidate the terms adopted by the REQUEST FOR PROPOSAL, which will always prevail.

PUBLIC BIDDING DOCUMENTS

The documents related to the PUBLIC BIDDING will be made available as described in REQUEST FOR PROPOSAL.

This B3 PROCEDURE MANUAL can also be obtained from the B3 *website*, at

https://www.b3.com.br/pt_br/produtos-e-servicos/negociacao/leiloes/licitacoes-publicas/licitacoes/em-andamento-e-anteriores/.

QUESTIONS REGARDING THE B3 PROCEDURE MANUAL

The ACCREDITED PARTICIPANTS and others interested in the PUBLIC BIDDING may clarify doubts about the stages of the PUBLIC BIDDING described in this B3 PROCEDURE MANUAL by the leiloes@b3.com.br *e-mail*.

The doubts sent to the mentioned *e-mail* are not confused with any challenge, clarification, or recourse to the REQUEST FOR PROPOSAL.

B3 points out that any guidance provided within the scope of specialized technical advice to public biddings does not constitute clarifications to the REQUEST FOR PROPOSAL.

CHAPTER 1

ACCREDITED PARTICIPANT

The PROPONENT must be represented by ACCREDITED PARTICIPANT in stages with B3, according to the REQUEST FOR PROPOSAL.

Whenever necessary, B3 will contact the ACCREDITED PARTICIPANT and the participant, in turn, must communicate with the PROPONENT.

Only a broker or distributor authorized to operate in B3 may represent the PROPONENT. This authorization can be confirmed in a list published in the *site* from B3, in http://www.b3.com.br/pt_br/produtos-e-servicos/participantes/busca-de-participantes/.

May only exercise representation of a single ACCREDITED PARTICIPANT and each ACCREDITED PARTICIPANT may only be represented by a single PROPONENT. In case of PROPONENT who will participate in CONSORTIUM, the ACCREDITED PARTICIPANT will exercise the representation of all the members of the CONSORTIUM, which constitutes a single PROPONENT.

INTERMEDIATION CONTRACT BETWEEN THE ACCREDITED PARTICIPANT AND THE PROPONENT

To formalize this intermediation, the PROPONENT must sign a contract with an ACCREDITED PARTICIPANT, pursuant to Annex A of this B3 PROCEDURE MANUAL, and this document must be presented within the ENVELOPE 1.

The document must be signed by the legal representative of the PROPONENT and by representatives of the ACCREDITED PARTICIPANT, by two witnesses and have notarized recognition of the signatures of the signatories, or digitally signed, as per the REQUEST FOR PROPOSAL.

The proof of the powers of the signatories of the ACCREDITED PARTICIPANT can be proven by consulting the registration in the B3 system. If the ACCREDITED PARTICIPANT does not have registration in B3, its registration is outdated, or if its signatories of the intermediation contract are not registered in the B3 system, the ACCREDITED PARTICIPANT must present

proof of the powers of the signatories in ENVELOPE 1, according to the REQUEST FOR PROPOSAL.

The verification of the current situation of the registration of ACCREDITED PARTICIPANT in B3 can be carried out through the *e-mail* leiloes@B3.com.br, through the information of the corporate name of the ACCREDITED PARTICIPANT and the full name of the representatives you wish to consult.

CHAPTER 2

ENVELOPES DELIVERY DATE

As provided for in item 12.1 of the REQUEST FOR PROPOSAL, the PROPONENTS, duly represented by ACCREDITED PARTICIPANT, must deliver in person to B3 the ENVELOPES 1, 2 and 3, on the dates and times provided for in the REQUEST FOR PROPOSAL.

IMPERSONATION

The documents must be delivered through representatives of the ACCREDITED PARTICIPANT of the PROPONENT.

The powers of representation will be verified via the B3 system.

Prior consultation may be carried out through the Documents Portal by the ACCREDITED PARTICIPANT itself, in accordance with the guidelines in item 2. Main Screen and its Functionalities, c) Consultation, of the Navigation Manual.

If the ACCREDITED PARTICIPANT's registration is outdated, the ACCREDITED PARTICIPANT may arrange for it to be updated according to the guidelines in item 4. Make Requests, a) Include a new attorney-in-fact or b) Update registration and corporate data from the Navigation Manual, as applicable.

Only if the registration of the ACCREDITED PARTICIPANT, present at the time of the ENVELOPES DELIVERY DATE, with B3 is not updated, documents proving its powers of representation must be delivered by the ACCREDITED PARTICIPANT, in a section of any ENVELOPE, since ENVELOPE 1 will only be opened after the identification of sufficient powers for the practice of this act.

At the end of the contribution, for it to be completed, the ACCREDITED PARTICIPANT must sign, together with B3, the receipt protocol in at least two copies, and B3 will retain one of the routes.

Also, in the event of an outdated registration, the ACCREDITED PARTICIPANT may arrange its update, in advance, with the B3 Registration area, being exempt the presentation of its documents of proof of powers mentioned above.

It is not necessary to be qualified as an operator of Stock Exchange tables to act as a representative of the ACCREDITED PARTICIPANT, simply being a representative of the latter.

ENVELOPE ANALYSIS

After the delivery of the Envelopes, the PUBLIC BIDDING COMMISSION will promote the opening and analysis of the ENVELOPES 1, whose regularity will be required for the participation of the PROPONENTS in the PUBLIC SESSION and subsequent steps.

The analysis of documents may be carried out jointly by the PUBLIC BIDDING COMMISSION and B3. Any decision regarding the suitability of the PUBLIC is solely and exclusively the responsibility of the PUBLIC BIDDING COMMISSION.

The results of the analyses will be disclosed by the PUBLIC BIDDING COMMISSION on the dates indicated in the REQUEST FOR PROPOSAL, on the website indicated in the REQUEST FOR PROPOSAL for monitoring of the PUBLIC BIDDING.

The documents analyzed by B3 will be under its custody for later archiving of the project.

CHAPTER 3

GUARANTEE OF THE PROPOSAL

ACCEPTED MODALITIES

The GUARANTEE OF THE PROPOSAL can be contributed, according to the following instructions, in the following modalities:

- Guarantee Insurance Policy;
- Bank Guarantee Letter;
- Federal Public Title; and/or
- Security Deposit (Cash Deposit).

REGULATIONS APPLICABLE TO ALL MODALITIES

SPECIFIC DEPOSIT

The PROPONENTS must make a specific guaranteed deposit for the participation in the PUBLIC BIDDING. Any guarantee deposited with B3 for other operations of the ACCREDITED PARTICIPANTS or the PROPONENTS will not be part of the GUARANTEE OF THE PROPOSAL of the PUBLIC BIDDING.

CURRENCY

The GUARANTEE OF THE PROPOSAL must be issued in national currency, Real.

OBJECT

Ensure the maintenance of the COMMERCIAL PROPOSALS presented by the PROPONENTS during the PUBLIC BIDDING.

VALUE

The PROPONENT must provide a GUARANTEE OF THE PROPOSAL according to the value provided for in item 14.2.1 of the REQUEST FOR PROPOSAL.

DENOMINATION

If the PROPONENT participates alone, the guaranteed instrument must have as borrower/bailed/holder/depositary its own corporate name.

CONSORTIUM

If the PROPONENT participates in a consortium, it will not be accepted GUARANTEE OF THE PROPOSAL that uses as borrower/guarantor/holder/depositary the name of CONSORTIUM, since CONSORTIA do not have legal personality. In this case, the GUARANTEE OF THE PROPOSAL may be delivered:

- In only one instrument in the corporate name of a CONSORTIUM; or
- In different instruments each one in the corporate name of a CONSORTIUM UNIT, so that the sum of these reaches the minimum value indicated in item 14.2.1 of the REQUEST FOR PROPOSAL.

According to item 14.2.7 of the REQUEST FOR PROPOSAL, if the BIDDER participates in a CONSORTIUM, it is admissible to contribute the total amount of the PROPOSAL GUARANTEE segregated among the CONSORTIUM MEMBERS, regardless of the percentage of their participation in the CONSORTIUM, which may opt for one of the guarantee modalities, without prejudice to the choice by the other CONSORTIUM MEMBERS of a different modality. It is also allowed to deliver a single GUARANTEE OF THE PROPOSAL, corresponding to the full value of the guarantee, by a single CONSORTIUM MEMBER.

In all cases, the GUARANTEE OF THE PROPOSAL must ensure the responsibility of the CONSORTIUM, being forbidden the instrument that guarantees only the participation of part of the CONSORTIUM MEMBERS. The name of the CONSORTIUM, the corporate reasons of all the CONSORTIUM MEMBERS and their participation percentages must be included in

the description of the Guarantee Insurance Policy, the Bank Guarantee Letter and/or be communicated in case of Federal Public Bond.

INVESTMENT FUND

In the case of an investment fund, the GUARANTEE OF THE PROPOSAL must be in the name of the fund administrator.

The name of the investment fund must appear in the description of the Guarantee Insurance Policy, the Bank Guarantee Letter and/or be communicated in case of Federal Public Bond.

TERM

According to item 14.2.4 of the REQUEST FOR PROPOSAL, the GUARANTEE OF THE PROPOSAL must be in force for a minimum period of 180 (one hundred and eighty) days from the ENVELOPES DELIVERY DATE.

As provided for in SUSEP Circular No. 662 of April 11, 2022, the policy shall comprise the twenty-four (24) hours, both from the date of commencement of its validity, that is, the ENVELOPES DELIVERY DATE, and the date of end of duration.

VALUATION AND MAINTENANCE

B3 will monitor the valuation of the GUARANTEES OF THE PROPOSAL and inform the PUBLIC BIDDING COMMISSION, if it evaluates that any of these have suffered or are about to suffer deterioration in value or quality, so that the PUBLIC BIDDING COMMISSION may establish a deadline for the PROPONENT to promote the reinforcement or replacement of the GUARANTEE OF THE PROPOSAL, pursuant to the GUARANTEE OF THE PROPOSAL.

REPLACEMENT

After the date and time limit for filing the GUARANTEE OF THE PROPOSAL, on the ENVELOPES DELIVERY DATE, these may only be modified or replaced by other accepted guarantees, as provided for in the REQUEST FOR PROPOSAL and in this B3 PROCEDURE MANUAL, with the express and prior consent of the PUBLIC BIDDING COMMISSION or at

the time of its renewal, and for the restoration of its economic value and conditions of feasibility.

B3 will only proceed to the return of the replaced guarantees after the deposit of the substitute guarantees has been effected.

B3 will only make any movement of GUARANTEE OF THE PROPOSAL deposited with express and formal order of the PUBLIC BIDDING COMMISSION.

RETURN

The returns of the guarantees provided will be authorized by the PUBLIC BIDDING COMMISSION, according to the specifications of item 14.2.14 of the REQUEST FOR PROPOSAL.

The return of the GUARANTEE OF THE PROPOSAL will occur through the ACCREDITED PARTICIPANT of the PROPONENT with B3, in the modalities Guarantee Insurance Policy, Bank Guarantee Letter and Federal Public Bond. When authorized by the PUBLIC BIDDING COMMISSION, B3 will contact the ACCREDITED PARTICIPANTS to operationalize the return of the guarantees provided.

EXECUTION

According to item 14.2.12 and hypotheses suggested in the REQUEST FOR PROPOSAL, the GUARANTEE OF THE PROPOSAL may be executed by the GRANTING AUTHORITY, with operational support from B3. Whenever one or more of the conditions provided for therein is verified, the PUBLIC BIDDING COMMISSION shall have the prerogative to execute GUARANTEE OF THE PROPOSAL, without prejudice to other penalties provided for by law and in the REQUEST FOR PROPOSAL.

REGULATIONS APPLICABLE TO THE GUARANTEE INSURANCE POLICY MODALITY

FORM OF THE DOCUMENT

Surety bond policies that meet the following requirements will be accepted:

- The Insurer is duly constituted and authorized to operate by SUSEP;
- The policy indicates the PROPONENT as the borrower, observing the specific rules;
- The policy indicates the GRANTING AUTHORITY, as the beneficiary;
- The guidelines of item 14.5 of the REQUEST FOR PROPOSAL are respected and follow the minimum content contained in Annex B of this B3 PROCEDURES MANUAL;
- Clauses are not added that exempt the PROPONENT or the insurance institution from its responsibilities;
- Comply with Susep Circular 662, of April 11 of 2022 and other current conditions stipulated by the Superintendence of Private Insurance – SUSEP; and
- Surety bond policies with digital certification are subject to verification of their authenticity on the website of the insurer or of SUSEP.

FORM OF ISSUE AND UPFRONT PAYMENT

For the insurance-guarantee policy modality follows the instructions:

- The PROPONENT will request the issuance of a surety bond policy to the insurance institution preferably registered in B3, observing the criteria stipulated in this B3 PROCEDURE MANUAL and in the REQUEST FOR PROPOSAL;
- The guarantee insurance policy it must be included in ENVELOPE 1;
- The policy must contain digital certification, admitting policies with pen signatures with notarized signatures or with electronic signatures; and
- B3 will advise the PUBLIC BIDDING COMMISSION in verifying the regularity of the documentation.

ISSUER REGISTRY SURETY BOND POLICY AT B3

To prove the powers of the signatories of the guarantee insurance, the PROPONENTS may use as signatories of the insurance-guarantee policies the administrators registered and subject to verification on the SUSEP website.

Institutions that have and have their registration updated in B3 do not need to send the documents proving the powers of representation.

Prior consultation may be carried out through the Documents Portal by the ISSUER itself, in accordance with the guidelines in item 2. Main Screen and its Functionalities, c) Consultation, of the [MANUAL DE NAVEGAÇÃO](#).

The issuing institution may update its registration according to the guidelines in item 4. Make Requests, a) Include a new attorney-in-fact or b) Update registration and corporate data from the [MANUAL DE NAVEGAÇÃO](#).

If the institution has not registered or updated its registration with B3, the documents must be included in ENVELOPE 1.

RULES APPLICABLE TO THE BANK GUARANTEE LETTER MODALITY

FORM OF THE DOCUMENT

Bank bail letters that meet the following requirements will be accepted:

- The bank guarantee letter indicates the PROPONENT as a guarantor, subject to the specific rules;
- The bank guarantee letter indicates the GRANTING AUTHORITY as the beneficiary;
- The obligations of the bank guarantee letter are before the GRANTING AUTHORITY;
- The guarantor institution is a commercial, investment and/or multiple banks, authorized to operate in Brazil, according to Brazilian legislation and the financial sector's own regulation;
- The guarantor institution observes the prohibitions of the National Monetary Council regarding the limits of indebtedness and risk diversification;

- The guarantor institution is a financial institution rated between the first and second floors, i.e. between "A" and "B" on the long-term rating scale of at least one of the Fitch Ratings, Moody's or Standard & Poors rating agencies;
- The guarantor institution has Embratel's EMVIA system for B3 to verify the authenticity of the bank guarantee letter;
- The bank bail letter is delivered in its original physical form;
- The bank guarantee letter must be handwritten and have the signatures of the guarantor's legal representatives notarized, and must also have initials on the other pages and on the back;
- The bank bail letter has the signature of two witnesses;
- The guidelines in item 14.6 from REQUEST FOR PROPOSAL;
- The model contained in Annex C of this B3 PROCEDURES MANUAL is used; and
- Clauses are not added that exempt the PROPONENT or the guarantor institution from its responsibilities.

FORM OF ISSUE AND CONTRIBUTION

Modality for the bank bail letter follows the routine:

- The letter of guarantee must be presented in its original copy, copies of any nature being prohibited;
- The bank guarantee letter must be contained in ENVELOPE 1; and
- B3 will advise the PUBLIC BIDDING COMMISSION in verifying the regularity of the documentation.

STATION REGISTRY BANK GUARANTEE AT B3

To prove the powers of the signatories of the guarantee, it is possible to use the registration of the issuing institution in B3, as indicated below.

Institutions that have updated registration in B3 are exempt from sending documents proving representation.

Prior consultation may be carried out through the Document Portal by the broadcaster itself, according to the guidelines of item 2. Main Screen and its Functionalities, c) Query, of the [Manual de Navegação](#).

The issuing institution may update its registration according to the guidelines of item 4. Perform Requests, a) Include new attorney or b) Update of registration and corporate data, of the [Manual de Navegação](#).

If the institution:

- do not have registration and want to register, you must request your registration under the terms of item 1. Access to the Platform, a. Companies applying for participants, from Navigation Manual; or
- does not have registration is updated in B3 in a timely manner, the Proponents may, alternatively (i) present a Certificate of Administrators, issued on the SUSEP, in the case of insurance-guarantee; or (ii) provide proof of legal representatives, issued on the Central Bank's website, as the case may be. The documents may appear in the Proposal Guarantee envelope and/or be sent by e-mail, in possession of digital certification, as the case may be.

RULES APPLICABLE TO THE FEDERAL PUBLIC TITLE MODALITY

ACCEPTED TITLES

- Prefixed Treasury (National Treasury Bills – LTN);
- Treasury SELIC (Financial Treasury Bills – LFT);
- National Treasury Notes series B (NTN – B);
- National Treasury Notes Series B Principal (NTN – B Principal);
- IGPM+ Treasury with Semiannual Interest (National Treasury Notes - series C - NTN -C); or

- Prefixed Treasury with Semiannual Interest (National Treasury Notes - series F - NTN-F).

FORM OF TRANSFER AND CONTRIBUTION

The book-entry blocking of Federal Public Title will be done through the following routine:

- The PROPONENTS holding their own portfolio of Federal Public Securities shall make their contribution as collateral through the transfer of these securities, in the Special System of Settlement and Custody - SELIC, to the account maintained by B3 in the system.
- The PROPONENT will request, to the financial institution to which its position of securities in the SELIC is linked, that arranges for the transfer with the system to B3. Not necessarily the financial institution that has the position of securities is the ACCREDITED PARTICIPANT hired by the PROPONENT to represent it in the BIDDING.
- The following information must be sent by the PROPONENT to B3:
 - Data of the securities being transferred;
 - Corporate name and code of the financial institution in which the PROPONENT holds its position of securities; and
 - Client code and the account of the PROPONENT in the B3 Guarantee System (NGA);
- The securities must be transferred by the financial institution through a "non-financial operation", called "1023", in the Special Settlement and Custody System – SELIC, to the execution of the transfer command.
- The ACCREDITED PARTICIPANT sends to B3 the information about the securities that are being transferred. B3 arranges the SELIC release match and accompanies your update to confirm the deposit in the Guarantee System.
- After this procedure, B3 registers the transfer in the B3 Guarantee System (NGA). The brokers that brokered the transfer of the securities can confirm it through the website <https://clearing3.bvmfnet.com.br/Garantias/>.

- The delivery of the GUARANTEE OF THE PROPOSAL will be confirmed digitally through B3's system.

Due to the SELIC transfer deadlines, only available securities, under the custody of B3, in that system, until the deadline of the ENVELOPES DELIVERY DATE described in the REQUEST FOR PROPOSAL, will be accepted as GUARANTEE OF THE PROPOSAL.

VALUATION

Federal Public Bonds transferred to B3's guarantee account will be subject to daily valuation for calculation of their economic value, as defined by the Ministry of Finance and calculated by B3.

Missing cases will be dealt with directly by the PUBLIC BIDDING COMMISSION.

B3 may inform the PUBLIC BIDDING COMMISSION, at any time, of the need for the recomposition of securities with the intention of keeping unchanged the amount required by the REQUEST FOR PROPOSAL.

RULES APPLICABLE TO THE CASH DEPOSIT MODALITY

The acceptance of the proof of deposit is made by the PUBLIC BIDDING COMMISSION, and B3 has no responsibility for this act. B3 will also not be responsible for the return of the GUARANTEE OF THE PROPOSAL that is deposited in the form of a cash deposit, and the PROPONENT must contact the PUBLIC BIDDING COMMISSION directly for instructions.

FORM OF DELIVERY

The GUARANTEE OF THE PROPOSAL must be delivered by including the proof of deposit in its original format in ENVELOPE 1.

FORM OF DEPOSIT AND CONTRIBUTION

The PROPONENT does not make the contribution to B3. The contribution must be made as described in item 14.3.1 of the REQUEST FOR PROPOSAL.

Due to the compensation period, only the resources under the custody of the PUBLIC BIDDING COMMISSION will be accepted as a GUARANTEE OF THE PROPOSAL of the PUBLIC BIDDING UNTIL the deadline of the ENVELOPES DELIVERY DATE described in the REQUEST FOR PROPOSAL.

ENVELOPE DOCUMENTS 1

Inside the ENVELOPE 1 must be included the documents set forth in item 13.1.1 of the REQUEST FOR PROPOSAL.

CHAPTER 4

PUBLIC SESSION OF THE BIDDING PROCESS

OBJECT, PLACE, DAY AND TIME

The characteristics of the object of PUBLIC BIDDING are described during the REQUEST FOR PROPOSAL and in its related documents. The PUBLIC SESSION will be held at B3.

The decision on the regularity of the documents contained in ENVELOPE 1, including the GUARANTEE OF THE PROPOSAL, submitted by the PROPONENTS will be published on the WEBSITE indicated in the REQUEST FOR PROPOSAL.

The PUBLIC SESSION for the opening and classification of COMMERCIAL PROPOSALS aims to select the proposal with the lowest value of MONTHLY OFFERED PAYMENT to be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE

The Director of the Session may establish a break during the PUBLIC SESSION if he deems it appropriate to the progress of the work.

GENERAL PUBLIC

Access to the place of the PUBLIC SESSION is free for anyone who wants to attend it, not being necessary prior registration, only identification at the reception. It will be observed the limit of the physical capacity of gifts of the place so that the building security is maintained.

The PUBLIC SESSION will be broadcast publicly, live and will be available from the time of its beginning, on the website www.tvB3.com.br.

PROPONENTS ELIGIBLE TO PARTICIPATE IN THE PUBLIC SESSION

The PROPONENTS who meet all the requirements of the REQUEST FOR PROPOSAL will be able to participate in the PUBLIC SESSION, according to the publication of a statement on the WEBSITE.

IMPERSONATION

In the PUBLIC SESSION, the intermediation between B3 and the representative of the PROPONENT must be carried out by the ACCREDITED PARTICIPANT.

Until the second business day prior to the date of delivery of the envelopes, each ACCREDITED PARTICIPANT may indicate to B3, in the *e-mail* leiloes@B3.com.br, the members of the PROPONENT who will be present.

Access to the restricted area to investors may be limited to ensure the isonomy, comfort and confidentiality of the communication of the PROPONENTS in the PUBLIC SESSION.

ENVELOPE DOCUMENTS 2

Inside the ENVELOPE 2 must be included the documents set forth in item 13.1.2 of the REQUEST FOR PROPOSAL.

DYNAMICS

The procedures of the PUBLIC SESSION will be conducted by B3 in its premises, on behalf of the PUBLIC BIDDING COMMISSION and according to the dictates of the REQUEST FOR PROPOSAL.

The decisions taken in the PUBLIC SESSION are the responsibility of the PUBLIC BIDDING COMMISSION.

The Director of the Session will start the PUBLIC SESSION offering the necessary information for the conduct and good understanding of the dynamics and will request the PUBLIC BIDDING COMMITTEE the ENVELOPE 2 of each eligible PROPONENT, to make the opening publicly.

The Director of the Session will proceed to the opening of the ENVELOPES 2, analysis, reading to the public and classification of the COMMERCIAL PROPOSALS, followed by the classification in ascending order, of the proposals offered by respective PROPONENTS, and finally, will proclaim the best ranked PROPONENT, under the terms of the REQUEST FOR PROPOSAL.

PROVISION OF INFORMATION

COMMERCIAL PROPOSALS will be displayed in the B3 system in ascending order of value. Thus, the first place will be the one that offers the lowest value.

STALEMATE

There may be a tie resolution according to item 19.3 of the REQUEST FOR PROPOSAL. If there is a draw promoted by the Director of the PUBLIC SESSION, on behalf of the PUBLIC BIDDING COMMISSION, the first PROPONENT drawn will be the best classified.

FINAL RESULT

In compliance with all previous phases, the best ranked PROPONENT will be immediately declared by the Director of the Session, on behalf of the PUBLIC BIDDING COMMISSION.

CHAPTER 5

QUALIFICATION

ANALYSIS OF QUALIFICATION DOCUMENTS

Once the result of the PUBLIC SESSION is declared, the best ranked PROPONENT will have its QUALIFICATION DOCUMENTS already delivered, opened.

The documents will be opened and analyzed, and the PUBLIC BIDDING COMMISSION will decide on the regularity of the documentation.

Upon completion of the analysis of ENVELOPE 3 of the winning PROPONENT, the PUBLIC BIDDING COMMISSION will pronounce and disclose its decision on the result of the analysis.

In case of disqualification of the best classified PROPONENT, the other PROPONENTS, successively, according to classification, may have their ENVELOPES 3 analyzed, until one of the PROPONENTS complies with all the requirements of the REQUEST FOR PROPOSAL.

ENVELOPE 3

The documents common to all types of PROPONENTS must be observed, in addition to those specific to each type, according to what is contained in the REQUEST FOR PROPOSAL, especially the items 13.1.3 and 16.

CHAPTER 6

B3'S REMUNERATION

APPROVAL, AWARD OF THE OBJECT OF THE PUBLIC BIDDING AND REMUNERATION OF B3

Pursuant to item 22.1.2.i of the REQUEST FOR PROPOSAL, after the approval and adjudication of the object of the PUBLIC BIDDING, B3 will charge the amount related to its remuneration, in the amount of R\$479.016,38 (four hundred and seventy-nine thousand sixteen reais and thirty-eight cents).

After the award of the object of the PUBLIC BIDDING, B3 will issue, against the ACCREDITED PARTICIPANT who represented the winning PROPONENT, a bank collection slip for payment within 15 (fifteen) days from its issuance, which must be paid without delay before the signing of the CONTRACT AGREEMENT.

In the event that the SUCCESSFUL PARTY does not make the payment in the manner foreseen, as a result of a fact not attributable to B3, a fine of 2% (two percent) and default interest of 0.5% (half a percent) per month will be added to the amounts due, pro rata tempore, calculated from the due date of the payment slip until the date of effective settlement, without prejudice to the execution of the BID GUARANTEE, in the event of default.

The value will be updated annually by the positive variation of the National Broad Consumer Price Index – IPCA / IBGE, released by the Brazilian Institute of Geography and Statistics, or in the absence thereof, by the update index that will replace it, having as base date june/2022.

B3 will confirm the receipt of its remuneration to the PUBLIC BIDDING COMMISSION, attesting to the fulfillment of this precondition of signature of the CONTRACT AGREEMENT.

ANNEX A

INTERMEDIATION CONTRACT PROPONENT AND ACCREDITED PARTICIPANT

[place], [day] of [month] of [year].

To B3 S.A. – BRASIL, BOLSA, BALCÃO

REQUEST FOR PROPOSAL 001/2024

ADMINISTRATIVE CONCESSION FOR THE PROVISION OF STREET LIGHTING SERVICES IN THE MUNICIPALITY OF FOZ DO IGUAÇU/PR

In the best form of law, the parties:

[Corporate name of the ACCREDITED PARTICIPANT], broker/distributor company with headquarters at [headquarters of the ACCREDITED PARTICIPANT], registered with the CNPJ/MF [CNPJ of the ACCREDITED PARTICIPANT], in this act represented in the form of its Bylaws, hereinafter referred to as the ACCREDITED PARTICIPANT; and

[*the PROPONENT* Corporate name of the PROPONENT], with headquarters at; the [registered office of the PROPONENT], registered with the CNPJ/MF [CNPJ of the PROPONENT], in this act represented in the form of its Bylaws, hereinafter referred to as PROPONENT;

RESOLVE to enter into this contract for intermediation by ACCREDITED PARTICIPANT in the participation of the PROPONENT in the PUBLIC BIDDING, in the acts performed under the advice of B3 to the GRANTING AUTHORITY, under the terms of the REQUEST FOR PROPOSAL and the B3 PROCEDURE MANUAL.

1. The PROPONENT and ACCREDITED PARTICIPANT declare to know, comply with and comply with, without reservations, all the terms, rules, obligations, conditions, forms and deadlines of the documents related to the PUBLIC BIDDING, which, for all purposes, are an integral part of this Contract Agreement, and therefore allow the adoption of the same meanings of the expressions:

- REQUEST FOR PROPOSAL and MANUAL PROCEDURES of B3;
- Documents and amendments issued by the PUBLIC BIDDING COMMITTEE;
- All documentation that may occur communicated, disclosed or published within the scope of the PUBLIC BIDDING; and
- In the alternative, B3's rules and procedures relating to Auctions in general.

2. Undertake to deliver, the PROPONENT to the ACCREDITED PARTICIPANT, and the ACCREDITED PARTICIPANT to the PUBLIC BIDDING COMMISSION, in or to B3, according to documents and deadlines of the PUBLIC BIDDING:

- GUARANTEE OF THE PROPOSAL;
- ENVELOPES 1, 2 and 3; and
- Remuneration of B3, if so, agreed between the parties.

3. The ACCREDITED PARTICIPANT indicates from now on, in this act, the following operators to act in the public sessions of the BIDDING:

- Main operator: [Full name of the operator], registered in the CPF [CPF *number of the operator*]; and
- Contingency operator: [Full name of the operator], registered in the CPF [CPF *number of the operator*].

3.1. The substitution or inclusion of operators to act in the public bidding sessions is allowed, regardless of the amendment of this contract agreement.

3.2. The credential of the operator of the ACCREDITED PARTICIPANT must be withdrawn, thirty (30) minutes before the beginning of the PUBLIC SESSION of opening of the COMMERCIAL PROPOSALS, with the DIRECTOR OF THE SESSION. At the end of the public session of opening the COMMERCIAL PROPOSALS, the credential must be returned in the same place where it was withdrawn.

4. The ACCREDITED PARTICIPANT is, from now on, obliged as responsible and main payer of the remuneration of B3, under the terms of the REQUEST FOR PROPOSAL and B3 PROCEDURE MANUAL.

5. The brokerage fee due by the PROPONENT to the ACCREDITED PARTICIPANT, for the performance of the intermediation, object of this Agreement, is freely agreed between the parties under *[commercial conditions agreed between the parties]*.

6. The ACCREDITED PARTICIPANT is not responsible for the non-inclusion of the PROPONENT in the list of fit and/or qualified for the BIDDING, to be communicated directly by the PUBLIC BIDDING COMMISSION.

7. The PROPONENT acknowledges and authorizes the compulsory blocking and/or the execution, by the GRANTING AUTHORITY, PUBLIC BIDDING COMMISSION and/or B3, of assets accepted as GUARANTEE OF the PROPOSAL, in accordance with the REQUEST FOR PROPOSAL and in the B3 PROCEDURE MANUAL.

8. The execution of the GUARANTEE OF THE PROPOSAL will be made through alienation, practice, act, form, mode, including extrajudicial, that is more effective to obtain the necessary resources to the proper implementation of the obligations contracted by the PROPONENT by virtue of its participation in the PUBLIC BIDDING.

9. The PROPONENT, by this instrument, grants irrevocably and irrevocably to the ACCREDITED PARTICIPANT, special powers to represent it before B3, the other PROPONENTS, banking institutions or not, Central Bank of Brazil, among other public entities or centralized or custody systems, in order to exercise all rights and assume all obligations arising from PUBLIC BIDDING that at its own expense and order shall be fulfilled

in the form of this Agreement, of the REQUEST FOR PROPOSAL and the B3 PROCEDURE MANUAL, being able, to this end, instruct documents pertinent to the operation and the procedure of its financial settlement of any and all assets used as a means of payment or guarantee, agree, transfer, receive and give discharge, sign commitments, issue, withdraw and sign titles and documents on behalf of the PROPONENT, as well as compromise and practice all other acts necessary for the use of GUARANTEE OF THE PROPOSAL, pursuant to the REQUEST FOR PROPOSAL and the B3 PROCEDURE MANUAL, being finally granted and without reservation to B3 identical powers conferred on the ACCREDITED PARTICIPANT, regardless of the order of appointment above, to, on behalf and order of the PUBLIC BIDDING COMMISSION and the GRANTING AUTHORITY, perform the necessary acts and related to the promotion, administration, clearing and settlement of the means of payment and guarantees that in any way are its delivered, pursuant to the REQUEST FOR PROPOSAL and the B3 PROCEDURE MANUAL.

10. This Agreement shall be in force until the occurrence of both events:

- withdrawal of GUARANTEE OF THE PROPOSAL by the ACCREDITED PARTICIPANT of B3 and return to the PROPONENT; and
- until B3 confirms receipt of your remuneration.

10.1. The termination of this Agreement by the parties safeguards it as valid and produces all its effects on the outstanding obligations until they are duly discharged.

11. Any omission or forfeiture of the parties with respect to the rights and obligations arising out of this Agreement shall not matter, except as expressly provided otherwise, in waiver of such rights, nor shall it constitute an amendment or novation to this Agreement.

12. This Agreement also binds all heirs and successors of the parties.

13. The ACCREDITED PARTICIPANT undertakes to maintain confidentiality regarding the identification and information relating to the PROPONENT, only revealing them to B3, the PUBLIC BIDDING COMMISSION and the GRANTING AUTHORITY, in the form and for the purposes of this Agreement.

14. The PROPONENT undertakes to expressly communicate to the ACCREDITED PARTICIPANT any change in its conditions or information, for the performance of this and considered the due framework and observance of the conditions of participation in the PUBLIC BIDDING, with B3, the PUBLIC BIDDING COMMISSION and the GRANTING AUTHORITY.

15. The forum of the city of São Paulo is elected as the competent to resolve the supervening doubts, except for the option of the ACCREDITED PARTICIPANT, when the plaintiff of the action, to file it at the domicile of the PROPONENT, if this is different from hers.

16. The doubts and controversies arising from this Agreement will be resolved by B3, after hearing the PUBLIC BIDDING COMMISSION, prior to any judicial interpellation, made by any of the parties.

And because the contracting parties are in the most absolute agreement and understanding, they sign the present instrument in [fill with the number of ways negotiated between the parties, considering those necessary in the documentation of the PUBLIC BIDDING] avenues of equal content and form, in the presence of the witnesses below appointed and signed, so that all its effects and purposes may be produced.

Signatures of the legal representatives of the PROPONENT with recognized firms.

[Names of legal representatives] [Corporate Name of the PROPONENT]

Signatures of the legal representatives of the ACCREDITED PARTICIPANT with recognized firms.

[Names of the representatives of the ACCREDITED PARTICIPANT] [Corporate Name of the ACCREDITED PARTICIPANT]

Witnesses:

Name:

Name:

R.G.:

R.G.:

ANNEX B

MINIMUM TERMS AND CONDITIONS OF SURETY BONDS

1. TAKER:

1.1. PROPONENT

2. INSURED:

2.1. Municipality of Foz do Iguaçu/PR, registered with the CNPJ/MF under No. [•]

3. PURPOSE OF THE INSURANCE:

3.1. Guarantee compensation in the amount of up to R\$ [•] ([•]), in the event that the BIDDER fails to comply with any of its obligations arising from the Law or CONCESSION REQUEST FOR PROPOSAL No. 001/2024 regarding the administrative concession for the provision of Public Lighting services in the Municipality of Foz do Iguaçu/PR, including refusal to sign the Concession Agreement or failure to meet the requirements for its signature, under the conditions and deadline established in the REQUEST FOR PROPOSAL.

4. INSTRUMENT:

4.1. Surety Bond Policy issued by an insurer duly constituted and authorized to operate by the Superintendence of Private Insurance – SUSEP, observing the terms of SUSEP's normative acts applicable to surety bonds, especially SUSEP Circular No. 662/2022.

5. WARRANTY VALUE:

5.1. The surety bond policy shall provide for the amount of indemnity in the amount of R\$ [•] ([•] Reais).

6. DEADLINE:

6.1. The surety bond policy shall have a minimum term of 180 (one hundred and eighty) days, counting from the DATE OF DELIVERY OF THE ENVELOPES.

7. MISCELLANEOUS:

7.1. The Surety Bond Policy shall contain the following additional provisions:

(i) Declaration by the insurer that it knows and accepts the terms and conditions of the REQUEST FOR PROPOSAL;

(ii) Declaration by the insurer that it will make the payment of the amounts provided for herein within a maximum period of thirty (30) days, counted from the date of delivery of all documents necessary for the characterization and adjustment of the claim; and

(iii) That if the POLICYHOLDER's non-compliance with the obligations covered by the Surety Bond Policy is confirmed, the INSURED shall have the right to demand from the insurer the indemnity due.

Terms that have not been expressly defined in this ANNEX will have their meanings attributed to them in the REQUEST FOR PROPOSAL.

ANNEX C

SAMPLE BANK GUARANTEE LETTER

[location], [day] of [month] of [year].

TO THE MUNICIPALITY OF FOZ DO IGUAÇU/PR

Ref.: Bank Guarantee Letter No. [●] ("●")

R\$ [●] ([●]).

1. By this Letter of Guarantee, the Bank [●], headquartered in [●], registered with the CNPJ/MF under the number, hereinafter referred to as the "Guarantor Bank", directly by itself and by its eventual successors, is bound to the [●] as joint and several guarantor of [●], headquartered in [●], registered with the CNPJ/MF under the number [●], hereinafter referred to as the "Guarantor", with express waiver of the rights provided for in articles 366, 827, 835, 837, 838 of Law No. 10,406, of January 10, 2002 (Brazilian Civil Code), for the faithful fulfillment of all obligations assumed by the Surety in the bidding procedure described in CONCESSION REQUEST FOR PROPOSAL No. 001/2024, whose terms, provisions and conditions the Guarantor Bank expressly declares to know and accept.

2. The Guarantor Bank is obliged to pay to the Municipality of Foz do Iguaçu/PR the amount of up to R\$ [●] ([●] reais), without limitation, fines, interest, monetary adjustment and other late payment charges, if the Guarantor fails to comply with any of its obligations arising from the Law or from CONCESSION REQUEST FOR PROPOSAL No. 001/2024 regarding the administrative concession for the provision of Public Lighting services in the Municipality of Foz do Iguaçu/PR, including refusal to sign the Concession Agreement or failure to comply with the requirements for its signature, under the conditions and term established in the REQUEST FOR PROPOSAL.

3. The Guarantor Bank is also obligated, up to the amount set forth above, for the losses caused by the Surety, including, but not limited to, the fines imposed on the BIDDER within the scope of the bidding process, committing to make the payments arising from these losses, when required, within a minimum period of 48 (forty-eight) hours, counted from the receipt, by the Guarantor Bank, of the written notification sent by the Municipality of Foz do Iguaçu/PR.

4. The Guarantor Bank shall not allege any objection or opposition from the Guarantor or invoked by it in order to excuse itself from the fulfillment of the obligation assumed before SANEPAR under the terms of this letter of guarantee.

5. The Guarantor Bank undertakes, before writing off the Guarantee, to obtain from B3 S.A. and/or the CREDITOR, confirmation of the release of the Surety in relation to the

Guaranteed Obligation.

6. In the event that the Municipality of Foz do Iguaçu/PR files a lawsuit to demand the fulfillment of the obligation referred to in this letter of guarantee, the Guarantor Bank is obliged to pay the arbitral, judicial or extrajudicial expenses, observing the limit stipulated above.

7. The Guarantee will be valid for a period of 180 (one hundred and eighty) days, counted from the DATE OF DELIVERY OF THE ENVELOPES, according to the conditions mentioned in the REQUEST FOR PROPOSAL.

8. The Guarantor Bank declares that:

8.1. This letter of guarantee is duly accounted for, fully complying with the regulations of the Central Bank of Brazil currently in force, in addition to complying with the precepts of the applicable Banking Legislation;

8.2. The signatories hereto are authorized to provide the bail in their name and in their responsibility;

8.3. Its capital stock is R\$ [•] ([•] reais), and it is authorized by the Central Bank of Brazil to issue letters of guarantee, and that the value of this letter of guarantee, in the amount of R\$ [•] ([•] reais), is within the limits authorized by the Central Bank of Brazil.

Terms that have not been expressly defined in this letter of guarantee shall have the meanings attributed to them in the REQUEST FOR PROPOSAL.

Signatures of the legal representatives of the GUARANTOR BANK
[Names of the legal representatives of the GUARANTOR BANK]
[Corporate Name of GUARANTOR BANK]

Witnesses:

Name:

CPF:

Name:

CPF: