CBTU
Companhia Brasileira de Trens Urbanos
Administração Central

ENGLISH TRANSLATION

DRAFT CONTRACT FOR THE ACQUISITION OF TR-57 RAILS

CONTRACT No. XXX-202X/DT

CBTU — COMPANHIA BRASILEIRA DE TRENS URBANOS

&

xxxxxxxx

CONTRACT No. _____/2018.

TENDER — ELECTRONIC REVERSE AUCTION No. _____/2018.

CONTRACTING PARTY: COMPANHIA BRASILEIRA DE TRENS URBANOS — CBTU

CONTRACTOR: xxxxxxxxxxxxxxxxxxxxxx

CONTRACTUAL CLAUSES — CONTENTS

CLAUSE ONE — SUBJECT MATTER

CLAUSE TWO — CONTRACT TERM

CLAUSE THREE — COMMENCEMENT OF SUPPLY

CLAUSE FOUR — FORM OF ACCEPTANCE

CLAUSE FIVE — ACCEPTANCE OF THE CONTRACTUAL OBJECT

CLAUSE SIX — CONTRACT VALUE

CLAUSE SEVEN — METHOD OF PAYMENT

CLAUSE EIGHT — BUDGET APPROPRIATION

CLAUSE NINE — PRICE ADJUSTMENT

CLAUSE TEN — PERFORMANCE SECURITY AND PRODUCT MANUFACTURING WARRANTY

CLAUSE ELEVEN — CONTRACTOR'S OBLIGATIONS

CLAUSE TWELVE — CBTU'S OBLIGATIONS

CLAUSE THIRTEEN — TAXES

CLAUSE FOURTEEN — EXEMPTION FROM LIABILITY

CLAUSE FIFTEEN — CONTRACT MANAGEMENT AND OVERSIGHT

CLAUSE SIXTEEN — SUBCONTRACTING

CLAUSE SEVENTEEN — CONFIDENTIALITY

CLAUSE EIGHTEEN — ASSIGNMENT OF THE CONTRACT

CLAUSE NINETEEN — CONTRACT AMENDMENTS

CLAUSE TWENTY — ADMINISTRATIVE SANCTIONS

CLAUSE TWENTY-ONE — TERMINATION AND RESCISSION

CLAUSE TWENTY-TWO — ADMINISTRATIVE APPEAL

CLAUSE TWENTY-THREE — COMMUNICATION BETWEEN THE PARTIES

CLAUSE TWENTY-FOUR — ANNEXES

CLAUSE TWENTY-FIVE — MATTERS NOT PROVIDED FOR

CLAUSE TWENTY-SIX — DATA PROTECTION

CLAUSE TWENTY-SEVEN — PROPERTY AND COPYRIGHT RIGHTS

CLAUSE TWENTY-EIGHT — RISK AND RESPONSIBILITY MATRIX

CLAUSE TWENTY-NINE — ENVIRONMENTAL SUSTAINABILITY

CLAUSE THIRTY — PUBLICATION

CLAUSE THIRTY-ONE — GENERAL PROVISIONS

CLAUSE THIRTY-TWO — JURISDICTION

Agreement for the Acquisition of TR-57 Rails entered into by, on the one hand, COMPANHIA BRASILEIRA DE TRENS URBANOS — CBTU and, on the other, ..., as follows:

PREAMBLE

COMPANHIA BRASILEIRA DE TRENS URBANOS — CBTU, registered with the CNPJ-ME under No. 42.357.483/0001-26, with its registered office at Setor Bancário Norte — SBN, Quadra 01, Bloco B, No. 14, Edifício CNC, 9th to 13th floors, Asa Norte, Brasília — DF, ZIP Code 70.041-902, herein represented by its Chief Executive Officer, Mr. ....., holder of identity card No. ....., issued by ....., registered with CPF/ME under No. ....., and by its Technical Director, Mr./Ms. ....., holder of identity card No. ....., issued by ....., registered with CPF/ME under No. ....., hereinafter referred to as the **CONTRACTING PARTY**, and the company ....., registered with the CNPJ-ME under No. ....., with its registered office at ....., herein represented by its ....., holder of identity card No. ....., issued by SSP/SP, registered with CPF/ME under No. ....., and by its ....., holder of identity card No. ....., issued by ....., registered with CPF/ME under No. ....., hereinafter referred to as the **CONTRACTOR**, hereby enter into this Contract as a result of Electronic Reverse Auction under the Price Registration System (SRP) No. ...../2026/GALIC/AC/CBTU, Administrative Proceeding PROT No. 2245/2026, in compliance with Law No. 13,303 of June 30, 2016; Decree No. 8,945 of December 27, 2016; Law No. 10,520 of July 17, 2002; Decree No. 10,024 of September 20, 2019; Complementary Law No. 123 of December 14, 2006; Decree No. 8,538 of October 6, 2015; SEGES/ME Normative Instruction No. 65/2021 and subsequent amendments; CBTU's Internal Regulations on Procurement and Contracts (RILC/CBTU); and the principles of private law, as well as in accordance with constitutional principles, principles of Public Administration, provisions issued by the Brazilian Federal Court of Accounts (Tribunal de Contas da União), and the following terms and conditions:

1. CLAUSE ONE — SUBJECT MATTER

1.1. The purpose of this Contract is the registration of prices for the potential future acquisition of **741.82 metric tons of TR-57 rails** for STU-REC, consisting of new 12-meter-long rails with a nominal mass of 57 kg/m, manufactured and tested in accordance with **ABNT NBR 7590:2012**, pursuant to the specifications contained in the Terms of Reference, which form an integral part of this instrument — Annex I.

1.2. The proposal submitted by the CONTRACTOR — Annex II — as well as the tender notice for Electronic Reverse Auction SRP No. ...../2026/GALIC/P, Price Registration Minutes No. ..../2026/GALIC/P, and CBTU's Internal Regulations on Procurement, Direct Contracting, Contracts and Agreements (RILC/CBTU), available at https://www.cbtu.gov.br/images/licitacoes/rilc_cbtu_2020.pdf, are also incorporated into this Contract, regardless of transcription.

1.3. In the event of any discrepancy or contradiction between the provisions of the documents mentioned above and those of this Contract, the rules set forth in the tender notice shall prevail.

1.4. The performance arrangement shall be supply based on unit prices.

2. CLAUSE TWO — CONTRACT TERM

2.1. The Contract shall remain in force for 09 (nine) months from the date of its signature.

2.1.1. The period for performance of the services shall be 180 (one hundred and eighty) days from issuance of the first Execution Order (Ordem de Execução — OEX).

2.2. This Contract may be extended by mutual agreement of the parties, pursuant to Art. 71 of Law No. 13,303/2016 and Art. 233 of the RILC/CBTU, for up to 05 (five) years, by execution of an Amendment.

2.2.1. Maintenance of the same structure of the Contract's original price composition;

2.2.2. Submission of a reasoned technical opinion by the contract manager and inspector, with approval by the Director to whom the requesting department reports.

2.2.3. The CONTRACTOR expressly agrees to the extension.

2.3. The CONTRACTOR shall have no subjective right to an extension of the Contract.

2.4. Throughout performance of this Contract, the CONTRACTOR undertakes to fully observe the provisions of the Code of Ethics, the Code of Conduct and Integrity, and the Related-Party Transactions Policy, all issued by Companhia Brasileira de Trens Urbanos — CBTU.

2.5. To comply with the aforementioned rule, the documents mentioned above are available at the following electronic addresses; the CONTRACTOR may also formally request copies from the manager of this Contract:

2.5.1. Code of Ethics: https://www.cbtu.gov.br/images/home/acbtu/codigodeeticacbtu190918.pdf;

2.5.2. Code of Conduct and Integrity: https://www.cbtu.gov.br/images/gagov/codigo_de_conduta_e_integridade.pdf; and

2.5.3. Related-Party Transactions Policy: https://www.cbtu.gov.br/images/gagov/politica_de_transacoes_com_partes_relacionadas.pdf.

3. CLAUSE THREE — COMMENCEMENT OF SUPPLY AND PERFORMANCE PERIOD

3.1. The commencement period for supply shall begin upon issuance by CBTU of the first Execution Order (OEX) and its acceptance by the CONTRACTOR.

3.1.1. The performance period shall be 180 (one hundred and eighty) days after acceptance of the first Execution Order issued by CBTU.

3.2. One Execution Order (OEX) shall be issued for each fiscal year.

3.3. The period established in item 3.1 of Clause Three may be suspended by agreement between the parties, provided there is an imperative and extraordinary reason, duly justified and substantiated, resulting in suspension of contractual performance for as long as the relevant circumstances persist.

3.3.1. Suspension of the Contract shall also be permitted on duly substantiated grounds of force majeure.

3.4. In addition to the circumstances provided for above, this Contract may be suspended in the event of unavailability of commitment or financial limits resulting from a contingency restriction on the Federal Government's fiscal budget.

3.4.1. In such case, CBTU shall formally notify the CONTRACTOR of the suspension at least 30 (thirty) days in advance.

3.5. The suspension shall be formalized by an Amendment, which shall establish, whenever possible, an estimated date for resumption of performance; preparation of a performance schedule is recommended.

3.6. In such cases, CBTU shall grant an extension of the Contract equal to the period of suspension.

4. CLAUSE FOUR — METHOD OF SUPPLY

4.1. The contractual object shall be supplied in accordance with the specifications and details contained in the Terms of Reference, ANNEX I to this Contract.

4.2. In carrying out the supply, the CONTRACTOR undertakes to comply with the standards and specifications in force, observing the most advanced technical procedures.

4.3. CBTU reserves the right to establish supplementary rules and instructions aimed at ensuring the best method of supply.

5. CLAUSE FIVE — ACCEPTANCE OF THE CONTRACTUAL OBJECT

5.1. Acceptance of the contractual object by CBTU shall take place as follows:

5.1.1. The CONTRACTING PARTY shall definitively accept the object within a maximum period of .... (..) days from delivery at the location specified in the Terms of Reference, after verification of compliance with the specifications herein, with the CONTRACTING PARTY's designated inspector certifying the corresponding invoice.

5.1.2. If the object does not conform to the specifications or other conditions in the Terms of Reference, CBTU shall notify the supplier to correct the inconsistencies at no additional cost to the CONTRACTING PARTY.

5.1.3. Repair of any damage or deterioration arising from unsuitable procedures adopted, or any other matter related to loading, transportation, or unloading of the object and its components, shall be the exclusive responsibility of the CONTRACTOR;

5.1.4. The maximum period for resolving any inconsistency arising from the service rendered by the CONTRACTOR shall be 30 (thirty) business days from official notification by the CONTRACTING PARTY;

5.1.5. The CONTRACTOR shall be responsible for arranging, handling, dispatching, and transporting the object and its components, in perfect operating condition, from its own or its sub-suppliers' premises to the place of delivery specified by the CONTRACTING PARTY.

5.2. Unloading of the product shall be the supplier's responsibility, and the required workforce shall be provided.

5.3. In cases where provisional acceptance is waived under Art. 226 of the RILC/CBTU, definitive acceptance shall be performed by the contract manager once it has been verified that the contractual object complies with the requirements of the Contract, the Terms of Reference, and the proposal submitted by the CONTRACTOR.

5.3.1. In this case, acceptance shall be documented by a receipt.

5.4. The object shall not be accepted if supplied in noncompliance with the Contract, the Terms of Reference and/or the proposal submitted by the CONTRACTOR, which shall then be subject to the penalties provided for in this Contract and the RILC/CBTU.

5.5. Definitive acceptance does not exclude civil liability, particularly with respect to the solidity and safety of the service, or professional ethical liability for proper performance within the limits established by the Brazilian Civil Code and this Contract.

5.6. In duly justified cases, the periods for provisional and definitive acceptance may be extended with authorization from the competent authority, formalized by an Amendment executed before expiry of the Contract term.

5.7. As provided for in Arts. 12 to 17 of Law No. 8,078/90 (Consumer Protection Code — CDC), the CONTRACTING PARTY's acceptance/approval of the product(s) does not exclude the supplier's civil liability for defects in the quantity or quality of the product(s), or discrepancies with the established specifications discovered later, preserving CBTU's rights under Art. 18 of the same law.

6. CLAUSE SIX — CONTRACT VALUE

6.1. For the acquisition under this Contract, CBTU shall pay the CONTRACTOR a total amount of R$ ..... (.....).

6.2. The total amount indicated above includes all direct and indirect expenses necessary for full acquisition of the contractual object, as well as costs related to administrative support, offices, statutory social-security and labor charges, insurance, fees, licenses, and taxes of any nature, including CIF freight, taxes (IPI, ICMS, and the rate differential), costs of the certification company, loading, unloading, and stacking, which are or may become levied on the Contract or its subject matter and are essential for full performance of the acquisition.

7. CLAUSE SEVEN — METHOD OF PAYMENT

7.1. Payment shall be made no later than the 30th (thirtieth) day following submission and acceptance of the billing documents, which shall be sent to CBTU's filing office, whose address shall be provided by the contract management/inspection team, provided they have been duly certified by the Contract Manager and Inspector.

7.2. Billing documents sent to CBTU by the CONTRACTOR must be forwarded through the PROPAG form — Process for Approval and Payment of Billing Documents.

7.3. The CONTRACTOR shall submit the following documents, failing which payment shall not be made:

7.3.1. Tax invoice/invoice duly certified by the contract management/inspection team;

7.3.2. Proof of good standing with the Federal Tax Authorities, as prescribed by law; and

7.3.3. Proof of good standing with the Social Security System in relation to INSS and the Severance Indemnity Fund (FGTS), as prescribed by law.

7.4. For contracts providing for payments by stages, the CONTRACTOR may submit billing documents to CBTU as soon as the inspection/management team certifies completion of the applicable contractual stages.

7.5. If any irregularity is found in the billing documents issued, CBTU shall notify the CONTRACTOR in writing to make the necessary corrections. If the problem is identified within the first 5 (five) business days following delivery of the invoice by the CONTRACTOR, the payment period shall start anew after the corrected documents are delivered. If CBTU identifies an error after the 5th (fifth) business day following delivery of the documents, the payment period shall be suspended and shall resume upon receipt of the corrected documents at CBTU's filing office.

7.5.1. In the above case, the corrected documents may be delivered directly to the contract management/inspection team, provided the date of receipt can be effectively demonstrated.

7.6. Applicable tax and social-security charges shall be deducted/withheld from the amount of invoices to be paid, in accordance with the relevant legislation and internal rules.

7.7. In the event of delays in payment of contractual obligations, simple default interest of 6% (six percent) per year, equivalent to 0.5% (five-tenths of one percent) per month, calculated pro rata die, shall accrue on the amounts due from the obligation's due date until actual payment of the principal obligation.

7.8. Monetary adjustment for any delays in payment of contractual obligations shall be calculated based on the variation in the IPCA — Broad National Consumer Price Index, pro rata die, from the due date until actual payment of the principal obligation.

7.9. If any irregularity is found in the documentation, the date of receipt by CBTU of the duly regularized documents shall be considered for the purposes of items 7.7 and 7.8.

8. CLAUSE EIGHT — BUDGET APPROPRIATION

8.1. Expenses arising from this Contract have been programmed under the relevant budget appropriation for fiscal year 2026, with the following classification:

(a) Work Program: .....

(b) Expenditure Item: .....

(c) Internal Plan: .....

(d) Economic Category: .....

(e) Commitment Note: ....., date .....

8.2. Expenditures for subsequent fiscal years, where applicable, shall be charged to the budget appropriation intended for such purpose, to be allocated to CBTU under the Annual Budget Law.

9. CLAUSE NINE — PRICE ADJUSTMENT

9.1. Prices shall be fixed and not subject to adjustment for one year from the deadline for submission of the final awarded proposal.

9.2. During the Contract term and upon request by the CONTRACTOR, the contract prices may be adjusted after a one-year interval, using the Broad Producer Price Index — Basic Metallurgical Manufacturing Industry, Code 1477288, solely for obligations commenced and completed after the relevant annual anniversary, according to the following formula:

$$R = P_0 \times [(I - I_0) / I_0]$$

Where:

R = amount of the requested price adjustment;

P_0 = amount of the progress measurement to be adjusted;

I = Broad Producer Price Index — Basic Metallurgical Manufacturing Industry, Code 1477288, at the time of adjustment;

I_0 = Broad Producer Price Index — Basic Metallurgical Manufacturing Industry, Code 1477288, for the month in which the final awarded proposal was submitted;

Base date: deadline for submission of the final awarded proposal or date of the last adjustment.

9.2.1. For adjustments subsequent to the first, the minimum one-year interval shall be calculated from the date when the previous adjustment took financial effect.

9.2.2. Invoices corresponding to the price adjustment must be issued and processed separately from the principal invoice so that payment of the latter is not affected in the event of questions concerning the adjustment.

9.2.3. If the CONTRACTOR fails to request the adjustment in due time, within the period established above, the right to an adjustment shall lapse.

8.2.4. If, on the date of extension of the Contract, the adjustment index specified in item 9.2 has not yet been published, or CBTU or the CONTRACTOR has not yet been able to perform the required calculations, the extension amendment shall include a provision preserving the future right to price renegotiation, to be exercised as soon as the adjusted amounts are available, failing which such right shall lapse.

9.3. Where delivery of the contractual object is scheduled and such delivery is delayed or brought forward due to the CONTRACTOR's responsibility or initiative, the adjustment shall follow these conditions:

9.3.1. In the event of a delay, without prejudice to the applicable contractual penalties for default:

9.3.1.1. If prices have increased, the indices in effect on the date on which the obligation should have been performed shall prevail;

9.3.1.2. If prices have decreased, the indices in effect on the date of actual performance shall prevail;

9.3.2. In the event of early performance, the indices in effect on the date of actual performance shall prevail.

9.4. Where the delay is attributable to CBTU, the indices in effect during the delay shall prevail if prices have increased, while the indices corresponding to the beginning of the relevant period shall apply if prices have decreased.

9.5. CBTU shall ensure the economic and financial balance of the Contract in order to maintain the effective conditions of the proposal, as provided for in Art. 37, item XXI, of the Federal Constitution.

10. CLAUSE TEN — PERFORMANCE SECURITY AND PRODUCT MANUFACTURING WARRANTY

10.1. The CONTRACTOR shall provide security equivalent to 5% (five percent) of the total Contract value and may, pursuant to paragraph 1 of Art. 70 of Law No. 13,303/2016, choose one of the following forms:

10.1.1. Cash deposit: this must be deposited with Caixa Econômica Federal (CEF), in a specific interest-adjusted account in favor of CBTU, as instructed by the contract management team;

10.1.2. Surety insurance: the insurance policy must be issued by an institution authorized by the Brazilian Private Insurance Superintendence (SUSEP) to operate in the insurance market;

10.1.3. Bank guarantee: the letter of guarantee must be issued by a financial institution authorized by the Central Bank of Brazil (BACEN) to operate in Brazil.

10.2. The CONTRACTOR shall submit to CBTU proof of provision of the security within a maximum of 10 (ten) business days from the date on which the signed copy of the Contract is filed as delivered.

10.2.1. Before expiry of the above period, the CONTRACTOR may request in writing, with due justification, a one-time extension of the deadline for submission of the security for an equal period. Approval shall be at CBTU's discretion, subject to consent from the contract management team.

10.3. Whatever form is chosen, the security shall cover payment of:

10.3.1. Losses arising from failure to perform the subject matter of the Contract and/or default on the other obligations established therein;

10.3.2. Losses caused to the administration by fault or willful misconduct during performance of the Contract;

10.3.3. Punitive fines imposed by CBTU on the CONTRACTOR; and

10.3.4. Labor and social-security obligations of any nature not fulfilled by the CONTRACTOR.

10.4. Surety insurance policies shall not be accepted unless their terms expressly cover the events specified in subitems 10.3.1 through 10.3.4 above.

10.5. Where the security is provided by surety insurance or bank guarantee, it shall remain valid for at least 90 (ninety) days beyond the expiration of the Contract term. The instrument shall then be returned to the CONTRACTOR after verification that all contractual obligations have been fulfilled and the Contract Closure Certificate has been issued.

10.6. Where security is provided by surety insurance, the CONTRACTOR shall prove that the premium has been paid in full.

10.6.1. The insurance policy must expressly provide for the insurer's liability for any and all punitive fines imposed on the CONTRACTOR.

10.7. CBTU shall provide a model Letter of Bank Guarantee containing an express waiver by the guarantor of the right to require prior recourse against the principal debtor under Art. 827, pursuant to Art. 828(I), both of the Brazilian Civil Code.

10.7.1. The rules set out in Arts. 835 to 839 of the Brazilian Civil Code shall also apply to security provided by bank guarantee.

10.8. Failure to comply with the deadline for submission of the security established in item 10.2 of this Clause shall entail a fine of 0.2% (two-tenths of one percent) of the total Contract value per day of delay, up to a maximum of 5% (five percent).

10.9. A delay exceeding 30 (thirty) days shall entitle CBTU to rescind the Contract for failure to comply, or irregular compliance, with its clauses, pursuant to Art. 68(VII) of Law No. 13,303/2016 and Arts. 239 and 240(I) of the RILC/CBTU.

10.10. In the event of a change in the Contract value, extension of its term, full or partial use of the security by CBTU, or other situations resulting in loss or insufficiency of the security, the CONTRACTOR shall supplement or replace the security within the period determined by CBTU, subject to the original security-acceptance conditions established in this Clause.

10.11. The guarantor shall expressly declare full knowledge of the tender notice and contractual clauses.

10.12. The security shall be deemed extinguished:

10.12.1. Upon return of the insurance policy or letter of guarantee, or authorization to withdraw the amount deposited as security, accompanied by a declaration from CBTU;

10.12.2. Ninety (90) days after expiration of the Contract term, provided CBTU has not reported the occurrence of any claims.

10.12.3. In both cases above, CBTU shall issue a Closure Certificate stating that the CONTRACTOR has complied with all contractual clauses.

10.12.4. Extinguishment of security provided by surety insurance shall comply with SUSEP regulations.

10.13. CBTU shall not call upon the security where one or more of the following circumstances occurs:

10.13.1. Acts of God or force majeure;

10.13.2. Amendments made without prior knowledge of the insurer or guarantor;

10.13.3. Noncompliance with obligations by the CONTRACTOR arising from acts or events attributable to CBTU;

10.13.4. Intentional unlawful acts committed by CBTU employees.

10.14. CBTU itself shall assess exemptions from liability under subitems 10.13.3 and 10.13.4 of this Clause; the guaranteeing entity shall not be a party to the proceedings instituted by CBTU.

10.15. Securities containing exclusions from liability other than those established in item 10.13 of this Clause shall not be accepted.

10.16. CBTU shall enforce the security in accordance with the legislation governing the matter.

10.16.1. The issuer of the security offered by the CONTRACTOR shall be notified by CBTU of the commencement of administrative proceedings to investigate breaches of contractual clauses.

10.16.2. In the case of surety insurance, where the insured event occurs during the policy term, its characterization and notification may take place after that term without constituting grounds for denial of the claim, provided the limitation periods applicable to the insurance contract are respected, under Art. 20 of SUSEP Circular No. 662 of April 11, 2022.

10.17. The security shall be released or refunded only after faithful performance of the Contract or after its termination due exclusively to CBTU's fault; any cash deposit shall be monetarily adjusted.

10.18. CBTU shall check for any outstanding contractual matters before expiry of the insurance policy.

10.19. The guarantor shall not be a party to administrative proceedings instituted by CBTU to assess losses and/or impose sanctions on the CONTRACTOR.

10.20. PRODUCT MANUFACTURING WARRANTY

10.20.1. The CONTRACTOR shall maintain a warranty against manufacturing defects in the rails for a minimum of 5 (five) years from delivery of the first batch to the CONTRACTING PARTY, without prejudice to any longer periods offered in the proposal or provided by the manufacturer.

11. CLAUSE ELEVEN — CONTRACTOR'S OBLIGATIONS

11.1. In addition to the obligations established in the other contractual clauses, the tender notice, the Terms of Reference, and the proposal, all of which form integral parts of this Contract regardless of transcription, the CONTRACTOR shall comply with the following obligations:

11.1.1. Maintain, throughout the Contract term, all qualification and eligibility conditions required at the time of contracting and provide evidence thereof whenever requested by CBTU;

11.1.2. Report any penalty imposed on it that results in disqualification from bidding or contracting with CBTU under Law No. 13,303/2016;

11.1.3. Fulfill the contractual obligations assumed within the specified deadlines;

11.1.4. Observe CBTU's internal rules and procedures, including those concerning access to the Company's premises, to ensure proper performance of the Contract, and provide requested information and supporting documents evidencing proper fulfillment of contractual obligations.

11.1.5. Repair, correct, remove, rebuild, or replace, at its own expense, in whole or in part, any contractual object found to contain defects, flaws, or errors.

11.1.6. Fully bear the expenses of engaging the Certification Company previously approved by CBTU, as provided in item 6.1.11 of the Terms of Reference.

11.1.7. Handle, load, transport, and unload rails in bundles with metal identification plates, ensuring the physical and geometric integrity of the 12-meter-long rails.

11.1.8. Technically and administratively organize the services under its responsibility, and supervise, manage, and direct the activities of its employees and, where applicable, its authorized subcontractors, assuming full responsibility for all their acts and/or omissions concerning supply techniques and compliance with current standards and laws.

11.1.9. Be liable for all damage directly caused to CBTU or third parties during performance of this Contract; such liability shall not be excluded or reduced by CBTU's presence or by monitoring of performance by the contract inspection team.

11.1.10. Not infringe any copyright, patent, registration, or trademark ownership rights related to the subject matter of this Contract, and be responsible for any resulting losses, including attorneys' fees, court costs, and expenses arising from any administrative or judicial measure or proceeding brought against CBTU on such grounds.

11.1.11. Not permit any work by persons under sixteen years of age, except as apprentices if older than fourteen, in compliance with applicable legislation;

11.1.12. Not subject persons under eighteen years of age to night work or hazardous or unhealthy working conditions, or to activities included in the List of the Worst Forms of Child Labor approved by Decree No. 6,481 of June 12, 2008;

11.1.12. Receive and appropriately address complaints of discrimination, violence, and harassment in the workplace;

11.2. The CONTRACTOR is expressly prohibited from:

11.2.1. Publishing advertising about this Contract without CBTU's prior authorization;

11.2.2. Assigning or transferring this Contract, in whole or in part, to third parties without CBTU's prior express consent.

11.3. Throughout performance of this instrument, the CONTRACTOR shall fully observe the provisions of the Code of Ethics, Code of Conduct and Integrity, and Related-Party Transactions Policy, all issued by CBTU.

11.3.1. Subcontracting another company to perform the object of this Contract without CBTU's prior express consent.

11.3.2. Where services are subcontracted, the CONTRACTOR shall assume full responsibility as provided for in this Contract.

12. CLAUSE TWELVE — CBTU'S OBLIGATIONS

12.1. In addition to the obligations established in the other contractual clauses, the tender notice, the Terms of Reference, and the proposal, all incorporated into this Contract regardless of transcription, CBTU shall:

12.1.1. Provide all information, explanations, and documents required by the CONTRACTOR for proper performance of the Contract;

12.1.2. Accept the contractual object when it conforms to the specifications in this Contract and the Terms of Reference;

12.1.3. Make the payments due to the CONTRACTOR under the conditions established herein;

12.1.4. Provide appropriate conditions for equipment installation, where applicable;

12.1.5. Impose the applicable contractual and statutory penalties on the CONTRACTOR through administrative proceedings, ensuring adversarial proceedings and the right to full defense;

12.1.6. After expiry of the Contract term, issue a Mutual Release Certificate to be signed by the parties, provided there are no outstanding physical and/or financial matters under the Contract.

12.1.7. Also fulfill the responsibilities contained in the Terms of Reference, ANNEX I.

12.1.8. Appoint employees to manage and inspect the Contract.

12.2. CBTU shall make its Code of Ethics, Code of Conduct and Integrity, and Related-Party Transactions Policy available to the CONTRACTOR through the contract manager, in electronic and/or physical form.

13. CLAUSE THIRTEEN — TAXES

13.1. The CONTRACTOR shall be responsible for payment of any taxes existing on the date of signature of the Contract, whether relating to principal or ancillary obligations, and arising directly or indirectly from the legal transaction hereby established, as well as insurance and licenses required by the Public Authorities.

13.2. Default by the CONTRACTOR in respect of the charges referred to above shall not transfer responsibility for their payment to CBTU, nor may it increase the cost of the contractual object or restrict regularization.

13.3. If tax rates change or new taxes are introduced after the date on which the proposal was submitted and directly affect the prices of the contractual object, such prices may be changed provided the CONTRACTOR furnishes appropriate documentary evidence as soon as those changes are officially published.

13.4. The preceding item shall not apply if any of the above events arises from a delay attributable to the CONTRACTOR.

14. CLAUSE FOURTEEN — EXEMPTION FROM LIABILITY

14.1. The parties shall not be responsible for nonperformance resulting from acts of God or force majeure as provided for in Art. 393 of the Brazilian Civil Code.

14.2. A party whose obligation is prevented or delayed by any of the aforementioned facts or acts shall immediately notify the other party and substantiate the occurrence, explaining the reasons for delaying agreed performance.

14.3. Once the impediment ceases, items 3.3 and 3.6 of Clause Three shall apply, where appropriate.

15. CLAUSE FIFTEEN — CONTRACT MANAGEMENT AND OVERSIGHT

15.1. Each party shall appoint a manager and an inspector by exchange of correspondence within 10 (ten) days from signature of this Contract, and their decisions shall be sufficient for compliance with the obligations under the Contract's physical and financial schedules. Such documents shall be deemed an integral and supplementary part of this Contract.

15.2. CBTU shall be responsible for inspection and supervision of the Contract and, among its other duties, shall monitor contractual performance and its compliance with the contractual provisions, recording delays and occurrences during the performance of services that may give rise to sanctions.

15.2.1. Inspection activities shall comply with the rules established in this Contract, the tender notice, the Terms of Reference, and the CONTRACTOR's proposal, as well as applicable legislation and CBTU's specific internal regulations, particularly the RILC/CBTU or any regulation replacing it.

16. CLAUSE SIXTEEN — SUBCONTRACTING

16.1. Subject to CBTU's prior, formal, and express authorization, the CONTRACTOR may subcontract parts of the contractual object up to a limit of 25% (twenty-five percent).

16.2. Subcontracting the principal object (supply of TR-57 rails) is **PROHIBITED**. Only ancillary services (transport, loading, unloading, stacking, testing, and certification) may be subcontracted with CBTU's prior authorization, in accordance with item 3.1 of the Terms of Reference.

16.3. The subcontractor must comply, in relation to the subcontracted object, with the same eligibility requirements, particularly those relating to technical qualifications, imposed on the CONTRACTOR in the tender procedure.

16.4. Subcontracting without the CBTU authorization referred to in item 16.1 of this Clause, or in breach of Art. 78, paragraph 2, of Law No. 13,303/2016 and Art. 224, paragraph 2, of the RILC/CBTU, shall constitute a breach of contract and subject the CONTRACTOR to the sanctions established herein.

16.5. The CONTRACTOR shall be responsible for any acts and/or omissions of its subcontractor arising from performance of the subject matter of this Contract.

17. CLAUSE SEVENTEEN — CONFIDENTIALITY

17.1. The CONTRACTOR undertakes to maintain confidentiality regarding any data, materials, documents, and information of a confidential nature to which it gains access as a result of performance of this Contract. It shall be responsible for instructing its employees about this Clause and, in case of breach, shall be liable under Law No. 12,527 of November 18, 2011 and other applicable rules.

17.2. The CONTRACTOR undertakes, on its own behalf and on behalf of its employees, representatives, and/or collaborators, to maintain the confidentiality of any information obtained under this Contract. The CONTRACTOR acknowledges that both this Contract and all documents, data, and information arising from it constitute reserved confidential data and materials, which may only be disclosed to third parties with the CONTRACTING PARTY's prior written consent or as required by law. The confidentiality obligation shall remain in force throughout the Contract term and for 5 (five) years after its termination. The CONTRACTOR also assumes full responsibility for any breach of confidentiality by its employees, representatives, and/or collaborators.

17.3. The CONTRACTOR undertakes to expressly inform its employees, representatives, contractors, and/or associated third parties of the confidential nature of the information, taking all necessary measures to ensure disclosure only to those among them who need access for the purposes of this Contract.

17.4. Any failure to comply with the confidentiality provisions of this instrument shall subject the CONTRACTOR, as well as the person causing or facilitating the breach through an act or omission by any person associated with this Contract, to payment or compensation for all losses and damages, the corresponding civil and criminal liability, and a contractual fine of up to 10% (ten percent) of the initial Contract value.

18. CLAUSE EIGHTEEN — ASSIGNMENT OF THE CONTRACT

18.1. The CONTRACTOR shall not transfer or assign, under any circumstances, the rights and obligations assumed under this Contract, nor pledge or use it for any financial transaction.

19. CLAUSE NINETEEN — CONTRACT AMENDMENTS

19.1. Any contractual amendments shall be governed by Art. 81 of Law No. 13,303/2016.

19.1.1. Contract amendments shall be formalized by an Amendment.

19.2. Execution of contract amendments shall be preceded by agreement between the parties and shall comply with Arts. 232 and 234 of the RILC/CBTU.

19.3. No increase may exceed 25% (twenty-five percent) of the updated initial Contract value; reductions above that limit shall be permitted, provided, in both cases, that the parties have reached prior agreement.

20. CLAUSE TWENTY — ADMINISTRATIVE SANCTIONS

20.1. Circumstances giving rise to sanctions against the CONTRACTOR are unjustified delay in performance of this Contract (default) and/or total or partial nonperformance.

20.2. Unjustified delay in performance of this Contract shall subject the CONTRACTOR to a late-performance fine under Art. 82 of Law No. 13,303/2016.

20.2.1. The late-performance fine shall be 0.5% (five-tenths of one percent) per day of unjustified delay, calculated on the unperformed portion, up to a limit of 10% (ten percent).

20.2.2. The fine referred to in this item shall not prevent CBTU from rescinding the Contract and/or applying the other sanctions provided herein.

20.3. Total or partial nonperformance of this Contract shall subject the CONTRACTOR to the following sanctions, provided the proper administrative sanctioning procedure is observed and the rights to adversarial proceedings and full defense are ensured:

20.3.1. Warning;

20.3.2. Fine limited to 10% (ten percent) of the value of the remaining Contract balance, in the event of partial nonperformance;

20.3.3. Fine limited to 30% (thirty percent) of the Contract value, in the event of total nonperformance; and

20.3.4. Temporary suspension from participation in tenders and prohibition from contracting with CBTU as a whole, including the Central Administration and Urban Train Superintendencies, for a period not exceeding 2 (two) years.

20.4. Any fine imposed shall be set off against any receivables due to the CONTRACTOR arising from performance of this Contract, subject to Arts. 368 et seq. of the 2002 Civil Code.

20.5. If the rule established above cannot be applied, the fine shall be enforced in the following order:

20.5.1. Through administrative collection, by the contract manager sending a Federal Collection Form (Guia de Recolhimento da União — GRU) to the CONTRACTOR for payment within the period determined by the competent authority;

20.5.2. By deduction from the performance security, if provided;

20.5.3. By deductions from any payments due by CBTU, if the fine exceeds the amount of security provided, without prejudice to forfeiture of that security; or

20.5.4. Through enforcement proceedings, this Contract constituting an extrajudicial enforceable instrument pursuant to Art. 784(III) of the new Code of Civil Procedure.

20.6. Temporary suspension from participation in tenders and prohibition from contracting with CBTU may be applied to the CONTRACTOR in the circumstances set forth in Art. 245 of the RILC/CBTU.

20.7. The sanctions established in this Clause may also be applied to companies or professionals who, in connection with this Contract:

20.7.1. Have been finally convicted of intentionally committing tax fraud in the payment of any taxes;

20.7.2. Have committed unlawful acts intended to frustrate the objectives of the tender; or

20.7.3. Have demonstrated a lack of integrity to contract with CBTU because of unlawful acts committed.

20.8. Administrative sanctioning proceedings shall comply with Arts. 247 and 248 of the RILC/CBTU.

20.9. The criminal-law rules set out in Chapter II-B of Title XI of the Special Part of Decree-Law No. 2,848 of December 7, 1940 (Criminal Code) shall apply to this Contract.

21. CLAUSE TWENTY-ONE — TERMINATION AND RESCISSION

21.1. This Contract shall terminate:

21.1.1. Upon full performance of its subject matter or the occurrence of a term or condition provided for herein;

21.1.2. Upon expiry of its term;

21.1.3. Upon its rescission.

22.1.4. The Contract may be terminated before its stated expiry date, at no cost to CBTU, if CBTU does not have sufficient budget appropriations to continue it or considers that the Contract no longer offers it any advantage.

21.2. This Contract may be rescinded:

21.2.1. By a unilateral act of either party, preceded by written, reasoned notice from the interested party sent to the other party at least 30 (thirty) days in advance;

21.2.2. Amicably, by agreement between the parties recorded in a termination agreement, provided this is advantageous to CBTU;

21.2.3. By judicial proceedings, in accordance with the legislation governing the matter.

21.3. The grounds for rescission of this Contract shall include the circumstances provided for in Arts. 240 and 241 of the RILC/CBTU.

21.4. Where this Contract is rescinded without fault on the part of the other contracting party, such party shall be reimbursed for losses incurred, provided they are duly substantiated.

21.5. Rescission of this Contract shall be duly published in the Federal Official Gazette (Diário Oficial da União).

22. CLAUSE TWENTY-TWO — ADMINISTRATIVE APPEAL

22.1. An appeal may be filed against penalties imposed under this Contract within 05 (five) business days from the date of service of notice or acknowledgment of the relevant act.

22.1.1. The appeal stage shall comply with Chapters III and IV of Title IV of the RILC/CBTU.

23. CLAUSE TWENTY-THREE — COMMUNICATION BETWEEN THE PARTIES

23.1. All notices and/or communications between the parties shall be made in writing and sent to the following addresses:

23.1.1. COMPANHIA BRASILEIRA DE TRENS URBANOS — CBTU;

23.1.1.1. Address: .....;

23.1.1.2. Email: .....

23.1.2. Company: .....

23.1.2.1. Address: .....

23.1.2.2. Email: .....

23.1.2.3. Telephone: (.....) .....

24. CLAUSE TWENTY-FOUR — ANNEXES

24.1. The following documents form an integral part of this Contract, regardless of transcription:

24.1.1. ANNEX I — Terms of Reference;

24.1.2. ANNEX II — Price Proposal.

25.1.3. Tender Notice for Electronic Reverse Auction SRP No. .....; and

25.1.4. Price Registration Minutes No. ...../2026/GALIC/P.

24.1.5. CBTU's Internal Regulations on Procurement, Direct Contracting, Contracts and Agreements — RILC/CBTU, available at https://www.cbtu.gov.br/images/licitacoes/rilc_cbtu_2020.pdf.

24.2. In the event of a discrepancy between this Contract and the documents referred to in this Clause, the provisions of the Tender Notice shall prevail.

25. CLAUSE TWENTY-FIVE — MATTERS NOT PROVIDED FOR

25.1. Any matters not provided for that may arise during performance of the contractual object or interpretation of the clauses of this Contract shall be decided by CBTU pursuant to Law No. 13,303/2016 and the RILC/CBTU, as well as the principles of private law.

26. CLAUSE TWENTY-SIX — DATA PROTECTION

26.1. The parties undertake to protect the fundamental rights to freedom and privacy, and the free development of the personality of natural persons, in relation to the processing of personal data, including by digital means, pursuant to the General Personal Data Protection Law — LGPD (Law No. 13,709 of August 14, 2018).

26.2. Personal data shall be processed in accordance with the legal bases provided for in Arts. 7, 11 and/or 14 of Law No. 13,709/2018 applicable to the services, and for legitimate, specific, explicit purposes communicated to the data subject.

26.3. The CONTRACTOR shall be bound by a duty to protect and maintain the confidentiality and secrecy of all information, personal data, and databases to which it has access, pursuant to the LGPD and its amendments and subsequent regulations, during performance of the subject matter described in the contractual instrument.

26.4. The CONTRACTOR shall not use any information, personal data, or database to which it has access for purposes other than performance of the services specified in the contractual instrument.

26.5. Where collection of personal data from data subjects on the basis of consent is necessary and indispensable to the provision of the service itself, such collection shall take place after CBTU's prior approval, with the CONTRACTOR responsible for obtaining and managing consent.

26.6. The CONTRACTOR shall implement technical and administrative measures capable of ensuring the security, protection, confidentiality, and secrecy of all information, personal data, and/or databases to which it has access, to prevent unauthorized access, incidents, accidental or unlawful leaks causing destruction, loss, alteration, disclosure, or any other form of inappropriate or unlawful processing, thereby reducing the risk to which the contractual object or CBTU is exposed.

26.7. The CONTRACTOR shall assume full responsibility for any pecuniary, nonpecuniary, individual, or collective damages caused by its failure to fulfill its legal obligations when processing data shared by CBTU, and the administrative sanctions established in the General Personal Data Protection Law — LGPD (Law No. 13,709 of August 14, 2018) shall apply.

27. CLAUSE TWENTY-SEVEN — PROPERTY AND COPYRIGHT RIGHTS

27.1. The economic and copyright rights in designs or specialized technical services developed by independent professionals or contracted companies as a result of performance of this Contract shall become the property of CBTU, without prejudice to preservation of the identification of their respective authors and the technical responsibilities assigned to them.

27.1.1. The CONTRACTOR is prohibited from commercializing the products generated from the services covered by the subject matter of this Contract.

28. CLAUSE TWENTY-EIGHT — RISK AND RESPONSIBILITY MATRIX

28.1. The RISK MATRIX is the contractual provision defining the risks and responsibilities allocated between CBTU and the CONTRACTOR and characterizing the economic and financial balance in the performance of the Contract in terms of the financial burdens resulting from events occurring after contracting.

28.2. The CONTRACTOR shall be fully and exclusively responsible for all risks and responsibilities related to the object of the agreement, in accordance with the non-exhaustive circumstances listed in the RISK MATRIX — Annex .. to the Terms of Reference.

28.3. The CONTRACTOR shall not be responsible for risks and responsibilities relating to the object of the agreement when these are allocated to the CONTRACTING PARTY, as established in the RISK MATRIX — Annex ... to the Terms of Reference.

28.4. The CONTRACTOR may request restoration of the economic and financial balance only under the circumstances excluded from its responsibilities as provided in the Risk Matrix, Annex .. to the Terms of Reference.

29. CLAUSE TWENTY-NINE — ENVIRONMENTAL SUSTAINABILITY

29.1. The CONTRACTOR shall comply, as applicable, with the environmental sustainability criteria established in Art. 22 of the RILC/CBTU.

29.2. The CONTRACTOR shall be administratively, civilly, and criminally liable for any environmental damage caused by its product and may also be held liable to CBTU for any losses caused to the Company.

29.3. The CONTRACTOR may request restoration of the economic and financial balance only under the circumstances excluded from its responsibilities as provided in the Risk Matrix, Annex .....

30. CLAUSE THIRTY — PUBLICATION

30.1. CBTU shall arrange for publication of an extract of this Contract in the Federal Official Gazette (Diário Oficial da União) no later than the last business day of the month following its execution.

301.1. Within the same deadline stipulated in the item, the full text of this Contract shall be made available on CBTU's website.

31. CLAUSE THIRTY-ONE — GENERAL PROVISIONS

31.1. The parties hereby agree that all documents and correspondence exchanged between them during the term of this Contract shall be fully valid and produce their due and lawful effects, provided they are duly signed and initialed by the companies' legal representatives, who must be legally vested with representative authority. Such documents shall not necessarily constitute amendments to this instrument, which may only be changed by an amendment, correction and ratification instrument, or annexes.

31.2. This Contract shall bind the parties and their successors under any title and shall constitute an extrajudicial enforceable instrument pursuant to Art. 784(III) of the Code of Civil Procedure.

31.3. All communications and notices relating to the Contract shall be made in writing and shall be deemed delivered once receipt by the addressee or its legal representative has been evidenced, regardless of the medium used, or when actually delivered to the addresses set forth in the preamble to this Contract.

31.4. In the performance of this Contract, CBTU and the CONTRACTOR, and/or their employees, representatives, and/or managers, are prohibited from:

(a) Directly or indirectly promising, offering, or granting an undue advantage to a public official or any other person, or to a third party related to such person;

(b) Fraudulently or irregularly creating a legal entity to enter into this Contract;

(c) Fraudulently obtaining an undue advantage or benefit from amendments or extensions to this Contract without authorization under law, the public tender notice, or the relevant contractual instruments;

(d) Manipulating or fraudulently altering the economic and financial balance of this Contract;

(e) In any way defrauding this Contract, or carrying out any acts or omissions constituting an unlawful or corrupt practice pursuant to Law No. 12,846/2013, as amended, Decree No. 11,129/2022, as amended, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any other applicable laws or regulations ("Anti-Corruption Laws"), even where unrelated to this Contract.

32. CLAUSE THIRTY-TWO — JURISDICTION

32.1. The contracting parties elect the courts of the Federal Judicial Section of the Federal District — Federal Justice, expressly waiving any other jurisdiction, however privileged, to settle any dispute arising from this Contract.

The Parties declare that they are aware of and expressly agree that this instrument may be signed by digital, electronic, or handwritten signature, or in a combination of these methods. In the latter case, two different forms of signature may be used at the Parties' discretion. The statements contained in this Contract, signed by any of the aforementioned means, including a combined method, shall be presumed true in relation to the contracting Parties, pursuant to Arts. 219 and 225 of Law No. 10,406/02 (Brazilian Civil Code), as well as Provisional Measure No. 2,200-2 of August 24, 2001, to the extent applicable.

Thus, being duly agreed, the Parties sign this instrument on their own behalf and on behalf of their heirs and/or successors, in the presence of the witnesses below.

Brasília, ___ of _____ 2026.

COMPANHIA BRASILEIRA DE TRENS URBANOS — CBTU

— Contracting Party —

_____ .....
— Chief Executive Officer —

_____ .....
— Technical Director —

— Contractor —

_____ .....
— Director —

_____ .....
— Director —

Witnesses:

1 — _____
CPF: _____

2 — _____
CPF: _____