



**FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA**

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

Duly commissioned by the Board of Trade, Industry and Services of the State of Rio Grande do Sul, Brazil, and qualified according to legislation in force, I, Alex Cardoso Cunha, hereby certify that the document described below was presented to me for translation from Portuguese into English

Book No. 24 - Translation No.: 0700/2023

This document is a Regulation for Bidding Processes and Contracts

[Logo: ApexBrasil].

Regulation for Bidding Processes and Contracts of Apex-Brasil.

Chapter I – Principles.

Section 1 – The contracts for works, services, purchases and sales of Apex-Brasil will be preceded by a bidding process, except in cases of no-bid contracts through exemption from or impossibility of a bidding process, and observing the provisions of this Regulation and the internal management rules issued by the Executive Board;

¶ 1 - Apex-Brasil is exempt from observing the rules concerning the bidding process for the direct sale, provision or performance of services and products related to its business purpose, offered broadly and publicly;

¶ 2 – The contracts abroad entered into by Apex-Brasil and its foreign Offices shall comply with the local peculiarities and the basic principles established by this Regulation, observing the internal regulation by Apex-Brasil Executive Board.

¶ 3 – In bidding processes and contracts involving funds from foreign bodies or cooperation from abroad, selection and contract conditions that are peculiar to the rules and procedures of such bodies and partners may be admitted, provided that they do not conflict with the basic principles established herein.

Section 2 – The bidding process has the following purposes:

I - ensure the selection of a bid capable of obtaining the most advantageous contract result for Apex-Brasil, including in relation of the subject matter's life cycle;

II - ensure equal treatment among the bidders, as well as fair competitions;

III – avoid overpriced contracts or flagrantly unenforceable prices and overcharging in the performance of the contracts;

IV – encourage innovation and sustainable domestic development.

¶ 1 – The bidding will be processed and assessed in strict compliance with the basic principles of legality, impersonality, morality, equality, publicity, efficiency, public interest, administrative honesty, planning, transparency, effectiveness, segregation of duties, motivation legal security, reasonability, competitiveness, proportionality, speed, cost-effectiveness, sustainable domestic development, attachment to the bid notice, moderate formalism, objective assessment, and associated principles, and criteria impairing its competitive nature are inadmissible.

¶ 2 - Apex-Brasil has a permanent commitment to compliance, integrity, ethics and transparency in the relationship between the contract parties, not tolerating any fraudulent or corruption act in any of its forms or other similar crimes, thus preserving Apex-Brasil's good image and reputation with the domestic and international society.

Section 3 – The bidding process will not be confidential, so its proceedings will be open to the public, except for the bid contents until the opening thereof.

Sole paragraph. The advertising may be deferred regarding the contract's budget estimate.

Section 4 – The bidders and general citizen may gain access Apex-Brasil's bidding records and no-bid contract processes, except in the case of secret documents and personal data protection.

Chapter II - Definitions

Section 5 – The following definitions are considered for the purposes of this Regulation:

I. **Common Engineering Works and Services:** constructions, renovations, restorations, expansions and other real property activities whose performance and quality standards may be objectively defined by the usual market specifications.

II. **Special Engineering Works and Services:** those that, because of its high complexity, cannot be described in the manner of subdivision I.



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

III. **Other Services:** activity or set of activities intended to obtain certain intellectual or material utility of interest to Apex-Brasil.

IV. **Purchases:** paid acquisitions of assets to be provided all at once or in installments.

V. **Contract Agent:** an Apex-Brasil Employee designated by a competent authority to make decisions, monitor the bidding steps, push the bidding procedure and perform such other activities and may be required for the proper development of the bidding process until the ratification.

VI. **Contract Commission:** panel made up by at least three members, all of them Apex-Brasil employees designated by a competent authority for the duty of receiving, examining and assessing all the bidding-related documents and procedures in lieu of the contract agent.

VII. **Price Registration:** set of procedures for the formal registration of prices for the performance of services and purchase of assets, formalized in Price Registration Minutes, which is a binding document of mandatory nature for future contracts where prices, vendors and terms to be observed are recorded, according to the provisions contained in the bid notice and bids submitted for future contracting, and such registration shall not entail a subjective right to the contract by the party that bid the registered price.

VIII. **Ratification:** act by which the competent authority, after checking the bidding or contract process steps for correctness, ratifies the results thereof.

IX. **Award:** act by which the competent authority confers on the interested party the right to perform the contract's subject matter.

X. **Top price:** a price that cannot be exceeded. It means the top limit to be observed by the companies when preparing their bids, so the final bids with higher amounts will be disqualified. It is different from the reference amount used for estimate of the service or asset to be acquired and, if it is fixed by the competent authority in the contract process, it must be informed in the bid notice.

XI. **Efficiency Contract:** contract which subject matter is the provision of services, which may include the performance of works and the supply of assets for the purpose of generating savings to Apex-Brasil in the form of reduction of current expenses, thus paying the winning bidder based on the generated saving percentage.

XII. **Research and Development Products;** assets, inputs, services and works necessary for the scientific and technological research, technology development or technology innovation, detailed in a research project.

XIII. **Scientific, Technological and Innovation Institution (ICT):** a governmental body or entity or nonprofit private corporation legally organized under the laws of Brazil, with registered office and jurisdiction in Brazil which includes in its institutional mission or business purpose basic or applied research of scientific or technological nature and the development of new products, services or processes.

XIV. **Technological Orders:** research, development or innovation service for the solution of a specific technical problem or obtainment of a product, service or innovative process, established by a contractual relationship marked by the existence of development and technological risk.

XV. **Innovative Solutions:** adoption or creation of new technologies, processes or business models.

XVI. **Startups:** business or corporate organization being created or recently in business, whose focus is characterized by innovation applied to the business model or to products or services offered, observing the criteria required by specific law for eligibility for the special treatment given to the support of startups.

XVII. **Integrated Contract:** a contract system for engineering works and services in which the contractor is responsible for preparing and developing the basic and executive projects, perform the engineering works and services, provide assets or perform special services and assembly, testing, pre-operation and the other required and sufficient operation for the final delivery of the subject matter, Apex-Brasil being responsible for the preparation of the preliminary design. In the Semi-Integrated Contract, the contractor is not responsible for preparing the basic project.



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

XVIII. **Associated Service Provision and Performance:** a contract system in which, apart from providing the subject matter, the contractor assumes responsibility for its operation, maintenance or both for a definite period.

XIX. **Rider** – an instrument that does not amount to an alteration to the contract, so the execution of an amendment can be waived, and may be especially used in the following cases:

- a) a variation in the contractual amount to reflect an adjustment or newly agreed prices in the contract;
- b) updates, offsets or financial penalties arising from the terms of payment set forth in the contract;
- c) changes in the contractor's company name;
- d) changes in the contractor's address or bank details;
- e) corrections or adjustments arising from a material error;
- f) a change in the budget allocation or the cost center;
- g) extension of the contract term, as long as it is provided for in the contract.

XX. **Price Panel** – a tool that provides data and information about prices charged in public purchase and in the private market in clear and easily readable form.

Chapter III – Bidding modes and types and limits for the exemption from a bidding process

Section 6 – The bidding modes are:

I. **Competition:** a bidding mode admitting the participation of anyone that, in the eligibility stage, proves to have the minimum qualification requirements set forth in the bid notice for the performance of the subject matter

II. **Competitive Selection:** a bidding mode that is open to anyone for the choice of a technical, scientific or artistic work through the creation of awards or compensation to the winners.

III. **Auction:** a bidding mode open to anyone who is interested for the sale of goods to the highest bidder, bidding an amount equal to or greater than the appraised value.

IV. **Procurement:** a bidding mode for the purchase of goods and services, whatever the contract's estimated amount, in which the competition for the supply takes place by means of written and verbal bids in a public session, its use being forbidden for special engineering works and services.

V. **Competitive Dialogue:** a bidding mode for the contracting of works, services and purchases in which dialogues are held with previously selected bidders when the impossibility is verified of the technical specifications being defined with sufficient accuracy by Apex-Brasil.

¶ 1 – The notices containing a summary of the bid notices and indication of the place where the interested parties may obtain the texts in their entirety will be provided in the Apex-Brasil website and published in the Federal Official Gazette at least 10 (ten) days before the public session date in the cases of divisions I, II and III and 5 (five) days in the case of subdivision IV.

¶ 2 – The time frames mentioned in ¶ 1 may be extended at the discretion of Apex-Brasil when the complexity of the subject matter so demands it.

¶ 3 – The validity of the bidding process will not be compromised on the procurement mode if the bidding stage is rendered unfeasible because of the presentment and/or qualification of just one offer.

Section 7 – These are the limits for exemption from a bidding process:

I. for engineering works and services: up to BRL 166,000.00 (one hundred sixty-six thousand reais);

II. for purchases and other services: up to BRL 92,000.00 (ninety-two thousand reais);

III. for the disposal of assets, always preceded by appraisal: up to BRL 92,000.00 (ninety-two thousand reais);

Sole paragraph. The monetary values set forth in this Regulation will be updated every 3 (three) years, always beginning on January 1st, based on the variation average of the IGPM and INPC indices in the three-year period.



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

Section 8 – Works, services and purchases in installments will not be eligible for exemption from a bidding process by amount limit, except when the sum of the installments does not exceed the limits set forth in subdivisions I and II of the previous section.

Section 9 – These are bidding types:

- I. lowest price;
- II. technique and price;
- III. best technique.
- IV. highest bid or offer, in the case of disposal of goods;
- V. higher discount; and
- VI. higher economic return.

¶ 1 – The bidding types "best technique" or "technique and price" will be preferably used for contracts involving an intellectual nature or those in which the price factor is not exclusively relevant and, in this case, provided it is technically justified.

¶ 2 – In the "technique and price" bidding type, the bidders will be ranked according to the weighted average of the values assigned to the technical offers and price, considering the weights established in the bid notice, which shall be objected.

¶ 3 – The bidding processes by higher discount shall have as reference the aggregate price set forth in the bid notice and the discount shall be extended to any amendments.

¶ 4 – The "best technique" bidding type may be used for the contracting of projects and works of technical, scientific or artistic nature.

¶ 5 – The "best technique" bidding processes shall consider solely the technical offers presented by the bidders and the bid notice shall determine the award or compensation that shall be given to the winners.

¶ 6 – The bidding type by higher economic return used for the execution of an efficiency contract shall consider the highest savings for Apex-Brasil and the compensation shall be fixed in a percentage that shall set at a percentage that shall be applied proportionally to the saving actually obtained in the performance of the contract.

Division I – Competitive Selection

Section 10 – The competitive selection shall observe the rules and conditions set forth by the notice, which shall indicate:

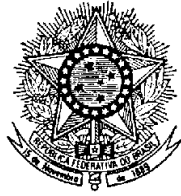
- I - the qualification required from the participants;
- II - the guidelines and methods to present the technical, scientific or artistic work or project
- III – the conditions for execution and the award or compensation to be given to the winner; and
- IV - intellectual property and property rights concerning the technical, scientific or artistic work or project.

Sole paragraph. In the event the notice provides that the intellectual property and the property rights concerning the technical, scientific or artistic project will be transferred to Apex-Brasil, Apex-Brasil may assign them, use them or change them freely, with no need for new authorization of the competitive selection winner.

Division II – Competitive Dialogue

Section 11 – The competitive dialogue shall observe the provision of this division and shall be restricted to the contracts in which Apex-Brasil:

- I - intends to engage in a subject matter involving the following conditions:
 - a) technology or technical innovation;
 - b) impossibility of Apex-Brasil having its needs satisfied without the adaptation of existing solutions in the market; and
 - c) impossibility of the technical specifications being defined with sufficient accuracy by Apex-Brasil.
- II - verifies the need to define and identify the means and alternatives to satisfy its needs, notably the following aspects:
 - a) the most suitable technical solution;
 - b) the technical requirements capable of fulfilling an already defined solution; and
 - c) the contract's legal or financial structure.



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

Sole paragraph. The competitive dialogue will be conducted by a contract commission made up of three Apex-Brasil employees specifically designated for this purpose by the competent authority.

Section 12 – Upon the publication of the notice in an official website, Apex-Brasil will present its already determined needs and requirements and will establish a minimum time frame of 15 (fifteen) days for candidates to state their interest in taking part in the bidding process.

¶ 1 – It is forbidden to disclose information in a discriminatory manner so as to entail advantage do some bidder.

¶ 2 – The notice shall establish the requirements and criteria to be employed in the pre-selection of bidders in an objective manner.

¶ 3 – All the interested parties meeting the requirements and criteria mentioned in ¶ 2 may take part in the competitive dialogue.

¶ 4 – The notice may provide for successive stages to be conducted, in which case each stage may restrict the solutions or offers to be discussed.

¶ 5 - Apex-Brasil may request explanations or adjustments in the submitted bids, as long as they do not entail discrimination or distort the competition among the bids.

¶ 6 – The meetings with the pre-selected bidders shall be entered in minutes books and recorded through the use of technological resources of audio and video.

¶ 7 - Apex-Brasil shall not disclose the proposed solutions or the confidential information submitted by one of the bidders to the others, except if it obtains such bidder's written consent.

¶ 8 – The dialogue stage will be maintained until Apex-Brasil, in a substantiated decision, identifies the solution or solutions that meet its needs.

¶ 9 – When declaring that the dialogue has been completed, Apex-Brasil must:

I - enter into the bidding process record any records and recording made during the dialogue stage;

II - begin the competitive stage with the publication of a notice containing a specification of the solution that best meets its needs and the objective criteria to be used for the selection of the most advantageous offer; and

III - give 60 (sixty) days for all the pre-selected bidders to submit their offers, which must contain the necessary elements for the implementation of the project.

¶ 10 – The definition of the winning bid shall observe the criteria announced at the beginning of the competitive stage, ensuring the most advantageous contract as the result.

Chapter IV – Cases of exemption from and impossibility of bidding process

Section 13 – The bidding process can be waived:

I. in contracts up to the amounts set forth in section 7, subdivisions I and II of this Regulation for Bidding Processes and Contracts;

II. in disposals of assets up to the amount set forth in section 7, subdivision III;

III. in contracts maintaining all the terms established in a notice for a bidding process conducted less than a year before, including regarding the price, when it is verified that:

a) the bidding process was void because there were no interested bidders;

b) the bidding process failed because no valid offers were submitted; or

c) the submitted offers stated prices flagrantly higher than those set in the market.

IV. in cases of public calamity or severe disturbance of the public order;

V. in cases of emergency, when the need is characterized to address a situation that may cause harm or compromise the safety of people, works, services, equipment and other assets;

VI. in the purchase of perishable food items, based on the price of the day;

VII. in the engagement of an entity charged by the by-laws or by the articles of organization with the duties of research, education, extension or institutional, scientific or technological development or incentive to innovation, including managing these activities administratively and financially, provided that it is on a non-profit basis;

VIII. in the engagement of Autonomous Social services and governmental bodies and entities;



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

IX. in the purchase of components or parts necessary for the maintenance of equipment during the technical warranty period with the original vendor of such equipment when such condition is essential for the validity of the warranty;

X. in cases of urgent need to address situations demonstrably unforeseen or unpredictable in sufficient time for the bidding process to be conducted;

XI. in the engagement of individuals or entities to each courses or provide training services connected to the activities of Apex-Brasil;

XII. in the engagement of maintenance services in which it is an essential precondition for the implementation of the offer for dismantling of the equipment;

XIII. in the sale of shares that can be traded in the stock exchange;

XIV. for the purchase of works of art and historical objects of certified authenticity, provided that they are compatible with or inherent to the entity's purposes;

XV. in the engagement of the remainder of work, service or supply as a result of contract termination, provided the ranking order of the previous bidding is observed and the same terms offered by the winning bidder accepted, including regarding the price, properly adjusted for inflation;

XVI. in the engagement of services to be provided abroad.

XVII. for the engagement of a non-profit association of handicapped people for the provision of services, provided the agreed prices is compatible with market prices and the contracted services are provided solely by handicapped people;

XVIII. in the engagement of technological orders; and

XIX. in the purchase of products for research and development as mentioned in subdivision XII of section 5.

¶ 1 – In the engagement of the remainder of work, service or supply as mentioned in subdivision XV, in case Apex-Brasil is unsuccessful in the negotiation with the remaining company for an equal price to the one offered by the winning bidder properly adjusted for inflation, Apex-Brasil may accept the price offered by the aforementioned company in the bidding process if it is compatible with the market prices and advantageous for Apex-Brasil, and if the other terms required by the notice and offered by the winning bidder are accepted.

¶ 2 – The supply of the product or innovative process resulting from the research, development or innovation activities ordered as set forth in subdivision XIX, on a scaled basis or otherwise, may be engaged exempt from a bidding process, including from the order developer itself.

¶ 3 – The supply of the product, process or solution resulting from the executed contract for testing of innovative solutions prepared, developed or to be prepared by startups, with or without technological risk, may be obtained from the same contractor without a new bidding process.

¶ 4 – The contracts executed under this section must, whenever possible, be subject to a price competition by means of bids among the interested parties or by means of the best and final offers (BAFO), in this case, with all vendors with valid offers with prices up to 15% higher than the lowest-priced offer or with three vendors with the lowest prices, in case their offers are 15% higher than the lowest-priced offer.

Section 14 The bidding process will not be required when competition is unfeasible, especially:

I. in the purchase of materials, equipment or items directly from the producer or exclusive vendor;

II. in the engagement of social network platforms for the performance of pushing Apex-Brasil contents, such as sponsored posts and other proprietary formats of each social network;

III. in contracts for the subscription of newspapers, magazines and periodicals;

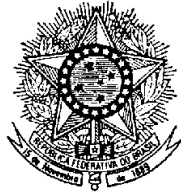
IV. in the engagement of specialized technical services of predominantly intellectual nature with professionals or companies of notable specialization, such as:

a) technical studies, plan, basic projects or executive projects;

b) opinions, expert examinations and appraisals in general;

c) assistance or technical advice and financial or tax audits;

d) inspection, supervision or management of works or services; and



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

- e) filing or defense of court or administrative proceedings.
 - f) personnel training and improvement.
 - V. in the engagement of a professional of the art industry, either directly or through an exclusive manager;
 - IV. in an exchange or giving in payment of assets, observing an updated appraisal;
 - VII. in the donation of assets;
 - VIII. for Apex-Brasil's participation with the organizers in fairs, exhibitions, congresses, seminars and general events related to its business purpose;
 - IX. objects that should our could be engaged by means of accreditation;
 - X. restoration of works of art and assets of historical value;
 - XI. quality and technological controls, analyses, field and laboratory tests and trials, instrumentation and monitoring of specific parameters for works en environment and other engineering services fitting the provisions of this subdivision;
 - XII. purchase, rental or lease of real property.
- ¶ 1 – For the purposes of the subdivision IV of the main paragraph, notable specialization means a company or professional whose reputation in the field of its, his or her specialization, resulting from prior performance, studies, experience, publications, organizations, preparation, technical team and other requirements related to its, his or her activity lead to the inference that its, his or her work is the most suitable to the full satisfaction of the subject matter to be engaged.
- ¶ 2 – In contracts based on subdivision XII of the main paragraph of this section, the following requirements must be observed:
- I - Prior appraisal of the asset, evaluation of its state of preservation, adaptation costs, when essential to the utilization needs, and time for amortization of investments in the event of purchase; and
 - II - Justifications demonstrating the uniqueness of the property to be purchased, rented or leased, whose installation and/or location characteristics make its choice necessary and prove advantageous to Apex-Brasil.
- Section 15 – The exemptions, except for the cases provided for in section 13, subdivisions I and II of this Regulation for Bidding Processes and Contracts, and the situations when a bidding process is not required, will be circumstantially justified by the area in charge, including regarding the price, and ratified by the competent authority.
- Sole paragraph. No-bid procurement of assets and/or services will follow the simplified procedures regulated by Apex-Brasil.
- Chapter V - Eligibility**
- Section 16 – As proof of eligibility and where applicable in no-bid procurement, the following documents may be required from the interested parties, in whole or in part, as set forth in the bid notice:
- I. legal eligibility:
 - a) ID card in the cases of engagement of individuals, such ID card being waived in case of engagement of an entity and observing the requirement of proof of full legal capacity for such representation;
 - b) proof of registration with the relevant authority in case of a sole proprietor;
 - c) commercial registration, in the case of an individual company;
 - d) articles of organization, by-laws or articles of incorporation in force, properly registered, in the case of business partnerships and, in the case of a corporation, accompanied by documents for the election of its managers;
 - e) registration of the articles of organization, in the case of civil societies, accompanied by proof of the acting executive board.
 - II. technical qualification:
 - a) registration in the applicable professional entity, when required;
 - b) documents proving ability to perform activities pertaining to and compatible with the subject matter of the bidding process in terms of characteristics, quantities and time frames;
 - c) certification, certificate, laboratory report or similar document allowing for the verification of the quality and compliance of the product or the manufacturing process, including in terms



**FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA**

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

of environmental friendliness, issued by a competent official institution or by an accredited entity;

d) proof that the interested party has received the document and has learned about all the terms of the bid notice;

e) proof of meeting requirements set forth by special Law, when applicable.

III. economical and financial qualification:

a) balance sheet and financial statement of the last accounting period or opening balance sheet in case of a recently organized company, demonstrating the company's financial situation through the calculation of accounting indices provided for in the bid notice;

b) certificate of non-bankruptcy issued by the clerk of court of the of the principal place of business of the entity or a certificate of property execution issued in the domicile of the individual;

c) bid security, in the same forms and criteria set forth in section 62 of this Regulation, which shall be returned to the winning bidder upon the execution of the contract;

d) minimal capital or minimal shareholders' equity, equivalent to up to 10% (ten percent) of the estimated contract amount.

IV. good fiscal standing:

a) proof of registration with the Individual Taxpayer Register (CPF) or the National Register of Legal Entities (CNPJ);

b) proof of registration in the state or city taxpayers' register, if any, concerning the domicile or principal place of business of the bidder, pertaining to the bidder's line of business and compatible with the subject matter;

c) proof of good standing with the federal, state and city treasury of the domicile or principal place of business of the bidder, pertaining to the bidder's line of business and compatible with the subject matter;

d) proof of good standing with Social Security and the Guarantee Fund for Length of Service, in the compliance with the social security contributions created by law.

¶ 1 – The documents mentioned in subdivision IV of this section may be waived in cases of competitive selection, auction and competition for the Disposal of assets.

¶ 2 - The documents mentioned in subdivision IV of this section may be required in any stage of contract performance, and absence thereof shall be notified to the contractor for the irregularity to be corrected, otherwise there might be a penalty and/or contract termination.

¶ 3 – For the purposes of this section, the vendors' documents to prove eligibility that are already in the Unified Supplier Registration System (SICAF) may be replaced by submission of the "Certificate of Good Registration Standing" or any equivalent document that may replace it.

¶ 4 – Proof of good fiscal standing cannot be required in case the contract amount is lower than the limits set forth in section 7.

¶ 5 – If the contractor is a foreigner, the documents to prove legal eligibility shall be restricted to the respective articles of organization or similar documents. Proof of good fiscal standing shall be waived in view of the unfeasibility thereof.

¶ 6 – In case of engagement of services with the allocation of labor, a labor-related debt clearance certificate will be required.

Chapter VI – Ancillary Instruments

Section 17. The following are ancillary procedures for the bidding processes and contracts of Apex-Brasil:

I - accreditation;

II - registration of suppliers.

III – pre-qualification

IV – procedure for expression of interest;

V- price registration system;

¶ 1 – The ancillary procedures mentioned in the main paragraph of this section shall observe clear and objective criteria defined in a Regulation and/or established in the bid notice.

Division I – Accreditation



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

Section 18 – For the implementation of services typical of its institutional purposes, when there are multiple interested providers, Apex-Brasil may proceed with the engagement through the utilization of a procedure for accreditation of individuals or entities, observing the provisions of this Regulation.

Section 19. Accreditation may be used in the following cases for contracts:

- I - simultaneous and non-exclusive: a case in which the execution of simultaneous contracts in standardized terms is viable and advantageous for Apex-Brasil;
- II - with selection at the discretion of third parties: a case in which the contractor is selected by a direct beneficiary of the performance;
- III – in fluid markets: a case in which the constant fluctuation of the performance value and the contract terms renders unfeasible the selection of an agent by means of a bidding process.

Sole paragraph. The bid notice must provide for the standardized contract terms including dates for the accreditation of new interested parties.

Division II – Registration of suppliers

Section 20. Apex-Brasil may adopt a supplier registration system.

¶ 1 – The registration system shall be public and must be widely disseminated and be permanently open to the interested parties, and a public call on the Internet will be mandatory for the update of the existing records and entry of new interested parties.

¶ 2 - Apex-Brasil must conduct a bidding process or execute contracts restricted to registered suppliers, meeting the criteria, terms and limits established in this Regulation and giving wide publicity to the registration procedures.

¶ 3 – In the case of ¶ 2 of this section, a supplier will be admitted who registers within the time frame set forth in the bid notice for the submission of bids.

Section 21. When requesting registration or record update at any time, the interested party shall provide the necessary elements for eligibility set forth in this Regulation.

Sole paragraph. The registration of a supplier that fails to meet the requirements set forth by this Regulation may be changed, suspended or cancelled at any time.

Division III - Pre-qualification

Section 22. Pre-qualification is a technical and administrative procedure for the prior selection of:

I. suppliers that meet the eligibility requirements to take part in future bidding processes or enter into contracts, or take part in processes connected to objectively defined work or service programs;

II. assets meeting the technical or quality requirements established by Apex-Brasil.

¶ 1 – In the pre-qualification, the following shall be observed:

I. when open to suppliers, it may waive documents that are already registered;

II. when open to assets, proof of quality may be required.

¶ 2 – The pre-qualification procedure will be permanently open for the registration of interested parties or during the time frame established in the bid notice, provided that, in the latter case, a new time frame is given annually for the registration of interested parties.

¶ 3 – As for the pre-qualification procedure, the bid notice shall contain the minimum information required for the definition of the purpose and time frames for registration and duration.

¶ 4 – The submission of documents must be dealt with by an employee or commission appointed by a competent authority, which must examine them and order the correction or resubmission of documents, when applicable, within the time frames determined in the bid notice.

¶ 5 – The pre-qualification may be in part or in full, with some or all of the technical or eligibility requirements for the contract, in any event ensuring equal terms among the bidders, and its documents and terms may be updated at any time.

¶ 6 – The pre-qualified suppliers and assets must be announced and made available for public knowledge.

¶ 7 – The bidding process or contract following the pre-qualification procedure may be restricted to pre-qualified suppliers or assets.



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

¶ 8 – An employee or commission appointed by the competent authority may consider automatically pre-qualified a supplier that:

I. has taken part in a bidding process or entered into a contract before and was considered eligible;

II. has provided an asset that was previously contracted by Apex-Brasil and has demonstrated to meet the conditions established in the notice for pre-qualification.

¶ 9 – In the event what is set forth in ¶ 10 does take place, the supplier's pre-qualification will be notified thereto and publicized pursuant to this Regulation.

Division IV - Expression of Interest

Section 23. Apex-Brasil may request to the private sector the proposal and implementation of studies, investigations, surveys and projects for innovative solutions contributing to the Agency's activities, by means of an open procedure for expression of interest to be initiated with the publication of a public call notice.

¶ 1 – The studies, investigations, surveys and projects connected to the contract and of use to the bidding process, as implemented by Apex-Brasil or with the authorization thereof, will be available to the interested parties, and the winning bidder must reimburse the respective expenses, as specified in the bid notice.

¶ 2 – The implementation by the private sector of studies, investigations, surveys and projects as a result of the procedure for expression of interest set forth in the main paragraph of this section:

I - shall not give the implementer a preemptive right in the bidding process;

II - shall not compel Apex-Brasil to conduct a bidding process;

III – shall not entail, in itself, the right to reimbursement of amounts involved in its preparation:

IV – will be reimbursed only by the winning bidder, any collection of amounts from Apex-Brasil being forbidden in any event.

¶ 3 – For the acceptance of the products and services under the main paragraph of this section, Apex-Brasil must prepare a substantiated opinion demonstrating that the product or service delivered is suitable and sufficient for the understanding of the subject matter, and that all the premises adopted are compatible with the Agency's actual needs and that the methodology proposed is the one that provides greater savings and advantage among the other possible ones.

¶ 4 – The procedure set forth in the main paragraph of this section may be restricted to startups, meaning individual micro-entrepreneurs, micro-enterprises and small-sized companies, of emerging nature and with great potential, devoted to the research, the development and the implementation of new products or services based on innovative technological solution that may cause high impact, requiring, in the definitive selection of the innovation, prior validation substantiated by objective metrics, so as to demonstrate meeting the needs of Apex-Brasil.

Division V - Price Registration System

Section 24 - Price registration may be used in the following cases:

I. when the purchase demands delivery or supply in installments;

II. when the characteristics of the asset or service entail the need for frequent purchases;

III. when it is not possible to determine in advance the exact quantity to meet the needs;

IV. when the purchase of assets or the engagement of services is convenient to more than one body or entity.

Section 25 – The duration of the price registration shall be 12 (twelve) months and must be set forth in the bid notice. It may be extended for no later than an equal period, provided that a market research demonstrates that the registered price remains advantageous.

Section 26 – Once the contract procedure has been ratified, the supplier that offered the price to be registered will be called to sign the respective instrument, which must contain, among other terms, the supplier's commitment to deliver the goods or provide the services to the extent of the needs that were presented to the supplier.



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

Section 27 – Price registration does not entail a subjective right to the engagement of the registered price offeror, the engagement of third parties being allowed whenever there are more advantageous prices.

Section 28 - Apex-Brasil will be allowed to engage another supplier mentioned in the Minutes, provided that the ranking order is observed and the terms of the submitted bid are kept, in case the supplier with the lowest registered price is unable to meet the entire demanded request.

¶ 1 – It is possible to register more than one supplier, provided the additional supplier accepts to quote the subject matter at the same price as the winning supplier, assuring the observance of the contract preference according to the ranking order.

Section 29 – The price registration will be cancelled when the supplier:

- I. violates the terms undertaken upon signing the instrument;
- II. does not accept to reduce the registered price when it becomes higher than the one charged by the market; and
- III. when it is justifiably no longer of interest to Apex-Brasil.

Section 30 – The price registration can also be used in the cases of impossibility of and exemption from a bidding process for the purchase of goods or the engagement of services.

Division VI – Adhesion to Price Registration Minutes

Section 31 - Apex-Brasil may adhere to price registration minutes for Autonomous Social Services and the Government, for the duration thereof, upon prior inquiry, provided that the economic advantage and the reasons that substantiated the decision are properly demonstrated.

Section 32 – The price registration conducted by Apex-Brasil may be adhered to by other autonomous social services, provided that there is a provision to that effect in the bid notice.

Sole paragraph. For adhesion purposes, the following definitions are considered:

I. Manager: an autonomous social service responsible for price registration, whose bid notice has provided for the adhesion.

II. Adhering Party: an autonomous social service whose needs have not been considered in the quantity set forth in the bid notice and that adheres to the price registration conducted by the Manager.

Section 33 – The Adhering Party shall inform Apex-Brasil of its interest to adhere to the price registration.

¶ 1 - Apex-Brasil shall inform the Adhering Party of the amount of goods and services set forth in the bid notice, the suppliers, the terms by which the price was registered and the duration of the registration.

¶ 2 – The purchases by an Adhering Party cannot exceed 50% (fifty percent) of the amounts set forth in the bid notice.

¶ 3 – The reasons for the convenience of adhering to the price registration are up to the Adhering Party.

¶ 4 – The bid notice shall establish that the amount resulting from the adhesions to the price registration minutes cannot exceed, in the aggregate, to twice the amount of each item registered in the price registration minutes for the managing body.

Section 34 – The request for adhesion to Apex-Brasil and the contract for acquisition of goods or services between the Adhering Party and the supplier must take place during the term of the price registration.

Section 35 – The supply to the Adhering Party must observe the terms established in the price registration and cannot affect the undertaken with Apex-Brasil and the previous Adhering Parties in an adverse manner.

Sole paragraph. The supplier may choose not to enter into a contract with the Adhering Party.

Chapter VII – Process, assessment of the bids and appeals.

Section 36 – The bidding process will begin with the formal request for contract, which shall establish the subject matter, the value estimate and funds to cover expenses, with subsequent authorization and to which all the pertaining documents will be added in due time, from the bid notice until the final award.



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

¶ 1 – The subject matter cannot contain identification of exclusive characteristics and specifications or brands, except if justified and ratified by the competent authority.

¶ 2 – After the bids are ranked, it must be verified whether the winning bid is compatible with the market values and the values estimated in the bidding process, which bid must be disqualified if it is confirmed that there was price manipulation by the bidder.

¶ 3 – In the engagement of engineering works and services, the subject matter must be specified based on a project containing a set of necessary elements that are sufficient and suitable to characterize the work or service or complex of works or services.

¶ 4 – The bid notice may be objected to, in whole or in part, up to 2 (two) business days before the scheduled date to receive the bids. If the bid notice is not objected to, the right to objection shall preclude for all the contents of the notice.

Section 37 - The bidding procedure will be assigned to a contract agent, in the case of the Procurement type, observing the provisions of the following sections, and in the other

I - opening, on a previously scheduled date and time, of the envelopes containing the bids, verifying the compliance thereof with the bid notice requirement, disqualifying the noncompliant ones or those in which price manipulation is found;

II - assessment of the qualified bids, choosing the most advantageous one for Apex-Brasil according to the criteria established in the bid notice;

III - opening, on a previously scheduled date and time, of the envelope containing the documents attesting to the eligibility of the top-ranking bidder;

III – forwarding of the contract agent's to the relevant authority for ratification of the assessment result and award of the contract to the winning bidder; and

IV – communication of the result as established in the bid notice.

¶ 1 – The contract agent may be replaced by a contract commission made up of at least three members, depending on the complexity of the subject matter.

¶ 2 – The documents proving the eligibility of bidders which have not been accessed will be discarded after the completion of the bidding process.

¶ 3 – If the top-ranking bidder proves ineligible, the eligibility envelopes for the remaining bidders will be opened, in their ranking order, observing the procedure set forth in this section, so the next highest-ranking bidder fulfilling the eligibility requirements will be declared the winner, in the terms of its, his or her bid.

¶ 4 – When all the bidders prove ineligible or all bids are disqualified, the contract agent or commission or the auctioneer may give the bidders up to 5 (five) business days to submit new documents or new bids excluding the reasons given for disqualification.

¶ 5 – The contract agent or commission, the auctioneer or a higher authority may request clarification and take actions, in any bidding stage and whenever it is deemed necessary, establishing time frames for compliance, for the purpose of clarifying or supplementing the process information.

Section 38 – The decisions concerning commercial bids, eligibility, assessments and appeals shall be notified directly to the bidders and entered in minutes, if their representatives are present in the act where the decision was made, or by publication in the Apex-Brasil website, and also by other formal means.

Sole paragraph. In e-procurement the bidders will be considered notified of the decisions from the moment they are published in the electronic system.

Section 39 - The contract agent or commission will be allowed to reverse the procedure, analyzing the eligibility documents first and then accessing the commercial bids, provided that this is set forth in the bid notice.

Section 40 – The contract agent or commission or the auctioneer will be formally appointed by the competent authority.

Section 41 – The lowest price or highest discount type will be adopted in the procurement assessment, observing the other terms established in the bid notice.

Section 42 – Procurement will preferably be conducted electronically, but the in-person mode may justifiably be adopted.

Section 43 – The notice for the procurement, either electronic or in-person, shall establish whether the competition will be:



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

I - open: case in which the bidders will present public and successive bids, with extensions, according to the assessment criterion established by the bid notice; or

II - open and closed: case in which the bidders will present public and successive bids, with a final and closed bid, according to the assessment criterion established by the bid notice; or

Division I - E-procurement Assessment

Section 44 – The e-procurement assessment will observe the following procedure:

I. prior accreditation of the bidders with the electronic system provider indicated in the bid notice;

II. access by the bidders to the electronic system through the use of identity keys and individual passwords to be provided by the provider upon accreditation;

III. submission of the price bids and, when applicable, any attachments thereto, solely by means of the electronic system, observing time frames, conditions and specifications established by the bid notice.

IV. the auctioneer will analyze the submitted price bids, disqualifying those that are not in compliance with the terms of the bid notice, and the auctioneer shall register and publish the decision in the electronic system so the bidders can see it in real time;

V. once the bidding stage begins, the qualified bidders may bid with no restrictions of quantity or any specific ranking or chronological order, but always lower than such bidders' latest bid;

VI. the bids will be recorded by the electronic system, which shall indicate the lowest bid for real-time monitoring by the bidders;

VII. in case of equal bid, the bid recorded earlier shall prevail as the lower bid;

VIII. once the bids are sorted in ascending price order, the auctioneer shall analyze the eligibility documents of the top-ranked bidder;

IX. in the event of ineligibility or noncompliance with the requirements established by the bid notice, the auctioneer shall analyze the eligibility documents of the second lowest bidder and, if necessary, observing the ascending price order, the other bidders, provided that they meet the eligibility criterion established by the bid notice;

X. the auctioneer shall declare the winning bidder, enter the decision and events in minutes for that purpose which will be made available in the electronic system and shall award the contract, submitting the process to the competent authority for ratification.

Sole paragraph. In the event an appeal is filed, the award shall be made by the competent authority for ratification.

Division II - In-Person Procurement Assessment

Section 45 - The in-person procurement assessment will observe the following procedure:

I - opening of the envelopes containing the bidders' price bids with proof of their representation or power of attorney authorizing such bidders' representatives to take part in the procurement process, bids not in compliance with the other terms set forth in the bid notice being disqualified;

II - the auctioneer may establish the longest time frame between bids and minimum amount difference between bids;

III – qualification for the oral bid stage of the lowest bid and bids not exceeding 15% (fifteen percent) of its amount;

IV – when at least three bids are not qualified as established in the previous subdivision, the lowest bid and the next two best price bids will be qualified, as long as they meet the other terms set forth in the bid notice;

V - the qualification of only two written price bids will not render the oral bid stage unfeasible;

VI – bids not included in the list of bids qualified for the oral bid stage under the criteria set forth in subdivisions III and IV of this section will also be considered disqualified from the bidding process;

VII – once the qualified written bids are selected by the auctioneer, the oral bid stage will begin, observing the following:

a) the auctioneer will make a round of bids, inviting the bidder that submitted the highest written offer to bid, then the others in descending price order;



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

- b) if there is a bid, the auctioneer will do another round, beginning with the bidder currently with the lowest bid and so on until, in a full round, there are no more bids and the lowest price is ultimately obtained;
- c) only bids lower than the latest lowest price obtained will be considered;
- d) a bidder that does not submit a bid in a round will be prevented from taking part in a new round, if any; and
- e) if there are no bids in the first round, the written bids will be considered.

VIII – the auctioneer will declare the bidding stage closed and sort the bids in ascending price order;

IX – before declaring the winner, the auctioneer will verify the lowest bidder's eligibility documents;

X- in the event of ineligibility or noncompliance with any other requirement established by the bid notice, the auctioneer shall call the second lowest bidder and, if necessary, observing the ascending price order, the other bidders, provided that they meet the eligibility criterion established by Apex-Brasil;

XI – once the winning bidder is declared, the auctioneer shall submit the process to the competent authority for ratification and, if an appeal is filed, the award.

Division III - Appeals

Section 46 – Once the winner is declared, any bidder may express the intention to appeal, immediately and with a reason, in a single appeal phase, when such bidder will have 5 (five) business days and, in the case of procurement, 2 (two) business days, to submit the appellate brief, the other bidders being notified to submit appellee's briefs within an equal number of days, which shall be counted from the end of the appellant's time for appealing, such appellees being allowed to see the record.

¶ 1 – The appeals shall be filed in writing and sent to the competent authority through the auctioneer, the agent or the contract commission.

¶ 2 – Failure by a bidder to express intention to appeal immediately and with a reason shall entail the peremption of the right to appeal and a ward of the contract to the winner.

¶ 3 – The appellate brief must cover all the bidding phases, otherwise the appeal will be precluded.

¶ 4 – In the case of e-procurement the appeal shall be submitted in a field for that purpose in the electronic system.

Section 47 – The appeals will be decided by the competent authority within 10 (ten) calendar days counting from the final date for their filing or, depending on the case, from the date the sole or last appellee's brief is submitted, which period for decision of the appeals may be extended for an additional 10 (ten) calendar days.

¶ 1 – The appeals shall have devolutive and suspensive effect.

¶ 2 – The granting of the appeals by the competent authority will only invalidate the acts not susceptible to being utilized.

Chapter VIII – Technological orders

Section 48 - Apex-Brasil may enter into a no-bid contract with a public or private Scientific, Technological and Innovation Institution, nonprofit entities or companies governed by private law, severally or in consortium, devoted to research activities and of renowned technological capacity in the industry, for the performance of research, development or innovation activities involving technological risk, for the solution of a specific technical problem or obtainment of a product, service or innovating process.

¶ 1 – For the purposes of the main paragraph, entities devoted to research activities are public or private entities, nonprofit or otherwise, experienced in research, development or innovation activities, the following requirements being waived:

I - the express mention of research activities among the institutional purposes of the contractor in its articles of organization; and

II - that the contractor be solely devoted to research activities.

¶ 2 – The technological order contract may also include costs for activities preceding the introduction of the solution, product, service or the innovating process in the market, among which:



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

I - prototype manufacturing;
II - scheduling, such as plan or pilot project for the proof of concepts, tests and demonstration; and
III – building of the first plan on a commercial scale, when there is interest on Apex-Brasil in the supply under ¶ 2 of section 13.

¶ 3 – The bid notice will describe:
I - the needs, so as to allow the interested parties to identify the nature of the existing technical problem and a global view of the product, service or innovating process that could be obtained, waiving the subject matter's technical specifications because of the complexity of the research, development or innovation activity and also because it involves innovative solutions not available in the market; and
II - the minimum acceptable parameters for the utilization and performance of the solution, product, service or process that is being ordered.

¶ 4 – In the stage prior to the execution of the agreement, potential contractors will be formally inquired for the obtaining of information necessary for the order definition, observing the following items:
I - the inquiries shall not entail:
a) disbursement of funds by Apex-Brasil, and
b) preference in the choice of supplier or performer.
II - the inquiries and responses from the potential contractors will be attached to the contract process record, except for any information of industrial, technological or commercial nature which should be kept confidential.

¶ 5 – The technological order contract may be negotiated with more than one potential interested party for the purpose of obtaining the most advantageous contract terms, observing the following guidelines:
I - the negotiation shall be transparent, with the pertaining documents attached to the contract process record, except for any information of industrial, technological or commercial nature which should be kept confidential;
II - the choice of the contractor will be guided by the greatest probability of achieving the results intended by Apex-Brasil, not necessarily by the lowest price or cost; and
III – technical competence, management ability, prior experience, quality of the presented project and other significant contractor assessment criteria will be used as choice factors.

¶ 6 – The contractor may partially subcontract the order, observing specific contractual provisions.

¶ 7 – The subcontracting under ¶ 6:
I - shall not change the contractual responsibility assumed by the contractor; and
II - shall impose to the subcontractor the same industrial, technological or commercial secret protection rules applicable to the contractor.

Section 49 - Apex-Brasil shall monitor the performance of the technological order by measuring the achieved results compared to the prediction so as to allow for the assessment of its prospect of success, apart from detecting any adjustments to preserve the parties' interest in the achievement of the agreed purposes.

¶ 1 – Once the contract has expired, with partial or no achievement of the expected results, Apex-Brasil, at its sole discretion, may:
I - extend the contract duration; or
II - prepare a final report, a case in which it will be considered closed.

¶ 2 – The contracted project will be discontinued whenever technical or economical unfeasibility is verified in its development, by means of contract termination:
I - by unilateral act of Apex-Brasil; or
II - by an agreement between the parties.

¶ 3 – The technical or economical unfeasibility mentioned in ¶ 2 will be proven by means of a technical and financial assessment.

¶ 4 – The technical and financial assessment mentioned in ¶ 3 will be prepared by Apex-Brasil and submitted to a commission made up of at least three people appointed by the competent authority specifically for that purpose.



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

¶ 5 – In the event of discontinuation of the contracted project as set forth in ¶ 2, the payment to the contractor shall cover the already incurred expenses in the actual performance of the project, according to the approved physical and financial schedule, even if the contract was executed on a fixed-price basis or fixed price plus variable incentive compensation basis.

¶ 6 – In the event the project is conducted in the contracted terms and the results obtained are different from those expected as a result of technological risk demonstrated by means of a technical and financial assessment, the payment shall observe the terms established in the contract.

Section 50 - Apex-Brasil may waive the posting of a performance bond for the technological order contract.

Chapter IX - Innovative solutions

Section 51 – The bid notice to potential interested parties shall indicate:

- I - the problem to be solved;
- II - the technological challenges to be overcome; and
- III – the results expected by the Apex-Brasil

¶ 1 – The time frame for the submission of innovative solution bids shall not be fewer than 20 (twenty) days.

¶ 2 – The bids submitted will be evaluated and assessed by a commission made up of at least three people appointed by the competent authority specifically for that purpose.

¶ 3 – The commission mentioned by ¶ 2 shall include at least two Apex-Brasil employees.

¶ 4 – The assessment criteria for the bids will be set forth in the bid notice and shall observe, At a minimum:

I - the proposed solution's potential to solve the problem and, if applicable, the likely savings for Apex-Brasil.

II - the proposed solution's development and maturity degree;

III – the feasibility of the solution's business model;

IV – the bid's economical feasibility, considering the available funding for the execution of the contracts;

V- a comparative demonstration of the bid's cost and benefit against other functionally equivalent options presented.

Section 52 Apex-Brasil may select more than one bid for the execution of the innovative solution contract.

Sole paragraph. The bid notice shall establish the maximum number of bids that can be selected for the contract.

Section 53 – The innovative solution contracts shall contain:

I - the goals to be achieved so it will be possible to validate the success of the innovative solution and the methodology for the measuring thereof;

II - the method and frequency for delivery to Apex-Brasil of status reports of the contract performance and the final report to be delivered by the contractor after the completion of the last stage or the project goal;

III – the matrix of risks between the parties, including risks related to fortuitous event, force majeure, technological risk and extraordinary economic risk;

IV – the definition of ownership of the intellectual property rights of the creations resulting therefrom;

V- interest in the results of the exploitation thereof, ensuring to the parties the rights for commercial exploitation, licensing, and transfer of technology owned by them; and

VI – definition of the contractor's compensation basis, which can be established as:

- a) fixed price;
- b) fixed price plus variable incentive compensation;
- c) reimbursement of costs with no additional compensation;
- d) reimbursement of costs plus variable incentive compensation; or
- e) reimbursement of costs plus fixed incentive compensation.

Sole paragraph. In the event the innovative solution contract provides for the performance of its subject matter in stages, different compensation criteria may be adopted for each of them.



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

Section 54 - In the event the innovative solution contract involves technological risk, the payments will be made proportionally to the works performed, observing the approved physical and financial schedule and the established compensation criterion.

Section 55 - The contracted innovative solution will be discontinued whenever technical or economical unfeasibility is verified in its development, by means of contract termination:

I - by unilateral act of Apex-Brasil; or

II - by an agreement between the parties.

¶ 1 - The technical or economical unfeasibility mentioned in the main paragraph will be proven by means of a technical and financial assessment.

¶ 2 - The technical and financial assessment mentioned in ¶ 1 will be prepared by Apex-Brasil and submitted to a commission made up of at least three people appointed by the competent authority specifically for that purpose.

¶ 3 - In the event of discontinuation of the innovative solution as set forth in the main paragraph, the payment to the contractor shall cover the already incurred expenses in the actual performance of the project, according to the approved physical and financial schedule.

¶ 4 - In the event the innovative solution development is conducted in the contracted terms and the results obtained are different from those expected as a result of technological risk demonstrated by means of a technical and financial assessment, the payment shall observe the terms established in the contract.

¶ 5 - The provision of ¶ 4 does not apply to any variable incentive compensation that may have been agreed.

Section 56 - Apex-Brasil may waive the posting of a performance bond for the innovative solution contract.

Chapter X - Contracts

Section 57 - The contract instrument is mandatory in the case of a competition, except in the case of goods for immediate delivery, and optional in the other bidding modes and no-bid contracts, in which cases it may be replaced by another document such as an offer with acceptance, contract letter, supply authorization or an equivalent document.

Sole paragraph. The document that replaces the contract as mentioned in the main paragraph of this section must contain the minimum requirements for the subject matter, the amount and basic rights and obligations of the parties.

Section Contracts must be in writing, except for minor purchases or provision of services with immediate payment, meaning those value does not exceed BRL 10,000.00 (ten thousand reais) and its clauses must mention its subject matter, specifying the work, service or supply, as the case may be, the agreed price, the time frame for performance, warranties and penalties, the maintenance of all the eligibility conditions required during the performance and duration of the contract, apart from other conditions previously established in the bid notice.

¶ 1 - Contracts shall be for a definite period and may be executed or extended with duration of up to 5 (five), and the duration and extension periods may be fixed according to Apex-Brasil's needs, with subsequent duty to justify a multi-year contract.

¶ 2 - The contracts for continuous services and supplies may be extended successively, observing a maximum of 10 years, provided that there is a provision therefor in the bid notice and the competent authority attests that the conditions and prices remain advantageous for Apex-Brasil, negotiation with the contractor or contract termination being permitted at no cost to either party.

¶ 3 - Apex-Brasil may establish duration for an indefinite period in contracts in which Apex-Brasil is the user of a public service offered on a monopoly basis.

¶ 4 - In a contract providing for the completion of a predetermined scope, the duration may be automatically extended when its purpose is not completed within the contracted period.

¶ 5 - A contract providing for the continued operation of information technology structuring systems may have a maximum term of 15 (fifteen) years.

¶ 6 - In contracts generating revenue and in efficiency contracts generating savings for Apex-Brasil, the terms will be up to 10 (ten) years for contracts with no investment and up to



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

35 (thirty-five) years for contracts with investment, meaning those entailing the creation of permanent improvements, performed solely at the contractor's expense, which shall be reverted to the property of Apex-Brasil at the end of the contract.

Section 59 – In a contract for works and services, including engineering, a variable compensation may be established linked to the contractor's performance, based on goals, quality standards, environmental sustainability criteria and delivery time frames established in the bid notice and the contract.

Sole paragraph. The utilization of a variable compensation shall observe the budgetary limit fixed by Apex-Brasil for the respective contract.

Section 60 – Upon express justification and provided that it does not entail loss of economies of scale, more than one contract can be executed for the performance of service of the same nature when the respective subject matters can be performed concurrently and simultaneously by more than one contractor.

Sole paragraph. In the case provided for in the main paragraph of this section, individual control will be maintained in the performance of the subject matter for each of the contractors.

Section 61 – At the discretion of the competent authority, in each case, and as long as it is provided for in the bid notice, the posting of a bond may be required, limited to 10% (ten percent) of the contract amount, which can be, at the provider's choice:

- I. security in cash;
- II. bank guaranty;
- III. performance bond.

Sole paragraph. In cases of engineering works and services, the bid notice may fix the bond type among those listed in the subdivisions of this section.

Section 62 – The contractor may subcontract parts of the subject matter in case this is allowed in the bid notice and the respective contract and provided the contractor's responsibility is maintained to the client, any subcontracting being forbidden with a bidder that took part in the bidding process.

Section 63 – Any changes to the contract, as long as they are justified, shall be made by means of amendment, except for the possibility of Riders set forth in this Regulation.

¶ 1 – The responsibility of the contracted entity survives in the event of an amendment, transformation, merger, consolidation or spinoff.

¶ 2 – The maintenance of the effective terms of the bid is guaranteed, the restoration of the economic and financial balance of the Contracts and Price Registration Minutes being admitted to reestablish the relationship that the parties initially agreed between the contractor's charges and Apex-Brasil's consideration, by adopting the policies of price adjustment (adjustment based on specific or sectoral indices reflecting the actual production cost variation or renegotiation based on cost component variation) or contract review (balance reestablishment for cases of supervening unpredictable facts, or predicable but of incalculable consequences, delaying or preventing the performance of the agreed subject matter) pursuant to the law in force, Apex-Brasil being responsible for the analysis and conclusion about its applicability and pertinence.

¶ 3 – Any updates to the Contracts and Price Registration Minutes may be formalized by means of a rider, observing the provision of section 5, XIX of this Regulation.

¶ 4 – The termination of the agreement shall be no impediment for the recognition of the economic and financial unbalance, a case in which indemnification shall be granted by means of an indemnification instrument.

¶ 5 – The request for restoration of the economic and financial balance must be made during the term of the contract and before any extension thereof.

Section 64 – The contractor is required to accept, in the same contractual terms, any additions or deletions made in the works, services or purchases in up to 25% (twenty-five percent) of the initial amount and up to 50% (fifty percent) for the renovation of a building or equipment, both updated.

Section 65 – Any unjustified refusal to execute the contract or take the equivalent instrument, as well as to adhere to Apex-Brasil's Code of Ethics and Compliance Program



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

established within the time frame established in the notice or applicable document shall amount to full nonperformance of the assumed obligation and may entail the following penalties to the bidder, as set forth in the bid notice:

- I. loss of entitlement to the contract;
- II. loss of the security in cash or performance of the other bid bonds offered, without prejudice of other penalties set forth in the bid notice;
- III. suspension of the right to bid or enter into contracts with Apex-Brasil for a period not longer than 2 (two) years; and
- IV. other penalties set forth in the bid notice.

Section 66 – Any violation to the principles regulating the bidding processes or contractual clauses through the fault or willful misconduct, or full or partial nonperformance of the assumed obligations shall entitle Apex-Brasil to terminate unilaterally the contract or the Price Registration Minutes without prejudice of other penalties set forth in the bid notice or the contract, including a notice of violation, a penalty and suspension of the right to bid or enter into contracts with Apex-Brasil for a period not longer than 2 (two) years.

¶ 1 – The penalties set forth in the main paragraph must be stated in the bid notice and other calls, regardless of the bidding modes and contractual terms.

¶ 2 – The penalty can be applied cumulatively with another, to be deducted from payments that may be owed by Apex-Brasil to the contractor and from any contractual bonds and cannot exceed 30% (thirty percent) of the executed contract amount.

¶ 3 – The application of penalties shall observe the proportionality between the severity of the violation and the penalty's quantification.

Section 67. Apex-Brasil may execute lease contracts for movable or immovable property in which the lessor makes a prior purchase, construction or substantial renovation, with or without furnishings, alone or by third parties, of the asset specified by Apex-Brasil.

Sole paragraph. The contract mentioned in the main paragraph may establish that the assets revert to Apex-Brasil at the end of the lease, as long as such provision is included in the contract instrument.

Section 68 – The contract performance must be monitored and inspected by 1 (one) or more contract inspectors, especially appointed Apex-Brasil representatives, who must enter into a record especially designated for that purposes all the events related to contract performance, determining whatever may be necessary for the rectification of absences or defects found, and inform his or her superiors of any situation demanding any decision or action beyond his or her power in sufficient time for the adoption of convenient measures.

Section 69 – The contract termination may be:

- I - determined unilaterally by Apex-Brasil, except in case of nonperformance arising from Apex-Brasil's own conduct;
- II - consensual, by agreement between the parties, by settlement, mediation or by a dispute solution committee, provided that there is interest on Apex-Brasil's part;
- III - determined by arbitral award, as a result of an arbitration clause or arbitral commitment, or by a court ruling.

¶ 1 – The termination determined by Apex-Brasil's unilateral decision and consensual termination must be preceded by a substantiated authorization in writing from the competent authority and reduced in writing in the respective process.

Chapter XI - General Provisions

Section 70 – The companies may form a consortium to take part in bidding processes, observing the legal provisions on the matter and provided that there is express authorization therefor in the bid notice.

Section 71. Apex-Brasil may admit the Integrated Contract, Semi-Integrated Contract and Associated Supply and Provision of Service systems in the indirect performance of engineering works and services.

Section 72 – The following will not be allowed to take part in bidding processes or enter into contracts or take part in contract performances with Apex-Brasil, directly or indirectly:

- I - members:
 - a) of the Board of Directors;



FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

b) of the Audit Committee; and
c) of the Executive Board.

II - its employees.

¶ 1 – In the event the described persons have any duty in the bidding process, in the inspection or management of the contract, the prohibition described therein is extended to entities having as officers, controllers, shareholders or holders of more than 5% (five percent) of the capital entitled to vote, members of the Board of Directors, the Audit Committee, the Executive Board or employees of Apex-Brasil, as well as their spouses, partners or straight-line relatives, collateral relatives or relatives by affinity, up to the third degree.

¶ 2 – The following will also be forbidden from taking part in bidding processes or enter into contracts with Apex-Brasil:

I. An individual or entity suspended from bidding or entering into contracts with Apex-Brasil;

II. An entity that explores, directly or indirectly, child labor, slave work, work analogous to slave work, degrading or disrespectful work;

III. An individual or entity sanctioned with a declaration of unworthiness registered in the National Registry of Unworthy or Suspended Companies (CEIS), the Unified Supplier Registration System (SICAF), the National Registry of Punished Companies (Cnep) or any other Registries containing restrictive information of companies with unworthiness penalty in force.

Section 73 - Apex-Brasil's bid notices may adopt rules concerning the special and favorable treatment to be given to micro-enterprises and small-sized companies pursuant to the law in force.

Section 74 – Whoever has the power to ratify the result may revoke the bidding process or the contract procedure before the contract is signed, provided it is done with justification.

Sole paragraph. The bidding or contract processes will be annulled, automatically or at the request of third parties, when an irremediable irregularity is found.

Section 75 - Apex-Brasil may call, at least 8 (eight) business days in advance, a public hearing, either in person or on distance, in electronic form, about a bidding it intends to organization, with prior provision of relevant information and the possibility for all parties to express their interest.

Sole paragraph. Apex-Brasil may also submit the bidding to prior public inquiry by making its elements available to all interested parties, such parties being allowed to submit suggestions within the established time frame.

Section 76 – The time frames established in this Regulation shall include only business days, excluding the beginning date and including the ending date.

Sole paragraph. The time frames mentioned in this Regulation only begin and ends on dates when Apex-Brasil is working.

Section 77 – Individual or entities entering into contracts with Apex-Brasil are required to adhere to Apex-Brasil's Code of Ethics and Compliance Program, which regulate the conduct between the Agency and its suppliers.

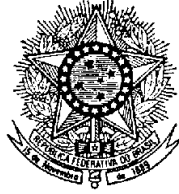
Section 78 – According to a specific internal rules, integrity due diligence can be performed on the companies before the execution of the contracts by Apex-Brasil, whose risks will be calculated based on parameters established in Apex-Brasil's Risk Management Policy and may be used as subsidy when deciding about the disqualification of suppliers.

Section 79 The contract must include a data protection pursuant to the Brazilian and international laws to be specified in the bidding notices and the contract instruments.

Section 80 – Alternate means of prevention and settlement of disputes may be used in the Apex-Brasil contracts, notably conciliation, mediation, dispute settlement committee and arbitration.

Section 81 - Apex-Brasil may create templates for notice drafts, terms of reference, standardized contracts and other documents, by means of its technical departments with the help of legal counsel, for greater process expeditiousness.

Section 82. The cases of memberships to associations whose fields of business are in compliance with the institutional purposes of Apex-Brasil and connected to defined and



**FEDERATIVE REPUBLIC OF BRAZIL
ALEX CARDOSO CUNHA**

PUBLIC SWORN TRANSLATOR AND COMMERCIAL INTERPRETER – Enrollment 057/2010
Rua Marquês do Pombal, 783/501 – CEP 90.540-001 – Porto Alegre/RS/Brazil
Tel.: 55 51 3222-2277 – Cell: 55 51 99212-7939 – E-mail: juramentados@traduzca.com.br

specific business opportunities, in which the choice of partners is connected to such partner's particular characteristics, will be regulated by a specific regulation.

Section 83. Apex-Brasil may use a price panel to estimate and verify adherence of the costs of its contracts to the market practices.

Section 84 – The provisions of this Regulation may be modified by Apex-Brasil's Board of Directors if proposed by Apex-Brasil's Executive Board or by the Technical Group made up of representatives for the Autonomous Social Services belonging to the "S" System.

Section 85 – Any matters not addressed herein will be resolved by a Resolution of Apex-Brasil's Executive Board, based on the principles set forth in Chapter I, as well as on the application of the principles of contracts governed by the Brazilian Civil Code.

Section 86 - Any reports about conduct violating this Regulation and/or another internal rule of Apex-Brasil must be submitted to the Agency Ombudsman by means of the electronic system provided by it, to the e-mail: ouvidoria@apexbrasil.com.br or in person.

Section 87 – This Regulation enters into force on the date of its publication in the official press of the Brazilian Government, any provisions to the contrary being hereby revoked.

In witness whereof I declare that there was nothing else in the original document presented to me and it was fully and faithfully translated by me on this public instrument of translation on July 11th 2023, in Porto Alegre, Rio Grande do Sul, Brazil. This translation has legal force in Brazil and all foreign countries.