

EXHIBIT X – RISK MATRIX

The purpose of this EXHIBIT is to identify the main risks to which the CONCESSIONAIRE and the GRANTING AUTHORITY shall be exposed throughout the performance of the CONTRACT, as well as to establish an objective allocation of the responsibilities corresponding to their materialization, considering the administrative concession regime. To facilitate visualization of the risks, the project's Risk Matrix has been subdivided into four distinct groups, identified below:

- **Table I – Legal and Institutional Risks**
- **Table II – Technical and Management Risks**
- **Table III – Construction and Project Risks**
- **Table IV – Economic and Financial Risks**

In addition, the tables indicate the period of greatest exposure to risk and the possible consequences associated with its materialization. Such indications are merely illustrative and do not affect the core of the Risk Matrix, consisting of the allocation of risks to each of the PARTIES.

Lastly, for purposes of understanding the Risk Matrix, it should be borne in mind that the allocation of a risk to a PARTY means that such PARTY shall absorb the financial-economic effect resulting from its materialization, whether *positive* or *negative*. In this sense, since the CONCESSIONAIRE is the provider of the SERVICES, whenever risks are allocated to it, their occurrence shall not give rise to financial-economic rebalancing procedures, since any gains or losses it may experience as a result of the occurrence of the risk shall be absorbed by it; on the other hand, when a risk allocated to the GRANTING AUTHORITY materializes, rebalancing may be necessary so that the CONCESSIONAIRE does not absorb a positive or negative financial-economic effect that does not belong to it.



Table I – Legal and Institutional Risks

| Item | Clause | Risks | Materialization | Risk Allocation | Does it give rise to rebalancing? |
|------|-----------|--|--|--------------------|-----------------------------------|
| 1 | 34.4, ii | Resumption of the SERVICES by the HOLDER during the term of this CONTRACT, including as a result of the termination or reduction of the term of the PROGRAM CONTRACTS. | Early termination of the CONTRACT. | GRANTING AUTHORITY | Yes |
| 2 | 34.4, iii | Issuance of rules applicable to the CONCESSION, or other determinations by the REGULATORY AGENCY or ANA, that result in changes to the PERFORMANCE INDICATORS set forth in EXHIBIT III – PERFORMANCE INDICATORS AND SERVICE TARGETS, or to other conditions for the SERVICES provision. | Change in costs; change in projects and schedule; contractual amendment. | GRANTING AUTHORITY | Yes |
| 3 | 34.4, iv | FACTUM PRINCIPIS or ACT OF THE ADMINISTRATION that demonstrably results in variations in the CONCESSIONAIRE's costs or revenues, including rules, determinations and conditions imposed by environmental authorities or agencies that do not arise from the CONCESSIONAIRE's non-compliance with the applicable environmental rules. | Change in costs; contractual amendment. | GRANTING AUTHORITY | Yes |
| 4 | 34.4, v | Except for taxes on income, the creation, amendment or extinction of taxes or legal charges, or the enactment of new provisions, that affect the CONCESSIONAIRE's costs or revenues, either positively or negatively, in | Change in costs; contractual amendment. | GRANTING AUTHORITY | Yes |



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| | | accordance with paragraph 3 of Article 9 of Federal Law No. 8,987/1995. | | | |
| 5 | 34.2, xviii | Risks associated with tax or credit benefits arising from incentive programs. | Change in costs. | CONCESSIONAIRE | No |
| 6 | 34.4, vi | Specific legislative change that directly impacts the CONCESSIONAIRE's revenues, such as those granting tax or tariff exemption, reduction, discount or any other tax or tariff privilege, as well as changes in consumer protection legislation that result in impacts on customer service costs. | Change in costs. | GRANTING AUTHORITY | Yes |
| 7 | 34.4, x | Judicial and administrative orders to satisfy obligations originally attributable to the GRANTING AUTHORITY, including entities and agencies within its administrative sphere, or to the MUNICIPALITIES, including labor claims filed by employees or third parties linked to the GRANTING AUTHORITY or to other companies contracted by the GRANTING AUTHORITY. | Additional costs; indemnities; contractual amendment. | GRANTING AUTHORITY | Yes |
| 8 | 34.4, xv | Delays in or suspensions of the execution of the CONTRACT due to judicial or administrative decisions, including those issued by inspecting bodies, for reasons not attributable to the CONCESSIONAIRE. | Change in costs; resumption or interruption of the services; change in schedule; Economic infeasibility of the concession; | GRANTING AUTHORITY | Yes |



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| | | | contractual amendment. | | |
| 9 | 41 | Takeover for reasons of public interest or administrative convenience. | Termination of the contract and commencement of proceedings to determine the indemnities due to the Concessionaire. | GRANTING AUTHORITY | Yes |
| 10 | 43 | Judicial termination due to fault of the GRANTING AUTHORITY. | Termination of the contract and commencement of proceedings to determine the indemnities due to the Concessionaire. | GRANTING AUTHORITY | Yes |
| 11 | 44.4 | Annulment of the TENDER, if it does not arise from a fact attributable to the CONCESSIONAIRE, or to its current or former shareholders. | Termination of the contract and commencement of proceedings to determine the indemnities due to the Concessionaire. | GRANTING AUTHORITY | Yes |
| 12 | 34.2, xxi | Delays, suspensions, or other obstacles to the execution of the CONTRACT arising from judicial or administrative decisions, including | Change in costs; resumption or interruption of the | CONCESSIONAIRE | No |



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| | | by inspecting bodies, due to facts attributable to the CONCESSIONAIRE. | services; delay in the schedule; economic infeasibility of the concession; contractual amendment. | | |
| 13 | 44 | Bankruptcy or dissolution of the CONCESSIONAIRE. | Default by the Concessionaire with its lenders; unenforceability of the contract; termination of the concession. | CONCESSIONAIRE | No |
| 14 | 34.4, vii | Occurrence of a FORTUITOUS EVENTS or FORCE MAJEURE that are not covered by the insurance required under this CONTRACT. | Change in costs; change in projects and schedule; filing of lawsuits; contractual amendment. | GRANTING AUTHORITY | Yes |
| 15 | 34.2, xxvii | Occurrence of events considered as cases of FORTUITOUS EVENT OR FORCE MAJEURE that are covered by the insurance policies required under this CONTRACT. | Change in costs; change in projects and schedule; filing of lawsuits; contractual amendment. | CONCESSIONAIRE | No |
| 16 | 11.21 | Change in the manner of the works' execution or in the CONCESSIONAIRE's investment schedule, due to amendments to | Change in costs; change in schedule; | GRANTING AUTHORITY | Yes |



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| | | the Municipal and/or Microregional Water and Wastewater Plans, affecting the obligations undertaken by the Concessionaire, subject to the provisions of article 25, paragraph 8, of Federal Decree No. 7,217, of June 21, 2010. | contractual amendment. | | |
| 17 | 42 | Declaration of forfeiture of the ADMINISTRATIVE CONCESSION. | Early termination of the contract. | CONCESSIONAIRE | No |
| 18 | 34.9 | New investments or services requested by the GRANTING AUTHORITY, not provided for in the CONTRACT. | Change in costs; new investments; change in schedule. | GRANTING AUTHORITY | Yes |

Table II – Technical and Management Risks

| Item | Clause | Risks | Materialization | Risk Allocation | Does it give rise to rebalancing? |
|------|-----------|--|--|--------------------|-----------------------------------|
| 1 | 34.4, xii | Unavailability of electric power, resulting from acts or omissions not attributable to the CONCESSIONAIRE, which affect the execution of the CONTRACT and last for more than 48 (forty-eight) consecutive hours. | Interruption of the services; delay in the schedule; impact on the performance indicators; complaints by users; filing | GRANTING AUTHORITY | Yes |



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| | | | of judicial and administrative actions. | | |
| 2 | 34.2, xl | Issues, delays, inconsistencies, interruption, or intermittency in the supply of public utilities required for the execution of the CONTRACT, except for the risks of unavailability of electric power set forth in subclause 34.4, item "xii". | Interruption of the services; delay in the schedule; impact on the performance indicators; complaints by users; filing of judicial and administrative actions. | CONCESSIONAIRE | No |
| 3 | 34.4, xvi | Damages or losses caused to the CONCESSIONAIRE arising from compliance with a determination by the GRANTING AUTHORITY or the REGULATORY AGENCY that mandatorily and subsequently imposes the use of technology or technique in the SERVICES or in the assets used for the SERVICES provision that is not provided for in this CONTRACT or in the INVESTMENT PLAN, provided that such changes result in additional costs to the CONCESSIONAIRE and do not arise from contractual obligations assumed by it, including those associated with the principle of currentness, the continuous improvement of the SERVICES, or the natural technological evolution throughout the contractual term. | Change in costs; change in projects and schedule; contractual amendment. | GRANTING AUTHORITY | Yes |



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| 4 | 34.4, xxiii | Change in the technical solution for making the SERVICES available in the municipal seats, districts and localities indicated in EXHIBIT V – GUIDELINES FOR PREPARATION OF THE INVESTMENT PLAN, due to the technical infeasibility of installing public wastewater networks in compliance with the provisions set forth in EXHIBIT IV – CONCESSION SPECIFICATIONS. | Change in costs; change in the projects; change in schedule. | GRANTING AUTHORITY | Yes |
| 5 | 34.4, xxv | Eventual works executed directly by the GRANTING AUTHORITY, HOLDERS or the STATE, which may be incorporated into the SYSTEM and qualify as SYSTEM IMPROVEMENT WORKS, or that demonstrably reduce the investment costs under the CONCESSIONAIRE’S responsibility. | Change in costs; change in the investment plan; change in the projects; change in the schedules; contractual amendment. | GRANTING AUTHORITY | Yes |
| 6 | 34.2, xv | Perishing, destruction, robbery, theft, loss, or any other types of damage caused to the REVERSIBLE ASSETS while they are allocated to the SERVICES or which, once deallocated, have not yet been formally returned to the GRANTING AUTHORITY. | Triggering of the contracted insurance policies; additional costs; acquisition of new assets. | CONCESSIONAIRE | No |
| 7 | 34.2, xli | Non-redhibitory defects, that is, those identifiable through technical inspection, in the REVERSIBLE ASSETS, even if already existing or originating on | Change in costs; acquisition of new assets; change in schedule. | CONCESSIONAIRE | No |



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| | | a date prior to the execution of the handover instrument of the respective asset. | | | |
| 8 | 34.2, viii | Risks associated with the safety and health of the workers engaged in the execution of the SYSTEM IMPROVEMENT WORKS and in the execution of the CONTRACT, who are subordinated to the CONCESSIONAIRE or to its subcontractors and third-party service providers, including with respect to safety at the site of such works. | Indemnities; filing of judicial and administrative actions; paralysis or interruption of the works; delay in the schedule; additional costs. | CONCESSIONAIRE | No |
| 9 | 34.2, xi | Impacts, including additional costs and timelines, arising from delays in, or failure to obtain, the licenses, permits, and authorizations required for the execution of the subject matter of this CONTRACT, due to factors attributable to the CONCESSIONAIRE, except for the cases set forth in subclause 34.4. | Indemnities; administrative measures; filing of judicial and administrative actions; interference with other public services; change in costs; delay in the schedule. | CONCESSIONAIRE | No |
| 10 | 34.2, xxvi | Impacts, including additional time periods, investments, costs, and expenses, required for documentary or real-estate regularization that may be required in licensing or authorization processes related to the execution of the CONTRACT, except with respect to REVERSIBLE ASSETS existing prior to SYSTEM OPERATION. | Changes in costs; changes in the schedule. | CONCESSIONAIRE | No |



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| 11 | 34.2, xxix | Losses caused to third parties, including the USERS of the SERVICES, by the CONCESSIONAIRE or its officers, employees, agents, or service providers, or any other individual or entity affiliated with it, in the course of activities necessary for the execution of the CONTRACT. | Indemnities; filing of judicial and administrative actions; triggering of the contracted insurance policies; increase in costs; delay in the schedule; reputational damage. | CONCESSIONAIRE | No |
| 12 | 34.2, x | Excess costs related to the provision of the SERVICES, as well as losses arising from their inefficient management or from increases in the cost of supplies and raw materials. | Change in costs; change in schedule. | CONCESSIONAIRE | No |
| 13 | 34.2, xiv | Risks related to the state-of-the-art of the technology employed in the execution of the CONTRACT. | Additional investments for technological upgrading; change in costs; change in the schedule. | CONCESSIONAIRE | No |
| 14 | 21 | Risks associated with expropriations, removals, and the establishment of administrative easements, administrative limitations, and temporary occupations of real property necessary for the execution of the CONTRACT, under the CONCESSIONAIRE's responsibility, in compliance with the applicable laws and regulations and the provisions set forth in the CONTRACT and its exhibits. | Indemnities; administrative measures; filing of judicial and administrative actions; interference with other public services; change in costs; delay in the schedule. | CONCESSIONAIRE | No |



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| 15 | 34.2, xii | Implications, including additional costs and timelines, arising from compliance with the conditions imposed in the environmental licensing procedures required for the execution of the CONTRACT. | Indemnities; administrative measures; filing of judicial and administrative actions; interference with other public services; change in costs; delay in the schedule. | CONCESSIONAIRE | No |
| 16 | 34.4, viii | Delay in the works and activities resulting from delays in obtaining environmental licenses or authorizations from public authorities under the CONCESSIONAIRE's responsibility, whenever the analysis periods of the authority responsible for issuing the licenses or authorizations exceed those set forth in the applicable rules or those informed by the public authority, except where arising from a fact attributable to the CONCESSIONAIRE, pursuant to the CONTRACT. | Change in costs; delay in the schedule. | GRANTING AUTHORITY | Yes |
| 17 | 34.4, i | Change in the SERVICE PROVIDER'S COVERAGE AREA due to the conversion of rural areas into urban areas or vice versa, the inclusion of expansion areas, or the inclusion of a Municipality listed in Table 3 of EXHIBIT D. | Change in costs; change in investments; change in the schedule; contractual amendment. | GRANTING AUTHORITY | Yes |



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| 18 | 34.4, ix | Events resulting from acts or facts that occurred before the SYSTEM transfer date and that are not under the CONCESSIONAIRE's responsibility, including PRE-EXISTING LIABILITIES, provided that they are identified and notified to the GRANTING AUTHORITY by the end of the SYSTEM ASSISTED OPERATION, whenever such events affect the execution of the CONTRACT, give rise to an increase in costs, expenses or investments for the CONCESSIONAIRE, or, alternatively, result in a reduction of its revenue, except, in any event, for the risks allocated to the CONCESSIONAIRE, as well as the liabilities relating to the technical, operational and investment conditions of the SYSTEM, knowledge and measurement of which were incumbent upon the CONCESSIONAIRE within the scope of the TENDER. | Change in costs; filing of judicial and administrative actions; indemnities. | GRANTING AUTHORITY | Yes |
| 19 | 34.2, xiii | Risks related to the remediation of environmental liabilities or environmental irregularities caused after the issuance of the SYSTEM TRANSFER TERM. | Change in costs; filing of judicial and administrative actions; indemnities. | CONCESSIONAIRE | No |



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| 20 | 34.4, xiii | Interferences caused by social movements not associated with deficient provision of the SERVICES. | Interruption of the services; change in costs; change in the schedule. | GRANTING AUTHORITY | Yes |
| 21 | 34.4, xxii | Hidden defects in the REVERSIBLE ASSETS, already existing or originating on a date prior to the execution of the term of delivery of the respective asset by the GRANTING AUTHORITY to the CONCESSIONAIRE, identified within up to 12 (twelve) months after the effective transfer of responsibility. | Change in costs; acquisition of new assets; delay in the schedule. | GRANTING AUTHORITY | Yes |
| 22 | 34.2, xxxii | Expenditures resulting from latent defects in the REVERSIBLE ASSETS, except in the cases addressed in the CONTRACT. | Additional costs for the corrective and preventive maintenance of the assets, keeping them in compliance with the quality levels set forth in the contract; Acquisition of new assets; delay in the schedule. | CONCESSIONAIRE | No |
| 23 | 34.2, vi | The occurrence of strikes, work stoppages, or manifestations by the CONCESSIONAIRE'S workers or subcontractors that affect the execution of the CONTRACT, where such events are motivated by demands directed to the CONCESSIONAIRE or to the subcontractors, except for | Indemnities; interruption of the services; filing of judicial and administrative actions; change in the schedule. | CONCESSIONAIRE | No |



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| | | those deemed unlawful by the Judiciary. | | | |
| 24 | 34.2, xxxiv | losses arising from interruptions or issues, delays, failures, or inconsistencies in the supply of materials, supplies, labor, and services required for the execution of the CONTRACT, including as regards subcontracted companies, except where they are directly and demonstrably attributable to the GRANTING AUTHORITY. | Change in costs; change in the schedule; interruption of the services. | CONCESSIONAIRE | No |
| 25 | 34.4, xiv | Interferences with the provision of the SERVICES caused by social manifestations, including strikes by public agents, except for internal strikes by the CONCESSIONAIRE's own employees or those of its subcontractors. | Indemnities; interruption of the services; filing of judicial and administrative actions. | GRANTING AUTHORITY | Yes |
| 26 | 34.2, xxxiii | Cost variations or losses arising from labor collective bargaining, agreements or collective labor instruments, as well as social security, tax, and commercial matters resulting from the execution of the CONTRACT, including those related to subcontracted companies; | Indemnities; interruption of the services; filing of judicial and administrative actions. | CONCESSIONAIRE | No |
| 27 | 34.2, xxxv | Impacts due to eventual delays in the procedures for expropriations, the | Indemnities; administrative measures; filing of judicial | CONCESSIONAIRE | No |



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| | | establishment of administrative easements, and the imposition of administrative restrictions or provisional occupations of immovable assets necessary for the execution of the CONTRACT, including the risk of delay in the issuance of the judicial decisions required for provisional possession of the respective immovable assets, subject to the exceptions provided for in the CONTRACT. | and administrative actions; interference with other public services; change in costs; delay in the schedule. | | |
| 28 | 34.2, xxxi | Investments, payments, costs, and expenses arising from expropriations, the establishment of administrative easements, and the imposition of administrative restrictions or the provisional occupation of immovable assets necessary for the execution of the CONTRACT. | Indemnities; administrative measures; filing of judicial and administrative actions; interference with other public services; change in costs; delay in the schedule. | CONCESSIONAIRE | No |
| 29 | 34.4, xi | Archaeological risks, including the eventual discovery of historical and archaeological sites that affect the execution of the CONTRACT. | Interruption of the works; change in the schedule; change in the project. | GRANTING AUTHORITY | Yes |
| 30 | 34.2, xxv | Costs and time periods for the removal of occupants from immovable assets irregularly occupied, after the CONCESSIONAIRE assumes SYSTEM OPERATION. | Indemnities; change in costs; change in the schedule. | CONCESSIONAIRE | No |



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| 31 | 34.2, xxviii | Civil, administrative, environmental, and criminal liability for any damages arising from the execution of the CONTRACT, the SYSTEM IMPROVEMENT WORKS, the operation and maintenance of the REVERSIBLE ASSETS, and the provision of SERVICES, that have been caused by the CONCESSIONAIRE or by its managers, employees, agents, subcontractors, or any other individual or legal entity affiliated with the CONCESSIONAIRE. | Reputational damage; increase in costs; interruption of the works. | CONCESSIONAIRE | No |
| 32 | 34.2, v | Any issues arising from the relationship between the CONCESSIONAIRE and its contractors, of any nature. | Change in costs; revenue shortfalls or financing; defaults; indemnities; change in the schedule. | CONCESSIONAIRE | No |
| 33 | 34.2, xxxviii e 12.1.2 | Revenue shortfalls arising from the impossibility, for reasons of public order, of providing the SERVICES in the CONSOLIDATED INFORMAL URBAN SETTLEMENTS and in the REMOTE AREAS. | Change in costs. | CONCESSIONAIRE | No |

Table III – Construction and Project Risks



| Item | Clause | Risks | Materialization | Risk Allocation | Does it give rise to rebalancing? |
|------|-------------|---|--|--------------------|-----------------------------------|
| 1 | 34.2, ix | Impacts on the execution of the subject matter of the CONTRACT arising from adverse geological and climatic conditions, resulting in additional costs or delays to the schedule set forth in the INVESTMENT PLAN. | Change in costs; change in the schedule; indemnities; triggering of the contracted insurance policies; redoing of the works. | CONCESSIONAIRE | No |
| 2 | 34.2, xxxix | The level of coverage of the sanitary wastewater system in the LOT that effectively exists being lower than the level informed in APPENDIX III of EXHIBIT IV – CONCESSION SPECIFICATIONS for purposes of preparation of the COMMERCIAL PROPOSAL, applying the same methodology, except for the risk allocated to the GRANTING AUTHORITY under subclause 34.4, item xx. | Change in costs; change in the schedule; change in the projects. | CONCESSIONAIRE | No |
| 3 | 34.4, xx | the actually existing level of coverage of the wastewater system in the LOT lower than the level informed in APPENDIX III of EXHIBIT IV – CONCESSION SPECIFICATIONS for purposes of preparing the COMMERCIAL PROPOSAL, provided that such negative variation is verified by the 12th (twelfth) month after the end of the SYSTEM ASSISTED | Change in costs; change in the schedule; change in the projects. | GRANTING AUTHORITY | Yes |



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| | | OPERATION and exceeds 10% (ten percent) of the informed level, observing the same methodology. | | | |
| 4 | 34.4, xxi | The actually existing level of coverage of the wastewater system higher than that informed in APPENDIX III of EXHIBIT IV – CONCESSION SPECIFICATIONS for purposes of preparing the COMMERCIAL PROPOSAL, including due to the existence of systems in operation under the direct responsibility of the MUNICIPALITIES, provided that such positive variation exceeds 10% (ten percent) of the informed level, observing the same methodology. | Change in costs; change in the schedule; change in the projects. | GRANTING AUTHORITY | Yes |
| 5 | 34.4, xxiv | The variation exceeding 10% (ten percent), either positively or negatively, between the network extension implemented for achievement of the coverage targets upon universalization and the network extension projected for the lot as indicated in EXHIBIT IV – CONCESSION SPECIFICATIONS, with respect to the list of municipal seats, districts and localities indicated for service through a conventional collective solution EXHIBIT V – GUIDELINES FOR PREPARATION OF THE INVESTMENT PLAN. | Change in costs; change in the schedule; change in the projects. | GRANTING AUTHORITY | Yes |



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| 6 | 34.4, xvii | Losses arising from a delay of more than 12 (twelve) months in the completion of the GRANTING AUTHORITY INVESTMENTS, according to the schedule set forth in EXHIBIT VIII, or from the existence of construction and design defects, including hidden defects, provided that they are indicated by the CONCESSIONAIRE within 12 (twelve) months after issuance of the ACCEPTANCE AND TRANSFER TERM, pursuant to subclause 14 of the CONTRACT. | Change in costs; change in the schedule; change in the projects. | GRANTING AUTHORITY | Yes |
| 7 | 34.2., xlii | Possible revenue shortfalls arising from a delay of up to 12 (twelve) months in completion of the investments under the responsibility of the GRANTING AUTHORITY, pursuant to the schedule set forth in EXHIBIT VIII – GRANTING AUTHORITY INVESTMENTS. | Revenue shortfalls. | CONCESSIONAIRE | No |
| 8 | 34.4, xviii | Assumption by the CONCESSIONAIRE of the remaining works relating to the GRANTING AUTHORITY INVESTMENTS, as set forth in this CONTRACT. | Change in costs; change in the schedule; change in the projects. | GRANTING AUTHORITY | Yes |
| 9 | 34.2, xxii | Failures, errors, omissions, or changes: (i) in any engineering projects elaborated by the CONCESSIONAIRE, required for the CONTRACT execution or the | Change in costs; change in the schedule; change in the projects; redoing of the works or projects. | CONCESSIONAIRE | No |



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| | | SERVICES provision, regardless of their approval or no-objection by the GRANTING AUTHORITY; or (ii) in the SYSTEM IMPROVEMENT WORKS or in any other works executed by the CONCESSIONAIRE, required to comply with the CONTRACT, regardless of their approval or no-objection by the GRANTING AUTHORITY. | | | |
| 10 | 11.17 | Delay in the execution of the works due to the need for adjustments to the projects and studies, when resulting from a gross technical error or a clear failure to comply with the provisions of the TENDER NOTICE, safety standards, good engineering practice, the CONTRACT and its exhibits. | Change in costs; change in the schedule; change in the projects; redoing of the works or projects. | CONCESSIONAIRE | No |
| 11 | 34.2, xxiii | Obstacles to the SYSTEM IMPROVEMENT WORKS, as well as additional costs and time periods resulting from the need for rework or changes to such works, due to the CONCESSIONAIRE's failure to comply with the provisions of this CONTRACT and the applicable legal and regulatory provisions. | Delay in the schedule; Paralysis/ interruption of the works; additional costs; redoing of the works. | CONCESSIONAIRE | No |



Table IV – Economic and Financial Risks

| Item | Clause | Risks | Materialization | Risk Allocation | Does it give rise to rebalancing? |
|------|-----------|---|------------------|-----------------|-----------------------------------|
| 1 | 34.2, iii | Variation or error in estimating the investments required for the execution of the CONTRACT and the costs of operation, maintenance, and preservation of the SYSTEM, including the failure to obtain the economic return expected by the CONCESSIONAIRE, provided that such variation does not result, directly and demonstrably, from conduct of the GRANTING AUTHORITY or from the materialization of another contractual risk allocated to the GRANTING AUTHORITY. | Change in costs. | CONCESSIONAIRE | No |



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| 2 | 34.2, xx | Costs related to contracting the insurance policies required under this CONTRACT. | Change in costs. | CONCESSIONAIRE | No |
| 3 | 34.2, xxxvii | Variations, inaccurate estimates, or failure to estimate the investments and reinvestments required for the CONTRACT execution, as well as additional costs or expenses necessary to comply with the PERFORMANCE INDICATORS as a result of its performance. | Change in costs. | CONCESSIONAIRE | No |
| 4 | 34.2, xvi | Variation or error in estimating the investments required for the execution of the CONTRACT and the costs of operation, maintenance, and preservation of the SYSTEM, including the failure to obtain the economic return expected by the CONCESSIONAIRE, provided that such variation does not result, directly and demonstrably, from conduct of the GRANTING AUTHORITY or from the materialization of another contractual risk allocated to the GRANTING AUTHORITY. | Change in costs. | CONCESSIONAIRE | No |
| 5 | 34.2, xvii | Fluctuations in exchange rates. | Change in costs. | CONCESSIONAIRE | No |
| 6 | 34.2, xix | Changes in the CONCESSIONAIRE's business, financial, economic, | Change in costs. | CONCESSIONAIRE | No |



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| | | accounting, and tax planning that affect the execution of the CONTRACT, except for changes resulting from the materialization of risks allocated to the GRANTING AUTHORITY. | | | |
| 7 | 34.2, xxx | Losses arising from risks inherent to business activity. | Change in costs. | CONCESSIONAIRE | No |
| 8 | 34.2, xxxvi | Cost and expense variations related to the acquisition and installation of equipment required for the SERVICES, including customs-related costs, between the date of submission of the COMMERCIAL PROPOSAL and its effective acquisition. | Change in costs. | CONCESSIONAIRE | No |
| 9 | 34.2, xliii | Variation in the base interest rate that affects the execution of the CONTRACT. | Change in costs. | CONCESSIONAIRE | No |
| 10 | 34.2, i | Variation in the demand for the SERVICES and the SERVICES COMPLEMENTARES, including, without limitation, as a result of population densification differing from that forecast; the existence of irregular connections or failure to connect to the network; changes in the housing profile, consumption pattern, or composition of USERS; | Change in costs. | CONCESSIONAIRE | No |



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| | | changes in USERS' behavior or consumption arising from tax policies and provisions applicable to the sector, including those related to Constitutional Amendment No. 132/2023; and other factors that affect the demand for the SERVICES. | | | |
| 11 | 34.2, iv | Variation in the cost of labor and supplies affecting the execution of the CONTRACT, including the provision of the SERVICES, provision of the SERVICES COMPLEMENTARES, and the execution of the SYSTEM IMPROVEMENT WORKS and of the other investments provided for in this CONTRACT, except for any works executed by the GRANTING AUTHORITY or by a federated Entity. | Change in costs. | CONCESSIONAIRE | No |
| 12 | 34.2, vii | Risks associated with any investments, costs, or expenses related to activities that generate ADDITIONAL REVENUES, as well as with the failure to realize such revenues. | Change in costs; revenue shortfalls. | CONCESSIONAIRE | No |
| 13 | 34.2, ii | Identification of errors or omissions in the WINNING PROPOSAL or in | Delay in the schedule; | CONCESSIONAIRE | No |



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| | | any other projection or assumption of the CONCESSIONAIRE, including in the surveys carried out prior to the preparation of the WINNING PROPOSAL. | change in costs; change in investments. | | |
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