

EXHIBIT VI

PROVISIONS FOR CONTRACTING PERFORMANCE GUARANTEES



A – PRESENTATION LETTER OF THE CONTRACT PERFORMANCE GUARANTEE IN THE SURETY BOND MODALITY

To

The Chair of the Tender Commission

Ref.: International Public Tender Notice No. [●]

Dear Sir,

In compliance with the TENDER NOTICE referenced above, the enterprise [●], headquartered at [●], in the city of [●], State of [●], enrolled with the CNPJ under No. [●], herein represented by [●], holder of ID Card No. [●] and enrolled with the CPF/MF under No. [●], pursuant to its organizational documents, hereby presents SURETY BOND, as a condition for execution of the CONCESSION CONTRACT of the TENDER, in accordance with the attached policy.

[PLACE], [DATE].

[SIGNATURE]

[*corporate name*]

By its legal representative, [*full name*]

ID Card No. [●]

CPF/MF No. [●]



MINIMUM TERMS AND CONDITIONS OF THE SURETY BOND

- 1. POLICYHOLDER:** CONCESSIONAIRE (“Policyholder”).
- 2. INSURED:** GRANTING AUTHORITY (“Insured”).
- 3. SUBJECT MATTER OF THE INSURANCE:** To ensure faithful compliance with all obligations contracted by the AWARDEE towards the GRANTING AUTHORITY, under the terms of the CONTRACT, with the insured party being compensated for the amounts set out in the CONTRACT, in particular in Clause 17, in cases of contractual default and the application of fines.
- 4. INSTRUMENT:** Surety bond policy issued by a duly organized insurance company, authorized to operate and registered with SUSEP, subject to the terms of SUSEP regulatory acts.
- 5. AMOUNT OF THE GUARANTEE:** The surety bond policy shall provide for the indemnity amounts for each period of the CONTRACT, pursuant to Clause 17 thereof, adjusted by the Extended National Consumer Price Index – IPCA, accumulated over the period between the month of the last adjustment and the month of the adjustment in question.
- 6. TERM:** The surety bond policy shall have a minimum term of 12 (twelve) months, counted from the date of execution of the CONTRACT, and the POLICYHOLDER shall renew its validity so that the policy remains in force until at least 180 (one hundred and eighty) calendar days after expiration of the contractual term or until all contractual obligations of the CONCESSIONAIRE have been fulfilled, whichever occurs later.
- 7. GENERAL PROVISIONS:** The surety bond policy shall contain the following additional provisions:
 - 7.1. Statement by the Insurer that it is aware of and accepts the terms and conditions of the CONTRACT;
 - 7.2. Prohibition on cancellation of the surety bond policy due to total or partial non-payment of the premium;
 - 7.3. In the event of confirmation of non-performance by the POLICYHOLDER of the obligations covered by the surety bond policy, the INSURED shall be entitled to demand from the Insurer the due indemnity, if the notice made to the POLICYHOLDER proves unsuccessful;
 - 7.4. In the event of declaration of forfeiture of the CONCESSION, the GRANTING AUTHORITY may execute the surety bond policy in order to recover any losses; and
 - 7.5. In the event of judicial disputes between the insurer and the INSURED, resolution of the dispute shall occur in the jurisdiction of the INSURED’s domicile.



Terms not expressly defined in this EXHIBIT shall have the meanings assigned to them in the CONTRACT.



B - PRESENTATION LETTER OF THE CONTRACT PERFORMANCE GUARANTEE IN THE BANK GUARANTEE MODALITY

To

The Chair of the Tender Commission

Ref.: International Public Tender Notice No. []

Dear Sir,

By this Bank Guarantee Letter ("Guarantee Letter"), the Bank [·] ("Guarantor bank"), headquartered at [·], enrolled with the CNPJ/MF under No. [·], directly, on behalf of itself and its possible successors, is obliged, towards the GRANTING AUTHORITY, as joint guarantor of [Concessionaire], ("Guaranteed Party"), expressly waiving the rights provided for in articles 366, 827, 835, 837, 838 and 839 of Federal Law No. 10,406, of January 10, 2002 (Brazilian Civil Code), and in article 794, paragraph 3, of Federal Law No. 13,105/2015 (Code of Civil Procedure), for the faithful performance of all obligations undertaken by the Guaranteed Party under the CONTRACT, arising from the TENDER, the terms, clauses and conditions of which the Guarantor Bank expressly declares to be aware of and accept.

As a result of this Guarantee Letter, the Guarantor Bank undertakes, in the event that the Guaranteed Party breaches any of its obligations arising from the applicable laws, regulatory rules or the CONTRACT, including the occurrence of the events set forth in Clause 34 of the CONTRACT, to pay the GRANTING AUTHORITY the amounts indicated in Clause 17, adjusted annually by the Extended National Consumer Price Index - IPCA, accumulated over the period between the month of the last adjustment and the month of the adjustment in question.

The Guarantor Bank further undertakes, within the scope of the amounts indicated above, to pay the GRANTING AUTHORITY for any losses caused by the Guaranteed Party, such as fines imposed by the GRANTING AUTHORITY and not voluntarily paid by the CONCESSIONAIRE, as well as other indemnities or pecuniary obligations owed by the Guaranteed Party to the GRANTING AUTHORITY, and the Guarantor Bank undertakes to make the respective payments to the GRANTING AUTHORITY whenever so required, within a maximum period of 48 (forty-eight) hours counted from receipt by the Guarantor Bank of the written notice sent by the GRANTING AUTHORITY.

The Guarantor Bank may not admit any objection or opposition by the Guaranteed Party, or invoked by it, for the purpose of excusing itself from performance of the obligation undertaken by it before the GRANTING AUTHORITY, under the terms of this Guarantee Letter.

The Guarantor Bank and the Guaranteed Party may not amend any of the terms of this Guarantee Letter without the prior express authorization of the GRANTING AUTHORITY.

Whenever the Guaranteed Party makes use of part of the amount subject to this Guarantee Letter, the Guarantor Bank is obliged to immediately notify the Guaranteed Party so that it may, within 10



(ten) business days from the date of such use, restore the full amount of this Guarantee Letter.

In the event that the GRANTING AUTHORITY files a lawsuit to seek performance of the obligation referred to in this Guarantee Letter, the Guarantor Bank shall be required to pay the corresponding judicial or extrajudicial expenses.

The Guarantee shall remain in force for a period of 12 (twelve) months counted from the date of execution of the CONTRACT, renewable for an equal period.

The Guarantor Bank further declares that:

- a) this Guarantee Letter is duly recorded in its books, in full compliance with the regulations of the Central Bank of Brazil currently in force, in addition to complying with the provisions of the applicable laws and regulations;
- b) the signatories of this Guarantee Letter are authorized to provide this guarantee in its name and under its responsibility; and
- c) the share capital is R\$ [•] ([•] reais), and it is authorized by the Central Bank of Brazil to issue Guarantee Letters, and the amount of this Guarantee Letter, in the amount of R\$ [•] ([•] reais), falls within the limits authorized for it by the Central Bank of Brazil.

Terms not expressly defined in this Guarantee Letter shall have the meanings assigned to them in the CONTRACT.

[PLACE], [DATE].

[SIGNATURE]

[corporate name of the CONCESSIONAIRE]

[name of the contact person, in the case of a legal entity]

Contact details: [•]

