PRICE REGISTRATION AGREEMENT

No. 09-2026/GALIC/P

PE SRP No. xx-2026/GALIC/AC/CBTU

CBTU

COMPANHIA BRASILEIRA DE TRENS URBANOS

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MINISTRY OF CITIES

COMPANHIA BRASILEIRA DE TRENS URBANOS - CBTU

PRICE REGISTRATION AGREEMENT No. 09-2026/GALIC/P

PREAMBLE

Companhia Brasileira de Trens Urbanos - CBTU, a federal public enterprise linked to the Ministry of Cities, registered with the CNPJ/MF under No. 42.357.483/0001-26, headquartered at Setor Bancário Norte, Quadra 01, Bloco B, Edifício CNC, 9th to 13th floors, Brasília/DF, postal code 70.041-902, herein represented by its President, Mr. José Marques de Lima, and its Technical Director, Ms. Adriana Fonseca Lins, in view of the award of the proposal submitted in Electronic Reverse Auction for Price Registration PE SRP No. 900XX/2026/GALIC/CBTU-AC, approved by the competent authority on XX/XX/2026, hereby resolves to REGISTER the prices offered by the company or companies identified and qualified in this AGREEMENT, according to their ranking and the quantities quoted, subject to the conditions set forth in the above-mentioned Tender Notice. The parties shall be subject to Law No. 13,303 of June 30, 2016, the Internal Regulations on Tendering, Direct Procurement, Contracts and Cooperation Agreements of Companhia Brasileira de Trens Urbanos - RILC-CBTU, available at https://www.cbtu.gov.br/images/licitacoes/rilc_cbtu.pdf, and the following provisions:

1. SUBJECT MATTER

1.1. The purpose of this AGREEMENT is to register prices for the PURCHASE OF 741.82 METRIC TONNES OF TR-57 RAILS FOR STU-REC, new, in 12-metre lengths, with a nominal mass of 57 kg/m, manufactured and tested in accordance with ABNT NBR 7590:2012, as specified in item(s) 1.3 of Tender Notice PE SRP No. XXX/2026/GALIC/CBTU-AC, pursuant to the Terms of Reference, Annex I to that Notice, which form an integral part of this Agreement, as do the proposals whose prices have been registered, whether or not reproduced herein.

2. PRICES, SPECIFICATIONS AND QUANTITIES

2.1. The registered price, specifications of the subject matter, quantities of each item, supplier(s) and other terms offered in the proposal(s) are as follows:

Supplier details, address, telephone, email			
DESCRIPTION			
New TR-57 railway rail, Grade 3A, in 12 (twelve)-metre lengths, in accordance with the Terms of Reference			
STU	**QUANTITY (metric tonnes)**	**UNIT PRICE (R$)**	**TOTAL PRICE (R$)**
RECIFE			

2.2. Increases in the quantities established in this AGREEMENT are prohibited under Article 189, paragraph 1, of RILC-CBTU.

2.3. The reserve list relating to this price registration is attached to this AGREEMENT.

3. MANAGING AND PARTICIPATING BODIES

3.1. The managing body for this AGREEMENT is the (management or coordination unit) reporting to the Technical Directorate of Companhia Brasileira de Trens Urbanos - CBTU (UASG 275068).

3.2. Since the Price Registration Intention procedure was waived in the tender under Article 186, paragraph 2, of RILC-CBTU, there are no participating bodies in this AGREEMENT.

4. ACCESSION TO THE PRICE REGISTRATION AGREEMENT

4.1. Accession to this AGREEMENT shall not be permitted, as justified in the preliminary technical studies and in item 2.4 of the Tender Notice and item 19 of the Terms of Reference.

5. VALIDITY, CONTRACTING AND RESERVE LIST

5.1. This AGREEMENT shall remain valid for 12 (twelve) months, starting on the first business day following the date of its signature, and may be extended for an equal period with the supplier's consent, provided that the price is demonstrated to remain advantageous.

5.2. Any contract arising from this AGREEMENT shall have its term established in the contractual instrument itself and shall be subject to the availability of budget appropriations at the time of contracting and in each financial year.

5.2.1. Contracting with suppliers registered under this AGREEMENT shall be formalized by CBTU or the interested entity through a contractual instrument, issuance of a budget commitment note or another suitable instrument, pursuant to Article 210, paragraph 1, of RILC-CBTU;

5.2.2. When the contract or substitute instrument is formalized, the availability of the respective budget appropriations shall be stated;

5.2.3. The contractual instrument referred to in this item shall be signed within the validity period of the price registration agreement;

5.2.4. Contracts arising from the price registration system may be amended subject to Article 81 of Law No. 13,303 of 2016 and Article 231 et seq. of RILC-CBTU.

5.3. An annex to this AGREEMENT shall record the bidders or suppliers that agree to quote goods, works or services at prices equal to those of the successful bidder, observing the tender ranking.

5.3.1. The record referred to in the preceding item is intended to establish a reserve list in case the signatory to the agreement is unable to fulfil its obligations.

5.3.2. Contracting shall follow the ranking of bidders or suppliers registered on the reserve list of this AGREEMENT.

5.4. The qualification of bidders to be included on the reserve list referred to in item 5.3 shall be checked only when it becomes necessary to contract with the remaining bidders in the following circumstances:

5.4.1. When the winning bidder fails to sign the price registration agreement within the time limit and under the conditions established in the Tender Notice; and

5.4.2. When the bidder's registration or the price registration is cancelled in the circumstances set forth in item 9.

5.5. The registered price, identifying the bidders and suppliers, shall be published on CBTU's website and remain available throughout the term of this AGREEMENT.

5.6. If the invited bidder fails to sign the price registration agreement within the time limit and under the conditions established in the Tender Notice, CBTU may invite the remaining bidders on the reserve list, in ranking order, to do so within the same period and on the terms proposed by the first-ranked bidder.

5.7. If none of the bidders agrees to enter into the price registration agreement under the preceding item, CBTU may:

5.7.1. Invite the remaining bidders to negotiate, in ranking order, with a view to obtaining a better price, even if higher than the price of the originally awarded proposal, provided it is equal to or lower than the estimated procurement budget; or

5.7.2. Invite the remaining bidders, in ranking order, to enter into the price registration agreement on the terms offered by them, provided the amount is equal to or lower than the estimated procurement budget.

5.8. The existence of registered prices shall constitute a commitment to supply under the established conditions, but shall not oblige CBTU to contract. CBTU may conduct a specific tender for the intended purchase, provided this is duly justified.

6. AMENDMENT OR UPDATING OF REGISTERED PRICES

6.1. Registered prices may be amended or updated as a result of a reduction in market prices or an event that increases the cost of the registered goods, works or services, in the following circumstances:

6.1.1. In the event of force majeure, a fortuitous event or an act of public authority (fato do príncipe), or as a result of unforeseeable events, or foreseeable events with incalculable consequences, that make performance of this AGREEMENT as originally agreed unviable;

6.1.2. If any taxes or statutory charges are created, amended or abolished, or new legal provisions arise, with a proven impact on the registered prices.

7. NEGOTIATION OF REGISTERED PRICES

7.1. If, due to a subsequent event, the registered price becomes higher than the prevailing market price, CBTU shall invite the supplier to negotiate a reduction in the registered price.

7.1.1. If the supplier does not agree to reduce its price to market levels, it shall be released from its commitment regarding the registered item, without administrative penalties.

7.1.2. In the circumstances of the preceding item, CBTU shall invite suppliers on the reserve list, in ranking order, to ascertain whether they agree to reduce their prices to market levels, and shall not invite bidders or suppliers whose registration has been cancelled.

7.1.3. If negotiations are unsuccessful, CBTU shall cancel the price registration agreement and take the appropriate measures to obtain more advantageous contracting terms.

7.1.4. If the registered price is reduced, CBTU shall notify the entities that have entered into contracts arising from this AGREEMENT so they may assess the convenience and timing of undertaking negotiations with a view to amending their contracts, subject to applicable legislation.

7.2. If the market price becomes higher than the registered price and the supplier is unable to fulfil the obligations established in this AGREEMENT, the supplier may request that CBTU amend the registered price, upon evidence of a subsequent event allegedly preventing it from fulfilling its commitment.

7.2.1. In this case, the supplier shall submit, together with the amendment request, supporting documents or a cost spreadsheet demonstrating that the registered price is unviable in relation to the conditions initially agreed.

7.2.2. If no evidence is provided of a subsequent event rendering the registered price unviable, CBTU shall reject the request and the supplier shall fulfil the obligations established in this AGREEMENT, failing which its registration shall be cancelled under item 9.1, without prejudice to the sanctions provided for in Law No. 13,303 of 2016 and RILC-CBTU.

7.2.3. If the supplier's registration is cancelled under the preceding subitem, CBTU shall invite suppliers on the reserve list, in ranking order, to ascertain whether they agree to maintain their registered prices.

7.2.4. If negotiations are unsuccessful, CBTU shall cancel this AGREEMENT under item 9.4 and take the appropriate measures to obtain the most advantageous contracting terms.

7.3. If an increase in the market price rendering the registered price unviable is demonstrated, as provided in items 7.2 and 7.2.1, CBTU shall update the registered price in line with prevailing market prices.

7.4. CBTU shall notify entities that have entered into contracts arising from the price registration agreement of the effective change in the registered price, so they may assess the need to amend their contracts, subject to applicable legislation.

8. REALLOCATION OF REGISTERED QUANTITIES

8.1. The quantities provided for items with registered prices under this AGREEMENT may be reallocated by CBTU among the bodies and/or entities participating in it.

8.2. Reallocation is subject to the express acceptance of the participating body or entity whose originally registered quantity will be reduced.

9. CANCELLATION OF BIDDER REGISTRATION AND REGISTERED PRICES

9.1. CBTU shall cancel a supplier's registration when the supplier:

9.1.1. Fails to comply with the conditions of the price registration agreement without justified cause;

9.1.2. Fails to sign the contract or collect the contractual instrument within the time limit set by CBTU, without reasonable justification;

9.1.3. Refuses to maintain its registered price in the circumstances set forth in subitem 7.2.2 of this AGREEMENT; or

9.1.4. Is subject to the sanction provided for in Article 83, item III, of Law No. 13,303 of 2016;

9.1.5. Is subject to the sanction imposed by the Federal Government under Article 156, item IV, of Law No. 14,133 of 2021.

9.2. In the circumstances of subitems 9.1.4 and 9.1.5, if the penalty imposed on the supplier does not extend beyond the term of this AGREEMENT, CBTU may, by reasoned decision, maintain the price registration; contracts arising from the agreement shall be prohibited while the sanction remains in effect.

9.3. Cancellation of registration in the circumstances set forth in item 9.1 shall be formalized by an order of CBTU's President, ensuring the rights to adversarial proceedings and a full defence.

9.4. If the supplier's registration is cancelled, CBTU may invite bidders on the reserve list, observing their ranking.

9.5. CBTU may cancel registered prices in whole or in part in the following circumstances, provided they are duly evidenced and justified:

9.5.1. For reasons of public interest;

9.5.2. At the supplier's request, owing to a fortuitous event or force majeure; or

9.5.3. If negotiations are unsuccessful when the market price becomes higher or lower than the registered price, pursuant to Article 191 of RILC-CBTU.

10. ADMINISTRATIVE SANCTIONS

10.1. Failure to comply with the conditions established in this AGREEMENT shall give rise to the administrative sanctions established in Tender Notice PE SRP No. XX/2026/GALIC/CBTU-AC.

10.1.1. The sanctions also apply to reserve-list members that, when invited, unjustifiably fail to honour their commitment after signing the AGREEMENT.

10.2. Administrative proceedings must be instituted to investigate and, where appropriate, impose administrative sanctions.

10.3. The participating body or entity shall notify CBTU of any occurrence listed in item 9.1, given the need to institute proceedings to cancel the supplier's registration.

11. GENERAL PROVISIONS

11.1. The general conditions for performance of the subject matter, including delivery and acceptance deadlines, obligations of CBTU and the registered supplier, penalties and other terms of the arrangement, are set forth in Tender Notice PE SRP No. XX/2026/GALIC/CBTU-AC and/or the Terms of Reference attached to that Notice.

11.2. By accepting the terms of this AGREEMENT, the supplier unequivocally agrees and consents to the processing of its personal data for the purposes of this instrument, pursuant to Article 7, items I, V and VI, of Law No. 13,709 of August 14, 2018 - the General Personal Data Protection Law.

11.3. Registered suppliers are advised to access and read the Internal Regulations on Tendering, Direct Procurement, Contracts and Cooperation Agreements of Companhia Brasileira de Trens Urbanos - RILC-CBTU, the internal rules governing procurement and contracting conducted by the Company pursuant to Article 40 of Law No. 13,303 of 2016, accessible via the link provided in the preamble to this AGREEMENT.

11.4. This Agreement shall be signed electronically. The electronically signed copy constitutes an original document and demonstrates that the parties express, on this date, their unequivocal intention to enter into this instrument on the terms set out herein.

The parties, being in full agreement, execute this instrument exclusively by electronic means, and a copy shall be sent to the other participants.

Brasília, [on the date of the last electronic signature of the legal representatives].

COMPANHIA BRASILEIRA DE TRENS URBANOS - CBTU

José Marques de Lima - President

Adriana Fonseca Lins - Technical Director

REGISTERED SUPPLIER

(representative - position)

ANNEX

RESERVE LIST

The following suppliers, listed in ranking order, have agreed to quote the items at prices equal to those of the successful bidder:

Supplier (legal name, CNPJ/MF, address, contact details, representative)								
Item	Description	Specification	Brand/Model (if required in Notice/TR)	Unit of measure	Registered quantity	Unit price	Total amount	XXXX