



**REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
ANTONIO DARI ANTUNES ZHANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

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TRANSLATION No. 89805

BOOK No. 256

PAGE No. 001

I, the undersigned Sworn Translator and Commercial Interpreter, hereby CERTIFY this is the description and faithful translation of a DOCUMENT written in Portuguese, which I translate as follows:

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[COAT OF ARMS]

[LOGO OF COPEL]

COPEL LE NOTICE 001/2021

BIDDING IN THE SPECIAL MODALITY GOVERNED BY COMPLEMENTARY LAW NO. 182, OF JUNE 1, 2021

COMPANHIA PARANAENSE DE ENERGIA – COPEL (HOLDING), registered under CNPJ no. 76.483.817/0001-20, headquartered at Rua José Izidoro Biazetto, 158, hereinafter referred to abbreviated COPEL, through the Administrative-Financial Superintendence of Generation and Transmission, makes public the Bidding Notice in the special modality governed by Complementary Law No. 182, of June 1, 2021.

This bidding shall be governed by this Notice with all its annexes and documents mentioned therein, by Complementary Law No. 182, of June 1, 2021, by Federal Law No. 13303/2016, by COPEL's Internal Regulation of Bidding and Contracts and by the Code COPEL's Code of Conduct (available on the website www.copel.com) and other applicable legislation.

The following annexes are an integral part of this Notice:

- I. COPEL VOLT Challenge List;
- II. Service Level Agreement (SLA);
- III. Risk Matrix;
- IV. Agreement Draft;
- V. Letter of Indication of the CONTRACTOR's Representative;
- VI. Statement of Compliance with Contracting Conditions with the Public Administration;
- VII. Social and Environmental Responsibility Statement;
- VIII. Table of Additional Information Required for Invoices.
- IX. Disbursement Plan Template.

1 PURPOSE

1.1 Contracting of *startups*, to demonstrate, in conditions that represent the real application environment (Proof of Concept – PoC) of innovative solutions, with the potential to meet the challenges of COPEL VOLT, detailed in Annex I (COPEL VOLT Challenge List).

1.1.1 As a result of the demonstration (PoC), the *startup* shall present documented evidence that its product or service can be successful in the real application environment considering COPEL's business context.

2 DEFINITIONS



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For the purpose of this notice, the following definitions shall be used:

- 2.1 **Bootcamp**: immersion period of *startup* for dynamic training and interactions with the Company's technical team, aiming at improving the project and the business model proposed to COPEL's specificities.
- 2.2 **COPEL VOLT**: COPEL Open Innovation Program.
- 2.3 **Demo Day**: the final event of the program, in which the *startups* that developed the Proofs of Concept (PoCs) with COPEL will publicly present what was developed and the results achieved.
- 2.4 **Challenges**: within the scope of this program, it is understood as technological, market, organizational or cultural barriers that are intended to be overcome with innovative solutions.
- 2.5 **Pitch Day**: a dynamic to promote the encounter between *startups* and COPEL. On this day, entrepreneurs present their ideas based on the *pitch*, a way of presenting a project, which usually lasts from 3 to 5 minutes.
- 2.6 **Validated Product**: product, service or design that has already been validated by users or customers under real conditions of use. Business models, products, services or design suitable for the scalability phase, that is, capable of wide commercialization.
- 2.7 **Proof of Concept (PoC)**: name given to the practical demonstration that aims to validate an idea or concept.
- 2.8 **Startup in Operation phase**: *startup* that has products or services already validated possible for commercialization and ready to be expanded its market.
- 2.9 **Startup**: as defined in Article 4 of Complementary Law No. 182, of June 1, 2021, *startups* are business or corporate organizations, emerging or in recent operation, whose performance is featured by an innovation applied to a business model or products or services offered.

3 PARTICIPATION

- 3.1 Companies classified as *startups*, pursuant to Article 4 of Complementary Law 182, of June 1, 2021, which meet all the requirements contained in the notice and its annexes.
- 3.2 In addition to the conditions above, the *startups* must meet the following characteristics:
 - a) *Startups* with solutions already in operation in the national or international market. *Startups* in the ideation or pre-operation phase, consulting, *software houses* and traditional companies will not be accepted;
 - b) *Startups* with the product validated or with delivery already signed in the market;
 - c) *Startups* must hold the copyright and related rights relating to the solutions they present;
 - d) National or international startups, based or not in Brazil:
 - d.1) In terms of *startup* headquartered abroad, similarity to the requirements of the *national startups*, except for the impossibility due to legal divergence or lack of such similarity, in this case being necessary to analyze the feasibility of participation by diligence.
- 3.3 The formation of a consortium is prohibited;
- 3.4 The company that meet one of the following conditions shall not participate in biddings and shall not be contracted by COPEL, its wholly-owned subsidiaries or controlled companies:
 - a) suspended from registration or from the right to participate in bids and to contract with the aforementioned



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companies of the COPEL group;

- b) declared disreputable by the Federal Government, by State, by the Federal District, while the effects of the sanction with registration in the National Register of Disreputable and Suspended Companies – CEIS and/or in the State Register of Materials and Services Management – GMS persist;
- c) whose manager or partner holding more than five percent (5%) of the capital share is an officer or employee of COPEL, or of its wholly owned subsidiaries or controlled companies;
- d) constituted by a partner of a company that is suspended, prevented or declared unfair;
- e) whose manager is a partner in a suspended, impeded or disreputable company;
- f) constituted by a partner who has been a partner or manager of a company suspended, prevented or disreputable, in the period of the facts that gave rise to the sanction;
- g) whose manager has been a partner or manager of a company that has been suspended, prevented or declared disreputable, in the period of the facts that gave rise to the sanction;
- h) company with a person in its management board who participated, due to a similar bond, in a company declared disreputable.
- i) whose establishments belong to the same legal entity, be it head office, affiliate or branch.

3.5 It also applies to the prohibition provided for in sub-item 3.3:

1. the hiring of the employee or officer, as an individual, as well as his/her participation in the Public Call, as a participating company;
2. II - who has a relationship of kinship, up to the third civil degree, with:
 - b.1) Directors and members of the Board of Directors of COPEL, its wholly-owned subsidiaries or controlled companies;
 - b.2) Employee of COPEL or its wholly-owned subsidiaries or controlled companies whose duties involve acting in the area responsible for bidding or contracting;
 - b.3) Governor, Vice-Governor and Secretaries of State of the Government of Paraná, as well as equivalent authorities.
3. company whose owner, even as a member, has ended its term of management or terminated its relationship with COPEL or its wholly-owned or controlled subsidiaries, less than six (6) months ago.

3.6 By participating in the bidding, *startups* are aware that the personal data that may appear in the documents presented or originated from the bidding, will be subject to publication on the COPEL website, in compliance with the law of transparency, as well as will be included in the company's internal records for the relevant retention period, for any necessary consultations to the process.

4 AMENDMENTS, CLARIFICATIONS AND OBJECTION

- 4.1 Within a period of up to five (5) business days, before the date set for the event, any citizen is a legitimate party to:
 - a) request clarification on the bidding, which must be responded to in a timely manner by COPEL;
 - b) contest the Bidding Notice.



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- 4.2 Interested parties should contact COPEL in writing, preferably at info@copelvolt.com, always referring to the identification number of this LE Notice 001/2021. Requests must be made prior to the registration of the proposal in the *landing page* from COPEL VOLT (<https://www.copelvolt.com>).
- 4.3 When making such requests, the interested party must clearly define and indicate the party to be clarified, corporate name, CNPJ, full address and contact details.
 - 4.3.1 For the purpose of organizing the bidding and in compliance with the principle of procedural economy, it is recommended that the request for clarification be grouped, containing all the doubts of the *interested startup*, and presented to COPEL in a single act.
- 4.4 COPEL will not acknowledge or respond to verbal requests.
- 4.5 Depending on the complexity of the request for clarification or objection, the event may be postponed or suspended.
- 4.6 As long as there is no change in the call notice that affects the preparation of proposals and there is a need for the bidding to be postponed, the new opening date must be scheduled with a minimum period of two (2) business days after the date of publication.
- 4.7 COPEL may issue amendments to the Notice and its annexes to revise, amend and/or modify any of its parts.
- 4.8 The answers to the clarifications will be communicated to all interested parties and will become part of the calling instrument as an attachment.
- 4.9 Clarifications and amendments will be made available on COPEL's website, and interested parties are responsible for periodically verifying their issuance.

5 REGISTRATION AND SUBMISSION OF PROPOSALS

- 5.1 *Startups* that wish to apply for this selection process must correctly fill out the online application form available at *landing page* of COPEL VOLT (<https://www.copelvolt.com>), in the period from Aug/23/2021 to Oct/04/2021.
- 5.2 The expression of interest in participating in COPEL VOLT implies full and unreserved acceptance of this Notice, as well as express authorization to verify the authenticity of the information provided.
- 5.3 The project must obligatorily cover at least one of the challenges described in the COPEL VOLT CHALLENGE LIST (Annex I).
- 5.4 Any interested parties should be aware that participation in this process does not create a bond or obligation between the parties.
- 5.5 The participating company must be aware that the CNPJ to be used to participate in this bidding must be the same as contained in the other classification documents that may be required in any future contract for the purpose of this Notice (except for the classification documents issued for the CNPJ of the parent company and extensive to its branches).
- 5.6 COPEL reserves the right to carry out due diligence, in which it may request the submission of missing or complementary documents or the correction of documents sent, analyze technical, environmental, legal and economic-financial aspects, as well as *compliance*, in relation to companies that are interested in this bidding, obliging them to provide access to their facilities and necessary information.



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6 EVALUATION CRITERIA AND PHASES

The criteria for evaluating the proposals will be eliminatory and qualifying.

6.1 From the initial phase and eliminatory criteria:

- 6.1.1 *Startup* must present an adequate and aligned proposal of the solution with the challenges described in the COPEL VOLT CHALLENGE LIST (Annex I);
- 6.1.2 *Startup* must meet the definitions of Article 4 of Complementary Law 182/2021, as per item 7 of this notice;
- 6.1.3 *Startup* must attach all the documents required in the registration form, in addition to self-declaring that it undertakes to submit the documents listed in item 7 of this notice, within three (3) business days, in the case the *startup* is selected for the *BOOTCAMP* Phase or Contracting Phase;
- 6.1.4 Failure to present the documents listed in item 7, under any justification, when requested, will represent disqualification of the *startup*, regardless of the stage of the claim;
- 6.1.5 *Only startups* in operation phase or beyond will be accepted;
- 6.1.6 At any time, the *startup* that presents an inadequate financial proposal about the needs and costs of the PoCs, evidently demonstrating profit generation, pro-labore withdrawals or of any other nature that is not exclusively necessary for the technical execution of the Proof of Concept, in addition to evident lack of commitment to the truth, will be subject to elimination; E.g. A machine is indicated in the demonstration at a cost of BRL 15,000.00 and the same machine is easily found on the Internet for BRL 2,000.00.

6.2 Phases and classification criteria

After the initial knockout phase, the qualifying phases will begin, which will take place in a funnel format where the *classified startups* will move to the next phase and so on. The phases will be named: General Classification Phase, *PITCH DAY* and *BOOTCAMP*.

6.2.1 Evaluation Criteria

6.2.1.1 Adherence of the proposal to the challenges

- a) Degree of Adherence of the solution proposed by *startup* with one of COPEL's challenges and opportunities;
- b) Comparative statement of cost and benefit of the proposal in relation to functionally equivalent options. (According to Complementary Law 182/2021).

6.2.1.2 Proposal adequacy

- a) Clarity in detailing the scope of the proposal for performing the tests, considering the purpose, steps and application of available resources;
- b) Economic feasibility of the proposal, considering the financial resources available for the execution of the agreements. (According to Complementary Law 182/2021);
- c) Potential for solving the problem by the proposed solution and, if applicable, the likely savings for the public administration. (According to Complementary Law 182/2021).

6.2.1.3 High execution capacity

- a) Capacity of the *startup* to carry out the Proof of Concept, considering its own team, equipment and infrastructure, not limited to these items;



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- b) Capacity of the *startup* to conducting businesses based on the proposal presented to the program.

6.2.1.4 Maturity Level

- a) Degree of maturity of *startup* considering marketing aspects and experience in the sector where the proposal presented fits;
- b) Degree of development of the proposed solution (according to Complementary Law 182/2021);
- c) Feasibility and maturity of the solution's business model (according to Complementary Law 182/2021).

6.2.1.5 Creation and quality of the team

- a) Technical knowledge, level of dedication and experience of the team to deliver the solution;
- b) Diverse dedicated program team with different skill sets.

6.2.1.6 Previous experience with companies and Scalability

- a) Experience working with other companies, especially of similar size or larger than COPEL;
- b) Ability to scale its activities from the current level of operations to higher levels.

6.2.1.7 Ability to generate new business with COPEL

- a) Perception that the proposal presented by the *startup* has the potential to become a business of interest to COPEL;
- b) Clarity of interest of *startup* to create some type of business partnership of any nature with COPEL, whether as a supplier, commercial or even corporate partnership.

6.2.2 General Classification Phase

Startups at this stage will be analyzed and classified, solely and exclusively, according to the information provided by the *startups* on the application form.

- a) At this stage the *startups* will be evaluated by the set of criteria below:

	Criterion	Scale
1	Adherence of the proposal to the challenges	0 - 10
2	Proposal adequacy	0 - 10
3	High execution capacity	0 - 10
4	Maturity Level	0 - 10
5	Creation and quality of the team	0 - 10
6	Previous experience with companies and scalability	0 - 10

- b) The PRELIMINARY FINAL GRADE of each classified proposal will be given by the average of the grades of each criterion;



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- c) If the *startup* receives a “zero” grade in any of the items, it will be automatically excluded from the process;
- d) In the event of a tie, the tie will be broken based on the scores of the following criteria:
 - Adherence of the proposal to the challenges;
 - Maturity Level;
 - High execution capacity.
- e) At the end of the general classification phase, up to 30 *startups* will be selected with greater grade, to participate in the *PITCH DAY* Phase.

6.2.3 *PITCH DAY* Phase

- a) After the General Classification Phase, the *startups* selected will present the solutions to the Special Evaluation and Judgment Committee with the aim of deepening COPEL’s knowledge of the *startups* and the proposed solutions;
- b) *Startups* will make a summary presentation of up to five (5) minutes and there will be up to ten (10) minutes for questions and answers, an opportunity in which they will be evaluated again by the Special Evaluation and Judgment Committee;
- c) The presentation (PDF) must be sent within three (3) business days before the presentation to the e-mail info@copelvolt.com;
- d) At this stage the *startups* will be evaluated by the set of criteria below:

	Criterion	Scale
1	Adherence of the proposal to the challenges	0 - 10
2	Proposal adequacy	0 - 10
3	High execution capacity	0 - 10
4	Maturity Level	0 - 10
5	Creation and quality of the team	0 - 10
6	Previous experience with companies and scalability	0 - 10
7	Ability to generate new business with COPEL	0 - 10

- e) The **PRELIMINARY FINAL GRADE** of each classified proposal will be given by the average of the grades of each criterion. If the *startup* receives a “zero” grade in any of the items, it will be automatically excluded from the process;
- f) In the event of a tie, the tie will be broken based on the scores of the following criteria:
 - Adherence of the proposal to the challenges
 - High execution capacity
 - Ability to generate new business with COPEL;



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- g) At the end of the *PITCH DAY* Phase, up to fifteen (15) *startups* will be selected to participate in the *BOOTCAMP* Phase.

6.2.4 *BOOTCAMP* Phase

- a) After classification in the *PITCH DAY* Phase, *startups* will tailor their solutions or products to COPEL's business context. For this, they will count on the support of specialized COPEL mentors, in addition to the support of consultants hired for the Open Innovation Program.
- b) Once called to present its proposal in the *BOOTCAMP*, *startup* will have three (3) business days to submit the documents required in item 7 of this notice.
- c) After the adjustment period, the *startups* will present the solutions to the Special Evaluation and Judgment Committee with the purpose of deepening COPEL's knowledge of the solutions proposed by them and the improvements and adaptations prepared for the COPEL business context.
- d) *Startups* will make a summary presentation of up to twenty (20) minutes and there will be up to thirty (30) minutes for questions and answers, an opportunity in which they will be evaluated again by the Special Evaluation and Judgment Committee.
- e) At this stage the *startups* will be evaluated by the set of criteria below:

	Criterion	Scale
1	Adherence of the proposal to the challenges	0 - 10
2	Proposal adequacy	0 - 10
3	High execution capacity	0 - 10
4	Maturity Level	0 - 10
5	Creation and quality of the team	0 - 10
6	Previous experience with companies and scalability	0 - 10
7	Ability to generate new business with COPEL	0 - 10

- f) The PRELIMINARY FINAL GRADE of each classified proposal will be given by the average of the grades of each criterion. If the *startup* receives a "zero" grade in any of the items, it will be automatically excluded from the process;
- g) In the event of a tie, the tie will be broken based on the scores of the following criteria:
- Ability to generate new business with COPEL;
 - Maturity Level;
 - High execution capacity.
- h) At the end of the *BOOTCAMP* Phase, up to five (5) *startups* will be selected, considered winners of the qualifying phases.



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7 QUALIFICATION STAGE

7.1 Those selected for the BOOTCAMP phase will be subject to verification of the required qualification documents. The failure to submit or non-compliance with the requirements, will result in the disqualification of the candidate from the process.

7.1.1 Once called to present its proposal in the *BOOTCAMP* or Contracting Phase, the *startup* shall submit the required documents within three (3) business days.

7.1.2 In terms of *startup* headquartered abroad, similarity to the requirements of the *national startups*, except for the impossibility due to legal divergence or lack of such similarity, in this case being necessary to analyze the feasibility of participation by diligence.

7.2 DOCUMENTS REQUIRED:

7.2.1 Legal capacity to:

- a) Individual Companies: registration with the Board of Trade.
- b) Individual Micro-Entrepreneur: Certificate of Condition of Individual Micro-Entrepreneur (CCMEI), as CGSIM Resolution no. 16, of 2009, whose acceptance will be subject to verification of authenticity on the website www.portaldoempendedor.gov.br.
- c) Corporation: corporate documents (Articles of Incorporation) registered and minutes of the meeting that elected its current administrators.
- d) Other Business Companies: corporate documents (Articles of Incorporation), bylaws or articles of association in force, duly registered, as well as its amendments, or the last amendment to the consolidated Articles of Incorporation.
- e) Simple Company: registration of the corporate documents (Articles of Incorporation) in the relevant Board of Trade, accompanied by proof of the acting board of directors.
- f) For companies based abroad: valid document to prove its legal qualification, as well as its opening date.

7.2.2 Financial Statements for the last calendar year in accordance with LC 182/2021, article 4, paragraph 1, item I, required under the law, the replacement by balance sheets or provisional balance sheets being prohibited, constituted by the following:

- a) the balance sheet; and
- b) Income Statement of the Fiscal Year

7.2.3 Statement of classification of the Inova Simples special regime, if any;

7.2.4 CNPJ card, or equivalent for companies abroad;

7.2.5 Certificate of No Debts or of Suspended Debts:

- a) Proof of regularity with Social Security, through the Certificate of Debts Relating to Federal Tax Credits and Overdue Federal Debt;
- b) Proof of regularity with the Severance Indemnity Fund for Employees - FGTS;
- c) Proof of non-existence of defaulted debts before the Labor Court.
- d) Clearance certificate of bankruptcy, recovery or liquidation, judicial or extrajudicial, issued by the



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distributor(s) of the location of the main facility of the legal entity, or of the subsidiary of the startup that is headquartered outside Brazil.

7.2.6 Social and Environmental Responsibility Statement as per annex VII.

7.2.7 Statement of Compliance with Contracting Conditions with the Public Administration as per annex VI.

7.3 REMARKS

- a) If the date or period of validity of the document is not expressed, the period of ninety (90) days from the date of its issuance will be considered.
- b) Once the absence of any regularity document (NEGATIVE CERTIFICATES) is found, COPEL may attach the missing document to the process, provided that it can be issued via *Internet* and free of charge for COPEL, and such occurrence shall be recorded in the minutes.
- c) Documents must be scanned from the original or certified copy.
- d) The originals or certified copies of the documents sent may be requested at any time by the Special Evaluation and Judgment Committee, which shall be delivered in person to the mailing address included in the Notice or even posted by mail, within one (01) business day from the request.
- e) The *Startup* must submit all the documentation required in the Notice, being granted a period of twenty-four (24) hours, counted from the request of the Special Evaluation and Judgment Committee, to complement any document that may be missing from the proposal or qualification, except for the provided for in section “b” of this item 7.3.

8 EVALUATION AND CLASSIFICATION PROCEDURES

- 8.1 The proposals will be evaluated and judged by the Special Evaluation and Judgment Committee as provided for in Article 13, § 3 of Complementary Law 182/2021, respecting the rules provided for in the law and in this Notice;
- 8.2 *Startups* that are classified for the *PITCH DAY* Phase shall be informed at least five (5) business days in advance of the date scheduled for the presentations.
- 8.3 *Startups* that are classified for the *PITCH DAY* Phase must send presentation material (PDF) within two (2) days before the presentation to info@copelvolt.com.
- 8.4 Disclosure of the date and time of submission of the proposal by the *startups* to the Special Evaluation and Judgment Committee will be carried out, electronically, to the email address provided by the *startup*.
- 8.5 The non-attendance of the *startup* on the date, time and place appointed, even if it is the case of remote presentation, disclosed in the terms of this Notice, will be considered as a waiver of its participation in this selection process.
- 8.6 *The startup* shall keep its contact details informed in its Proposal updated, for all purposes and effects, as well as shall be liable for submitting the proposal.
- 8.7 At any time, *startups* classified may undergo diligence in the information presented, whether of any nature. If there is an incompatibility between the proposal presented and that found in the diligence, the *startup* will be disqualified, and the next *startup* may be called for the same assessment.
- 8.8 In this Notice, up to five (5) proofs of concept are foreseen, consequently, the selectable proposals are also



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limited to this number.

9 DISCLOSURE OF FINAL CLASSIFICATION

- 9.1 After the assessment procedures have been carried out, COPEL will disclose, on its website, the list of *startups* classified.
- 9.2 Any appeals will only be admitted after the final decision of the Special Evaluation and Judgment Committee on the bidding.
- 9.3 The appeals will have a suspensive effect and must be directed to the signatory authorities of this Notice, provided that they are filed within a period of up to five (5) business days, counted from the publication of the result on the COPEL website, under penalty of estoppel.
- 9.4 The appeal shall be communicated to the other Bidders, who may challenge it within five (5) business days. At the end of this period, whether the appeal is challenged or not, the Special Evaluation and Judgment Committee may reconsider its decision or submit it, duly instructed, to the authority signing the Notice.
- 9.5 Appeals related to the scores referring to the classification criteria evaluated by the Special Evaluation and Judgment Committee will not be admitted.

10 FINANCIAL SUBSIDY FOR PERFORMANCE OF POCs

At the end of the qualifying phases, the *startups* finalists must perform the Proofs of Concept (PoC), with a financial subsidy offered by COPEL for this accomplishment.

- 10.1 In order to generate financial conditions for the PoCs to be carried out, COPEL will subsidize them in whole or in part up to the total budget limit of BRL 1,500,000.00 (one million, five hundred thousand reais), considering that such resource will be distributed for up to 5 (five) proofs of concept. Each Proof of Concept must be established up to the maximum value of three hundred thousand reais (BRL 300,000.00). If there are financial resources available, COPEL will be able to fund PoCs of greater value, provided that the maximum budget limit is within the maximum budget and the relevance of the PoC is justified.
- 10.2 At *startups* they must initially demonstrate, through the registration form, the financial needs (in current national currency – Real) for the execution of the Proof of Concept, preliminary mentioning the destination and amounts involved.
- 10.3 At *startups* classified for the phases *PITCH DAY* and *BOOTCAMP* , respectively 6.2.3 and 6.2.4 of this document, shall present a detailed plan for the use of resources in the execution of the PoC, to support the decisions of the Special Evaluation and Judgment Commission;
- 10.4 To the *startups* that are selected in the phase *BOOTCAMP*, 6.2.4 of this document, pursuant to § 7 of article 14 of Complementary Law 182/2021, in order to guarantee the financial means for the contractor to implement the initial stage of the project, COPEL may make the payment in advance, prior to the beginning of the execution of the subject-matter, upon express justification issued by the *startup* and approved by the Special Evaluation and Judgment Committee. The advance payment cannot exceed thirty percent (30%) of the amount of the Proof of Concept, and shall be made after signing the contract.

11 EXECUTION OF THE CONTRACT

- 11.1 The bidder of the subject-matter of the bidding is obliged to sign the contract, within a maximum period of



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five (5) working days, counting from the date of convocation by COPEL, under penalty of forfeiting the right to contract.

- 11.2 As a condition for the conclusion of the contract, the maintenance of the conditions of qualification of the successful bidder will be verified, and the latter must update the documents or certificates that eventually are expired.
- 11.3 In the event of a refusal to sign the Agreement, COPEL may call the subsequent classified parties, in the order of classification, for the purposes of contracting, provided that all classification conditions are met by the *startup*.

12 GENERAL CONDITIONS

- 12.1 The companies assume all costs of preparing and submitting their documentation and COPEL will not, in any case, be responsible for these costs, regardless of the conduct or outcome of this process.
- 12.2 Interested parties will be responsible for following up on the publications of acts and information related to this bidding process, on COPEL's website, under penalty of preclusion of the right resulting from non-compliance.
- 12.3 *Startup* is liable for the fidelity and legitimacy of the information provided and documents presented. The falsity of any document presented or the untruth of the information contained therein will imply the immediate disqualification of the company that presented it, in addition to possible civil and criminal liability, as provided by Law.
- 12.4 It is the sole responsibility of the *startup* comply with the legislation applicable to the protection of copyrights and industrial and intellectual property rights, as well as other ethical aspects, notwithstanding other requirements applicable by law, as the case may be.
- 12.5 Any interested parties should be aware that participation in this process does not create a bond or obligation between the parties.
- 12.6 *Startup* is liable for the fidelity and legitimacy of the information provided and documents presented at any stage of the Bidding. The falsity of any document presented or the untruth of the information contained therein will imply the immediate disqualification of the *startup* who has presented it, notwithstanding other applicable sanctions.
- 12.7 COPEL is entitled, at any stage of the event, to take the steps it deems necessary, adopting remedies aimed at clarifying information, correcting formal or material inadequacies in the proposal and in the classification documentation or to complement the process instruction.
- 12.8 As for diligence matter, *startup* may be requested to provide the sworn translation into Portuguese of documents presented in a foreign language, and, when applicable, the authentication, by the respective consulate, of the document issued abroad.
- 12.9 COPEL will verify, in the Unified Registry of Suppliers of the State of Paraná - CFPR, in the Materials Works and Services Management system - GMS and in the National Registry of Disreputable and Suspended Companies - CEIS, if the *startup* is prohibited from participating in bids and/or contracting with COPEL.
- 12.10 *Startups* are summoned to provide any clarifications or additional documents and/or present the documents provided for herein, they must do so within the specified term, under penalty of disqualification.



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- 12.11 The rules governing this Bidding shall always be interpreted in favor of expanding the dispute between the *startups*, as long as they do not compromise COPEL's interests, the purpose and security of the Agreement.
- 12.12 Cases not provided for in this instrument shall be decided by COPEL, in accordance with applicable law, and with the constitutional principles of Public Administration.
- 12.13 This Notice and its annexes, any amendments and clarifications that may be published, as well as the proposal of the winning bidder, will be an integral part of the Agreement, regardless of transcription.
- 12.14 This bidding does not necessarily imply contracting, and the competent authority may revoke it, in whole or in part, for reasons of convenience or opportunity, arising from a supervening fact to the establishment, which constitutes a manifest and unavoidable obstacle to the continuity of the process, or annuls it ex officio or by provocation of third parties, in whole or in part, due to defect of legality, or, still, to validate the act or the vitiated procedure, when feasible.
- 12.14.1 The occurrence of annulment or revocation will take place by means of a written and substantiated act, the summary will be made available on COPEL's website.
- 12.14.2 If the cancellation or revocation occurs after the proposal submission phase has started, the period of five (5) business days will be assured to *startups* for them to exercise their rights to adversary proceedings and full defense.
- 12.14.3 With prior and express manifestation of all *startups*, waiving the right to contest, the bidding will be declared revoked or annulled.
- 12.15 In case of divergence between the documents that make up the Notice and any conditions presented by the bidder, the conditions of the Notice and its annexes shall always prevail.
- 12.16 The records of the proceeding shall remain with a view to the interested parties, at the address contained in this Notice.
- 12.17 For the purposes of counting the terms set forth herein, only business days at COPEL will be calculated, excluding the start day and including the expiration day, except when expressly provided otherwise.
- 12.18 The Court appointed for the judgment of any legal issues resulting from this bidding will be the Court of the District of Curitiba-PR

13 VALIDITY OF THE PROPOSAL

The proposal shall be valid for one hundred and eighty (180) days, and may be extended upon the interest of the parties.

14 ADMINISTRATIVE SANCTIONS

- 14.1 Conducts subject to the application of penalties to the *startup*, among others, if applicable:
- submit a false document or declaration – fine of (twenty percent (20%));
 - frustrate or defraud, by adjustment, combination or any other measure, the contracting process – a fine of (twenty percent (20%));
 - remove or seek to remove participant, through violence, serious threat, fraud or offer of an advantage of any kind – fine of (twenty percent (20%)); and



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d) filing of merely procrastinatory appeals – 5% (five percent) fine.

14.2 Fines will be calculated on the overall value of the proposal or contract.

14.3 In the event of more than one infraction, the fines will be cumulative up to a limit of forty percent (40%), and do not exempt the possibility of applying the penalty of temporary suspension from participating in bids and impediment from contracting with COPEL, its wholly-owned subsidiaries and controlled-companies, for a period not exceeding two (2) years.

Curitiba (PR),

<Electronically Signed>

Adriano Rudek de Moura

COPEL Holding Chief Financial and Investor Relations Officer

Assignment: 197th ROCAD of Dec/05/2019

<Electronically Signed>

Cassio Santana da Silva

Director, Business Development

Assignment: 197th ROCAD of Dec/05/2019

ANEXO I. COPEL VOLT CHALLENGES LIST

CHALLENGES	Examples of possible solutions
1 CUSTOMER RELATIONS	<ul style="list-style-type: none"> - Solutions to increase the use of APP COPEL by consumers, reducing access to physical service units; - Systems and platforms that help Copel in the journey of digital service and service provision to nearly 5 million consumers (homes, industries, companies and countryside clients).
2 ENERGY AND BEYOND ENERGY	<ul style="list-style-type: none"> - Systems to drive new revenue streams; - Solutions that help Copel reach new customers, with new consumption patterns (PROSUMERS) and optimize its operation within the scenario of decentralized energy generation; - Solutions for energy management and energy efficiency.
3 NEW BUSINESS MODELS	<ul style="list-style-type: none"> - Solutions for distributed electricity generation; - Technologies for <i>smart homes</i>; - Consumption management and energy efficiency systems; - Financial solutions and <i>venture capital</i> for investment in <i>startups</i>;
4 INNOVATIVE INTERNAL PROCESSES	<ul style="list-style-type: none"> - Support in areas such as Finance, Regulatory, Legal, Management, Human Resources and others, positively impacting relationship, work, business and similar processes; - Solutions for the integration of different process management platforms; - Solutions for securely collecting data, extracting and understanding valuable information that help Copel in analysis and decision-making.
5 CLEAN ENERGY	<ul style="list-style-type: none"> - Solutions for the generation, transmission, distribution and commercialization of green



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NEW MATRICES	ENERGY	hydrogen, biomass and biogas; - Use of reservoirs to install floating solar panels; - Solutions for managing and operating the energy transition; - New technologies in renewable energy; - New technologies to increase the performance of renewable energy generating assets. - Solutions and applications for electromobility; - Storage solutions;
6 ELECTROMOBILITY		- New technologies for the implementation and management of electrical routes and service stations; - Electric vehicles. - Technologies for remote inspection of assets;
7 ASSET AND FACILITY MANAGEMENT		- Solutions to improve energy generation operation and facility maintenance; - Solutions for the integration of different asset management platforms.
8 ENERGY STORAGE		- Management of systems and platforms for energy storage; - Solutions for energy storage beyond residential.

ANEXO II. SERVICE LEVEL AGREEMENT (SLA)

Criticality	Status	Response time
Level 1	When COPEL, consultants or other program players have doubts or identify situations that may cause minimal impacts, without economic consequences and not causing delays	Upon receipt of the request, presentation of a resolution strategy within three (3) business days if the resolution depends on COPEL's actions or effective resolution within four (4) business days if the resolution depends on the CONTRACTOR.
Tier 2	When COPEL, consultants or other program players have doubts or identify situations that may cause moderate impacts, with low to moderate economic consequences or that may cause small delays (up to a week) in the schedule	Upon receipt of the request, presentation of a resolution strategy within two (2) business days if the resolution depends on COPEL's actions or effective resolution within three (3) business days if the resolution depends on the CONTRACTOR.
Level 3	When COPEL, advisors or other program players have doubts or identify situations that can cause MAJOR impacts, with high economic consequences or that can cause medium or large delays (over 2 weeks) in the schedule	Upon receipt of the request, presentation of a resolution strategy within one (1) business day if the resolution depends on COPEL's actions or effective resolution within two (2) business days if the resolution depends on the CONTRACTOR.



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TECHNICAL OR OPERATIONAL SERVICE

- a) **CONTRACTOR** shall offer a specific communication channel so that **COPEL** and the **CONSULTANCY** can contact each other to advise and clear up any doubts during the entire period of the Proof of Concept.
- b) The deadlines for the SLA start to be counted from the opening of the call in any of the means provided and met to according to the criticality level described in the table above.
- c) The technical details for the communication model and provision of this type of service shall be addressed at the kick-off meeting of the works.

ANEXO III. RISK MATRIX

It is agreed between COPEL and *Startup* (CONTRACTOR) the Risk Matrix determined as follows, in compliance with article 14, paragraph 1, item III, of Complementary Law 182/2021.

RISK	PARTY	PROPOSED ACTION
Risks of a non-technological nature arising from characteristics not identified at the stage of <i>bootcamp</i> that <u>makes difficult</u> the execution of the PoC, for example, regulatory issues	<i>Startup</i>	Adaptation of the project if possible, always considering the deadline for its execution.
	COPEL	If necessary and possible in contractual terms, financial supplementation to meet the needs arising from the risk. If financial supplementation is not possible, project shall be closed without penalties for any party, withholding future payments.
Risks of a non-technological nature arising from characteristics not identified at the bootcamp stage that <u>prevent</u> the execution of the PoC, for example, regulatory issues	COPEL	Project shall be closed without penalties for any side, withholding future payments.
Technological risks arising from characteristics not identified at the bootcamp stage that <u>makes difficult</u> the execution of the PoC regulatory issues	<i>Startup</i>	If necessary and possible in contractual terms, financial supplementation to meet the needs arising from the risk.
	COPEL	If necessary and possible in contractual terms, financial supplementation to meet the needs arising from the risk. If it is not possible, closing of the project without penalties for any side as per § 4 of article 14 of Complementary Law 182/2021.
Technological risks such as incompatibilities not identified at <i>bootcamp</i> stage and other technological risks that <u>prevent</u> the continuity of the project definitively	COPEL	Closing of the project without penalties for any side as per § 4 of article 14 of Complementary Law 182/2021.
Risks arising from an extraordinary economic risk that occurred during the execution of the Proof of Concept that <u>prevent</u> the continuity	<i>Startup</i>	Project adjustment with indication of necessary adequacy, including financial.
	COPEL	If necessary and possible in contractual terms, financial supplementation to meet the needs arising from the risk. If financial supplementation is not possible, project shall be closed without penalties for any side, withholding future payments.



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Force Majeure or Acts Of God	COPEL/ Startup	Adaptation of the project if possible, considering the deadline for its execution. If necessary and possible in contractual terms, financial supplementation to meet the needs arising from the risk. There being no conditions for continuity, project shall be closed without penalties for any side, withholding future payments.
Risks arising in factum beginning	COPEL	Analysis of the specific case with actions to mitigate and revert the case to normality. If there is a need and legal application, compensatory measures provided for in law shall be applied, but not before seeking agreement between those involved.

ANEXO IV. CONTRACT DRAFT

COMPANHIA PARANAENSE DE ENERGIA – COPEL (HOLDING), registered with the CNPJ under No. 76.483.817/0001-20, corporation, headquartered in the City of Curitiba, State of Paraná, at Rua José Izidoro Biazetto, 158, abbreviated as **COPEL**, herein represented by its Bylaws and, on the other hand,

_____, headquartered in the Municipality of _____, State of _____, located at Rua _____ No. _____, CEP _____, registered with the National Register of Legal Entities (CNPJ) under No. _____, herein represented by its *position* _____, *Name* _____, herein referred to as **CONTRACTOR**, enter into this Agreement, which shall be governed by the general rules of Complementary Law No. 182, of June 1, 2021, by Federal Law No. 13303/2016 and other applicable laws, by the Internal Regulation of Bidding and Contracts of **COPEL** and through the following Clauses:

CLÁUSULA I. PURPOSE

- The demonstration, by the **CONTRACTOR**, in conditions that represent the real application environment (Proof of Concept – PoC) of innovative solutions, with the potential to meet the challenges of COPEL VOLT, detailed in Annex I (List of COPEL VOLT Challenges), are the subject-matter of this Contract.
 - As a result of the demonstration (PoC), the **startup** shall present documented evidence that its product or service can be successful in the real application environment considering COPEL's business context.
- The definition of the sub-item of the list of services annexed to Complementary Law 116 of Jul/31/2003, shall occur after the identification of the companies to be contracted, when it will be inserted in the contract.
- For companies not headquartered in Brazil, the definition of the nature of the income (technical services, royalties, capital gains, import of goods), to be remitted abroad for taxation purposes, will occur after the identification of the companies to be hired, when it will be inserted in the contact.

CLÁUSULA II. INTEGRATING DOCUMENTS

- The following documents are part of this Agreement, as if it were transcribed for all legal purposes:
 - Notice of COPEL Special Bidding 001/2021 and its annexes and all annexes to this Agreement;
 - Proposal of the **CONTRACTOR** presented on .../.../...;
 - COPEL VOLT Challenge List.
- In case of doubts or discrepancies between the documents and this Agreement, the latter shall prevail.



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CLÁUSULA III. FUND ORIGIN

The funds assigned to this Agreement are specific and are provided for in the Annual Budget of the **COPEL**.

CLÁUSULA IV. CONTRACTOR'S COMPENSATION

1. For the service object of this Agreement, the **COPEL** shall pay to **CONTRACTOR** the estimated lump sum value of BRL (.....), as described in the Disbursement Plan, Clause VII “Financial Transfer for Proofs of Concept”.
2. For accounting purposes, this Agreement is given the estimated global value of shall (.....).
3. The value of this Agreement is merely an estimate, **CONTRACTOR** shall not be liable to any rights, if such value is not met during its term.
4. The prices include all costs, whether or not, incident directly or indirectly on the subject-matter of this Agreement, such as: labor, uniforms, materials, equipment (including security), transport, accommodation, accommodation items, food , mobilization, demobilization, training, occupational medicine and safety, infrastructure, salary allowances (overtime, break, paid weekly rest - DSR, night pay, hazard and/or unhealthy work pay, etc.), health insurance, insurance, administrative expenses, eventual losses, social charges, taxes, profits + BDI (Benefits and Indirect Expenses) and other charges necessary for the perfect performance of the contractual subject-matter.

CLÁUSULA V. TAXES

1. APPLICABLE TO THE DOMESTIC MARKET

- 1.1. **CONTRACTOR** shall pay any and all taxes whose incidence is related to the Agreement or its subject-matter, which, when required, must present proof of payment to **COPEL** upon release of the tax document described in item 1 of Clause VI “Billing”.
- 1.2. Regarding the value of the tax document, **COPEL** shall withhold and pay the Tax on Services of Any Nature - ISSQN, when applicable, in light of Complementary Law No. 116/03 and the relevant municipal legislation.
 - a. If there are activities that cover more than one municipality, there must be a quantification of the services performed in each one of them, for the correct incidence of the tax in question. The collection of ISSQN, in this case, must be made proportionally in each municipality and respective rate, according to the portion of the service.
- 1.3. **CONTRACTOR** shall collect any fees for the execution of the subject-matter of this Agreement, when required by municipal legislation.
- 1.4. Regarding the value of the tax document, **COPEL** will withhold and pay the Social Security Contribution due by **CONTRACTOR**, as provided for in the social security legislation.

2. APPLICABLE TO THE EXTERNAL MARKET – COMPANIES HEADQUARTERED ABROAD

- 2.1. The taxes levied shall be defined in the Agreement, from the moment the Subject-matter to be signed with Startup is established, in accordance with Brazilian laws and respecting the 471 International Agreements.
- 2.2. **CONTRACTOR** shall pay any and all taxes whose incidence is related to the Agreement or its subject-matter. When applicable, taxes due to Brazil shall be deducted, such as: IRRF (Withholding Income Tax); PIS (Social Integration Program); COFINS (Contribution to Social Security Financing); ISS (Services



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Tax); CIDE (Contribution intervention in the economic domain); IOF (Financial Operations Tax) and other fees and expenses necessary for sending the shipment abroad.

- 2.3. **CONTRACTOR** shall pay any fees for the execution of the subject-matter of this Agreement, when required by the legislation in the country of origin

CLÁUSULA VI. REVENUE

1. APPLICABLE TO THE DOMESTIC MARKET

- 1.1. **CONTRACTOR** shall issue an Invoice for the Provision of Services corresponding to the services duly completed in the period and accepted by the **COPEL**, according to the acceptance term issued by the Manager, in accordance with the prices contained in Clause IV “Contractor’s Remuneration” and the Detailed Monthly Schedule of Deliveries contained in Clause VII “Financial Transfer for Proofs of Concept”, adopting **COPEL** as the recipient, whose billing data are contained in the preamble to this Agreement.

a. For cases where **COPEL** has a tax domicile in the municipality of the place of execution of the service, the Service Provision Invoice must be issued with the Municipal Registration number of **COPEL** and with the respective address of the place where the service was provided.

b. If services are provided in more than one municipality, **CONTRACTOR** should issue a tax document for each municipality where the service was provided. **CONTRACTOR** shall issue an NFS-e for each service provided, and the issuance of the same NFS-e covering services falling under more than one activity code and/or performed in more than one Municipalities is prohibited.

c. To comply with the provisions of art. 4 of Complementary Law 116/2003, if the **CONTRACTOR** uses a specific operational basis for planning and organizing the contracted services, in a municipality other than its headquarters, the tax document described in item 1.1 of this Clause shall be issued by the CNPJ of the **CONTRACTOR**'s branch related to the respective operational base. If the **CONTRACTOR** does not yet have a CNPJ for the establishment of the operational base, it shall create the CNPJ for the branch, as provided for in the Normative Instruction of the Federal Revenue of Brazil that governs the rules for the constitution of a CNPJ. Likewise, it must provide the respective authorization to issue a Service Provision Invoice through the same CNPJ, so that it is regular at the time of the first billing.

d. In the case of a company opting for the Simples Nacional, present, accompanied by each Service Invoice, the Statement pursuant to Annex I of SRF Normative Instruction No. 459 of Oct/17/2004, duly signed by the **CONTRACTOR**'s legal representative, containing the information on which Annex, contained in the tables in Annexes I to V of Complementary Law No. 123/2006, the company is subject to.

- 1.2. The tax document described in item 1.1 of this Clause shall strictly comply with the above, under penalty of being refused and returned for correction.

- 1.3. **CONTRACTOR**, when issuing the tax document, described in item 1.1 of this clause, shall submit the file (“.pdf” extension) to **COPEL**, by the 20th of each month, so that there is adequate time for retention and collection of the respective taxes and charges within the term.

- 1.4. When issuing NFS-e, the guidelines described in a document called “Table of Additional Information Required for Invoices” must be met.



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- 1.5. The tax document described in item 1.1 of this Clause shall specify each item executed, the quantity, unit values, subtotals, total, the number of this Agreement, the taxes levied and the respective rates.
- 1.6. The tax document described in item 1.1 of this Clause must be issued with the CNPJ of the **CONTRACTOR** contained in the preamble to this Agreement.
- 1.7. **CONTRACTOR** shall specify in the tax document described in item 1.1 of this Clause, when applicable, the incidence of the following taxes:
 - a. Tax on Services - ISS, pursuant to Complementary Law No. 116/03 and in compliance with the municipal legislation of each municipality, as well as highlighting the municipality where the service was performed, the ISS calculation basis, the rate and the amount to be withheld.
 - b. The amount corresponding to the withholding on payments made by legal entities to other legal entities governed by private law, pursuant to Articles 29 and 30, of Law No. 10833/03: Income Tax (IR), Social Contribution on Net Income (CSLL), Contribution to Social Security Financing (Cofins) and Contribution to PIS/PASEP.
 - c. The amount of INSS withholding, pursuant to Normative Instruction RFB No. 971/2009.
- 1.8. Under the terms of the Municipal Decree of Curitiba No. 1676/10, the **CONTRACTOR** must register with the Registry of Service Providers of Other Municipalities - CPOM, under penalty of withholding the ISS.
- 1.9. In order to avoid undue retention of amounts as CPOM, the provider must send in an annex to the NFS-e the proof of its registration regularity before the CPOM.
- 1.10. If any irregularity is found in the tax document issued by the **CONTRACTOR** or in the documents that comprise it, these will be returned for correction.
- 1.11. If the tax document it is returned for replacement or correction, the date of the last presentation will be considered for the payment term.
- 1.12. **COPEL** shall not be held liable for any delays of any nature arising from non-compliance with the rules provided for in this Clause.
- 1.13. When applicable, **COPEL** will withhold and pay the Social Security Contribution due by **CONTRACTOR**, applying the calculation basis and rate provided for in social security law.
- 1.14. In the case of companies opting for SIMPLES NACIONAL category, in order to comply with SRF Normative Instruction No. 459, of Feb/17/2004, PIS, COFINS, CSLL and IRPJ taxes shall not be withheld and paid as long as the **CONTRACTOR** submit, attached to the tax document, the declaration opting for SIMPLES NACIONAL category (Annex IV of SRF Normative Instruction No. 459, of Feb/17/2004), signed by the legal representative, containing the information of which annex, contained in the tables in Annexes I to V of LC 123/2006, the company is included.
- 1.15. In compliance with the provisions of article 69, item IX of Federal Law No. 13303/2016, **COPEL** reserves the right to periodically inspect the qualification and classification conditions required in contracting, as well as to consult, at any time, the Unified Registry of Suppliers of the State of Paraná - CFPR, the Materials Management, Works and Services system - GMS, and the National Registry of Disreputable and Suspended Companies - CEIS, in order to verify any impediment, by the **CONTRACTOR**, to participate in bids and/or contract with the Public Administration.



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2. APPLICABLE TO THE EXTERNAL MARKET – COMPANIES HEADQUARTERED ABROAD

- 2.1. In the event the **CONTRACTOR** is not headquartered in Brazil, the rules compatible with the case in question shall apply, considering the country of origin of the **CONTRACTOR**.
- 2.2. **CONTRACTOR** shall issue and present the Invoice corresponding to the subject-matter duly completed in the period and accepted by the **COPEL**, according to the acceptance term issued by the Manager, in accordance with the prices contained in Clause IV “Contractor’s Compensation” and the Detailed Monthly Schedule of Deliveries contained in Clause VII “Financial Transfer for Proofs of Concept”, adopting **COPEL** as recipient, whose billing data are contained in the preamble to this Agreement.
- 2.3. The amount entered in Invoice will be subject to withholding tax amounts, which are indicated in the Taxes Clause applicable to the foreign market. The amounts of taxes withheld will be transferred to the Brazilian tax authorities and will be considered a cost to the **CONTRACTOR**, which must be included in the Disbursement Plan (Annex IX).

CLÁUSULA VII. FINANCIAL TRANSFER TO CARRY OUT THE TESTS OF CONCEPT (POCs)

1. **CONTRACTOR** shall present to **COPEL** a Disbursement Plan (Annex IX) showing in detail the costs involved in the proposed Proof of Concept, ensuring that the amounts requested only are used to cover the costs involved, including tax cost in Brazil, as shown in the model below:

Disbursement Plan

Item	Description	Quantity	Justification*	Unit Value (In BRL)	Total amount (In BRL)
1	Micro Voltage Inverter (Hypothetical)	2	Raise voltage from 50V to 220V in order to allow the use of structural element A in infra B, without which it is not possible to activate the water pump	BRL 400.00 (hypothetical value)	BRL 800.00 (hypothetical value)

* *The Justification must demonstrate the need for the requested element for the success of the PoC*

2. The Disbursement Plan presented will be analyzed by **COPEL**, which will assess the feasibility and assertiveness of the proposal, and may fully accept it or propose adjustments to ensure the best use of financial funds.
3. After adjusting the financial value, the **CONTRACTOR shall**, with the support of the consultancy contracted for the Open Innovation Program, present a detailed monthly schedule of deliveries, with the financial disbursement bound to these deliveries according to the following model:



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Detailed Monthly Delivery Schedule

Month	Activities	(Amount in BRL)
1	Activity 1, Activity 2, Activity 3	BRL 20,000.00 (Hypothetical Value)

4. For the purposes of this process, the inclusion of amounts for obtaining profit of any nature, withdrawal or pro-labore will not be accepted, and the amounts presented will only be those necessary for the realization of the subject-matter of this Agreement.
5. **CONTRACTOR** may receive advance payment of up to thirty percent (30%) of the contract value to implement the initial stage of the project, as authorized by § 7 of article 14 of Complementary Law 182/2021, upon justification issued by **CONTRACTOR** and accepted by **COPEL**.
 - 5.1. For advance payments to contractors not based in Brazil, the rules for withholding tax amounts set forth in the Taxes and Billing Clauses applicable to the foreign market shall apply
6. Any financial amount included in the monthly delivery schedule and in the Disbursement Plan must be registered in the current Brazilian national currency – BRL.
7. The total value of the contract will be divided into four (4) installments according to the schedule presented in the DELIVERY DISBURSEMENT SCHEDULE.
 - 7.1. The issuance of the Invoice will be bound to the fulfillment of:
 - a. Completion of schedule deliveries in that month;
 - b. Issuance of the “Acceptance” document by the contract manager in the **COPEL** in relation to the activities foreseen in the schedule. The Agreement Manager will issue the “Acceptance” document by the fifth (5th) business day of the following month if the conditions for its issuance are met.
8. **CONTRACTOR** may not be penalized for direct or indirect actions of the **COPEL**, causing delays in the execution of the project schedule.
9. The Invoices must be issued no later than the tenth (10th) business day of the month, and their issue after the tenth (10th) business day must be authorized by the contract manager and payment area of **COPEL**;

CLÁUSULA VIII. PAYMENT CONDITIONS

1. Services and supplies shall be paid by **COPEL** from the dates of their respective completions as formalized by the Agreement Manager.
2. Payments will be made directly in the checking account of the **CONTRACTOR**, in a bank indicated by it, after seven (7) days from the filing of the tax document issued and filed in accordance with the provisions of Clause VI “Billing”, according to the payment calendar schedule established on the website “www.copel.com”



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(Suppliers - Check Financial Data).

3. In the event the **CONTRACTOR** fails to comply with the labor and social security obligations relating to its employees, when dedicated exclusively to the performance of this Agreement, the **COPEL** may carry out preventive retentions or disallowances notwithstanding the applicable sanctions.
 4. If the obligation is due on a day on which there is no bond, the due date shall be postponed to the day on which the next one is issued.
 5. By considering that the payment of the contracted price shall be made in a checking account, the **CONTRACTOR** shall not issue a duplicate for circulation. Failure to comply with this obligation will subject to **CONTRACTOR** the payment of a fine equivalent to ten percent (10%) of the total value of the tax document, which will be deducted from the subsequent payment or charged upon receipt, after prior notification, subject to the provisions of Clause XXIII “Administrative Sanctions”.
 6. **COPEL** shall not, under any circumstances, reimburse improperly calculated taxes, tax fines and other tax additions.
 7. In the event of any delay in the payment of the registered fiscal document, due to the full responsibility of the **COPEL**, the following will apply to the value of the tax document:
 - a) Default interest of one percent (1%) per month, pro-rata die, counted between the due date of the obligation and the effective payment of the principal obligation;
 - b) Monetary correction based on INPC - National Consumer Price Index, pro-rata die, counted between the due date of the obligation and the effective payment of the principal obligation.
- 7.1. The amounts defined in this item shall only be paid upon presentation, by the **CONTRACTOR**, of the respective billing document.

CLÁUSULA IX. PRICE ADJUSTMENT

1. The price of the service subject-matter of this Agreement is non-adjustable.
 - 1.1. In the exceptional event of need for an extension that exceeds the term of twelve (12) months, an adjustment shall be made on the contractual balance, according to the variation of the INPC - National Consumer Price Index, or other official index that may replace it.

CLÁUSULA X. PERFORMANCE TERM

1. The term for the execution of the services will be four (4) months, counted from the date of signature of this Agreement, according to the following schedule:

Stage	Description	When
1	Presentation of the Disbursement and Delivery Plan	Three (3) business days after signing the Agreement
2	Presentation of a detailed monthly schedule of deliveries and disbursements	Three (3) business days after acceptance of the COPEL of the Disbursement and Delivery Plan



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3	Monthly presentation of expected results, according to the schedule presented in phase 2	One (1) month after acceptance by COPEL of the detailed monthly delivery schedule, and after the first month, successively until the end of the schedule
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- The monthly delivery and disbursement schedule forms the set of goals to be achieved so that it is possible to validate the success of the innovative solution demonstrated in the Proof of Concept, and the measurement methodology will be the verification of its completeness and assertiveness until the latest delivery of the PoC, which will come with documented evidence that its product or service can be successful in the real application environment considering the business context of **COPEL**, in compliance with article 14, § 1, item I of Complementary Law 182/2021.
- On a monthly basis, the **CONTRACTOR** shall present a detailed report on the progress of the Proof of Concept, indicating physical and financial progress, as well as information concerning the project and its structure, in order to inform **COPEL** about the situation, these reports being as monitoring instruments. The last delivery will be documented evidence that your product or service can be successful in the real application environment considering the business context of the **COPEL**, in compliance with article 14, § 1, item II of Complementary Law 182/2021.

CLÁUSULA XI. TERM OF EFFECTIVENESS

- This Agreement will be in force for a period of six (6) months from the date of its signature.
- The validity period does not affect the Proof of Concept schedule, which must be carried out in four (4) months. The additional period will be used for any adjustment and for presentation at the program closing event (**DEMO DAY**)
- The expiration of the term of this Agreement shall not affect the rights or obligations of the parties, related to payments, provision of guarantee, document regularization and the like, which, eventually, must be exercised or fulfilled after the expiration of such term.

CLÁUSULA XII. INTELLECTUAL PROPERTY RIGHTS OF CREATIONS

- In compliance with article 14, § 1, item IV of Complementary Law 182/2021, considering that the purpose of this Agreement is to demonstrate solutions already validated or undergoing market validation, all intellectual property of the product or service, subject-matter of such demonstration, is exclusively owned by the **CONTRACTOR**.
- If a new product or service, unexpectedly, is developed during the process, **essentially different from the product originally presented**, with active and documented co-participation of **COPEL**, must be addressed in a different contractual procedure.

CLÁUSULA XIII. PROFIT SHARING

In compliance with article 14, § 1, item V of Complementary Law 182/2021, the exploration rights will continue to be entirely owned by **CONTRACTOR** which presents the product or service for demonstration in conditions representing the real application environment, except for the exceptional condition of generation of a new product or service **essentially different from the product originally presented**, with active and documented co-participation of **COPEL**, in which case the parties shall agree with intellectual property rights.

CLÁUSULA XIV. ASSIGNMENT OF AGREEMENT OR CREDITS AND SUBCONTRACTING



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CONTRACTOR may not assign or transfer in whole or in part this Agreement, or subcontract, in whole or in part, its subject-matter, nor commit as a guarantee to third parties its credits with the **COPEL**, under penalty of termination and application of sanctions provided for in this Agreement.

CLÁUSULA XV. CONTRACTOR'S OBLIGATIONS – LABOR CONDITIONS

In addition to the other obligations assumed under this Agreement, **CONTRACTOR** shall:

1. Not allow the family member of a public agent who holds a position on a committee or a position of trust in the Group **COPEL** provide services to **COPEL**, according to the State Decree that provides for the prohibition of nepotism within the bodies and entities of the State Public Administration, directly and indirectly.
2. Provide food and lodging to employees involved in the provision of services under this Agreement.
3. Spontaneously appear in court, in the event of any legal action, especially in cases of labor claim, filed against the **COPEL**, under this Agreement, by employees and/or agents of the **CONTRACTOR**, recognizing its true status as an employer, requiring the replacement of the **COPEL** in the process, until the final processing of the case, being liable for the direct and indirect costs of any conviction. The liability in question shall not cease upon the expiration or termination of this Agreement.
4. Make its employees, who provide the services on the premises of the **COPEL**, to carry identification badge (with photo).
5. Transfer the information regarding the means of access to the Confidential Communication Channel of the **COPEL** to the employees allocated in the provision of the services subject-matter of this Agreement, indicated in item 4 of Clause XX "Ethics and Integrity".
6. Ensure respect and commitment by its employees to the precepts set out in the Code of Conduct of **COPEL** allocated in the provision of the services subject-matter of this Agreement, which is available on the Internet, at <http://goo.gl/6ZRCph>.

CLÁUSULA XVI. CONTRACTOR'S OBLIGATIONS - GENERAL CONDITIONS

In addition to the other obligations assumed under this Agreement, **CONTRACTOR** shall:

1. Indicate, at the time of signing the Agreement, an agent and alternate to be their representatives in the execution of the Agreement. These should act, among other activities, as a contact between the **COPEL** and the **CONTRACTOR**.
2. Submit, together with the tax document, the following clearance certificates or clearance certificates:
 - VIII. Proof of regularity with Social Security, through the Certificate of Debts Relating to Federal Tax Credits and Active Federal Debt - (CND or CPD-EN)
 - Proof of regularity with the Severance Indemnity Fund for Employees - FGTS through the FGTS Regularity Certificate (CRF);
 - Proof of labor regularity through the Labor Debt Clearance Certificate - (CNDT).
3. Keep, throughout the implementation of the Agreement, all eligibility and classification conditions required in the bidding process;
4. Take responsibility for the good behavior and acts performed by its personnel, on the premises of the **COPEL** and/or at the place of provision of the services, undertaking to replace or remove, immediately, any employee



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due to poor quality of services or for other just reason, at the discretion of **COPEL**.

- 4.1. Any replacement under the terms of the item above will not imply any additional burden for the **COPEL**, the **CONTRACTOR** being liable for any labor or social security charges or responsibilities related to replaced or dismissed employees.
5. Compensate for any material and/or personal damage caused to the **COPEL** or to third parties, at the time of execution or as a result of the services contracted herein, as well as any burden arising from administrative or judicial proceedings, including those of a labor and social security nature.
6. Communicate immediately to **COPEL** any and all occurrences that generate negative impacts on the Company, taking all possible measures to repair the generated impacts.
7. Communicate to **COPEL** the citations and notices of infraction received due to the execution of this Agreement, without the transfer of any responsibility to **COPEL**.
8. Establish and/or inform the respective reporting channels, whether own or public, regarding any forms of violation of social and environmental responsibility, in the work environment and in its area of influence. The channels must be legitimate, accessible, predictable, equitable, transparent, compatible with the contexts involved and widely publicized.
9. Participate in alignment meetings and other commitments of the Open Innovation Program at the premises of **COPEL** or by virtual means, as determined by **COPEL**.
10. Perform the proofs of concept - PoCs with human, technical and equipment resources, allocating teams made up of specialized professionals that are necessary to meet the subject-matter of the contract and the needs identified for the execution of each PoC, taking advantage of the support of the tutors of the **COPEL** and the support of the advisory contracted for the Open Innovation Program, ensuring good use of the financial funds received;
11. Present the financial statements of all items that make up the Proof of Concept – PoC, as well as issue an appropriate fiscal document (Invoice). When it comes to *startup* headquartered abroad, issue an invoice or equivalent document;
12. Participate in the final stage by presenting documented evidence that its product or service can be successful in the real application environment considering the business context of **COPEL**.
13. Identify **COPEL** logos in all the material produced, following the standard defined by the **CONTRACTOR**.
14. Under no circumstances do not broadcast publicity of any kind about what the subject-matter of the Agreement refers to without the consent of **COPEL**;
 - 14.1. Any advertising placement, even if related to the subject-matter of this agreement, must be by mutual agreement between the parties.
15. **CONTRACTOR** may not use, due to copyright, under any circumstances, images, films, illustrations authored by third parties;

Sole Paragraph: **CONTRACTOR** declares to have full knowledge of the services to be performed, and therefore, no further complaints regarding their conditions are accepted.

CLÁUSULA XVII. COPEL'S OBLIGATIONS

In addition to the other obligations assumed under this Agreement, **COPEL** shall:



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1. Clarify to **CONTRACTOR** any and all doubts, in a timely manner, regarding the provision of the services.
2. Provide, at any time and as quickly as possible, upon written request from the **CONTRACTOR**, additional information, resolve doubts and provide guidance in all omitted cases.
3. Keep, always in writing, agreements about services with the **CONTRACTOR**, except in cases determined by urgency, whose verbal understandings must be confirmed in writing, within a maximum period of three (3) business days.
4. Provide expert advice on innovation to support, clarify, support decisions, prepare for presentations and collaborate in the construction of monthly reports and final report, in addition to other activities relevant to COPEL VOLT, regarding the participation of *STARTUPS*.

CLÁUSULA XVIII. PRIVACY AND PROTECTION OF PERSONAL DATA

COPEL and the **CONTRACTOR** shall comply with the obligations and requirements of the legislation for the protection of information related to the identified or identifiable natural person (“Personal Data”) in force, including, but not limited to Law No. 13709, of August 14, 2018 (“General Law on Personal Data Protection - LGPD”), Law No. 12965, of April 23, 2014 (“Internet Civil Benchmark”), Law No. 8078, of September 11, 1990 (“Defense Code of the Consumer”), Complementary Law No. 166, of April 8, 2019 (“Positive Registration Law”), Law No. 12527, of November 18, 2011 (“Access to Information Law”) and Decree No. 7962, of March 15, 2013 (“Electronic Commerce Decree”), as applicable;

1. In addition to these obligations, the **CONTRACTOR** shall also:
 - a) Refrain from taking any actions or omissions that may result in any way in breach of Personal Data Protection Legislation;
 - b) Take all measures reasonably necessary to maintain compliance with the Personal Data Protection Legislation;
 - c) Ensure that any activity performed using Personal Data, such as those relating to the collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, elimination, evaluation or control of information, modification, communication, transfer, dissemination or extraction (“Processing”) resulting from the subject-matter of this Agreement, as well as the use and marketing of such data, and the measures adopted for privacy and security are in accordance with the Personal Data Protection Legislation and are consistent with the Privacy policies of the **COPEL** and with the LGPD Policy, as provided on its website (www.copel.com), which may be updated at any time, aiming at compliance with Brazilian and international law for the protection of personal data;
 - d) Not to carry out any Processing of Personal Data, resulting from the execution of the Agreement, without falling within one of the legal bases set forth in art.
 - e) Adopt appropriate technical and organizational measures to ensure the security of Personal Data;
 - f) Only perform the Processing of Personal Data as a result of this Agreement for the purpose of complying with the respective contractual obligations;
 - g) Not allow or facilitate the Processing of Personal Data by third parties for any purpose other than the fulfillment of their respective contractual obligations;
 - h) **CONTRACTOR** may not subcontract any of its Personal Data Processing activities, under the terms of this Agreement, without the prior and express consent of **COPEL**. If there is subcontracting, the



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CONTRACTOR must enter into a written agreement with the **SUBCONTRACTOR** containing the same obligations with regard to the Protection of Personal Data set forth in this Agreement. In case of non-compliance by **SUBCONTRACTOR** of the obligations regarding the Protection of Personal Data incumbent upon it under the terms of the aforementioned written agreement, the **CONTRACTOR** remains fully accountable to **COPEL** for the fulfillment of these obligations;

- i) Communicate **COPEL** immediately within a period not exceeding 24 (twenty-four) hours in the event of incidents and/or leaks involving data resulting from the processing of Personal Data obtained for the execution of this Agreement.
2. **COPEL** and the **CONTRACTOR** hereby agree that the non-compliance by one of the Parties with any Personal Data Protection Legislation, with **COPEL**'s policies or with the provisions contained in this Clause shall generate an obligation of the guilty Party to indemnify, defend and maintain it exempt (s) the other Party(ies) and its affiliated entities, directors, directors, executives and employees of and against all liabilities, losses, damages, losses, costs, expenses, actions, lawsuits, demands, fines and penalties arising from the non-compliance, by one of the Parties, with its obligations, representations and warranties provided for in this Clause, and any limitation of liability eventually agreed in this Agreement shall apply to indemnities for non-compliance with the obligations of this Clause.

CLÁUSULA XIX. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

CONTRACTOR shall comply with the Principles of the Global Compact (available at www.pactoglobal.org.br and in the **COPEL** Supplier Manual), the guidelines of the Universal Statement of Human Rights, and the Principles of **COPEL**'s Sustainability Policy, (available at www.copel.com/hpcopel/sustentabilidade), ensuring that its activities comply with the documents mentioned herein, as per the items below.

1. SOCIAL RESPONSIBILITY:

- 1.1. Not allow the practice of work analogous to slavery or any other form of illegal work, and make efforts with its suppliers, so that they also commit in the same direction, including the obligations expressed in the commitment to combat slavery promoted by Secretariat of Labor of the Ministry of Economy.
- 1.2. Do not employ persons under the age of 18 for night, dangerous or unhealthy work, and under the age of sixteen for any work, except as an apprentice, from the age of fourteen onwards.
- 1.3. Do not allow the sexual exploitation of children and adolescents in its area of influence.
- 1.4. Do not allow moral and/or sexual harassment in the workplace, as well as discrimination with regard to sex, gender, origin, race, color, physical condition, health, religion, marital status, age, family status, pregnancy status, sexual orientation, or any other forms of discrimination, making efforts in this regard with its suppliers, and disclosing the channels of complaint, whether own or public.
- 1.5. Ensure safety and dignity to its employees, linked to the execution of this contract, with regard to basic sanitation, hygiene, transport, food and accommodation.

2. ENVIRONMENTAL RESPONSIBILITY

- 2.1. Protect and preserve the environment and prevent and eradicate practices that are harmful to it, carrying out its activities in compliance with legislation and rules, issued by the federal, state and municipal spheres, including, but not limited to, compliance with Law 6938/81 (National Environmental Policy) and Law 9605/98 (Environmental Crimes Law), making efforts in this regard with its suppliers.



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- 2.2. Comply with Federal Law No. 12305, of August 3, 2010 and **Federal Decree No. 7404 of December 23, 2010**, regarding the correct management (generation, segregation, handling, storage, transport and destination) of solid waste arising from its activities.

CLÁUSULA XX. ETHICS AND INTEGRITY

CONTRACTOR shall meet, during the term of this Agreement, the provisions of Law 12846/2013 (Anti-Corruption Law), as well as Decree No. 10271/2014, of the State of Paraná, which regulated such Law.

1. **CONTRACTOR** shall know the ethical principles and commitments defined in the Code of Conduct of **COPEL** - available on the website (www.copel.com). Thus, **CONTRACTOR** shall not be liable for any subsequent complaints regarding the sanctions applied due to non-compliance with the aforementioned Code and legal provisions contained in Law 12846/2013.
2. **CONTRACTOR**, without excluding the duty of **COPEL**, shall monitor compliance with this Clause, instructing and informing all those who act on its behalf, for the execution of this Agreement, aiming at the prevention, detection and combat of harmful acts.
3. If requested, **CONTRACTOR** must answer the Integrity Questionnaire to be made available by **COPEL** and return within a maximum period of thirty (30) days.
4. **CONTRACTOR** shall immediately report the practice of irregularities of which it becomes aware, through the reporting channels available at **COPEL**:
 - a) 0800 643 5665 - telephone for the Complaint Channel;
 - b) <https://www.conformidade.com.br/CanalCopel/>

CLÁUSULA XXI. INSPECTION

COPEL will inspect the contracted services, verifying the correct execution of the works, and may reject, in whole or in part, the services deemed unsatisfactory or that do not meet the requirements specified in the Agreement.

1. The inspection may recommend the application of contractual administrative sanctions, require measures that may be necessary and/or embargo services with imminent risks, and the **CONTRACTOR** shall provide for the immediate elimination of failures or shortages, without any burden to the **COPEL**.
2. **CONTRACTOR** shall facilitate in all aspects the action of the inspection, complying with its recommendations.
3. The inspection will be carried out in the exclusive interest of **COPEL** and does not exclude or reduce the liability of the **CONTRACTOR**, including before third parties, for any damage resulting from irregularity or poor performance and, in the event of such cases, does not imply co-responsibility of the **COPEL** or from their representatives.
4. During the term of the Agreement, the **CONTRACTOR** shall allow **COPEL** oversee the fulfillment of contractual obligations, being able to visit any of its facilities.

CLÁUSULA XXII. MANAGEMENT

The management of this Agreement shall be the responsibility of the employees formally appointed for such purpose.

CLÁUSULA XXIII. ADMINISTRATIVE SANCTIONS

Failure to comply with the obligations assumed in this Agreement, ensuring the full defense and the adversary



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system, shall subject the **CONTRACTOR** to the following administrative sanctions:

1. Warning, in writing, for non-compliance with an obligation of low impact to the performance of the Agreement, which does not cause material damage to **COPEL**, the environment or third parties.
2. Agreement Fines as follows:
 - 2.1. Fines for non-compliance with the SLA described in Annex II, as follows:
 - a. For each situation represented by the breach of level 1 SLA, a penalty relating to zero point zero five percent (0.05%) of the overall contract value shall be applied;
 - b. For each situation represented by the breach of level 2 SLA penalty relating to zero point zero fifteen percent (0.15%) of the overall contract value shall be applied;
 - c. For each situation represented by the breach of level 3 SLA, a penalty relating to zero point zero forty-five percent (0.45%) of the overall contract value shall be applied;
 - 2.2. Fine of zero point two percent (0.2%) on the estimated lump sum value of the Agreement, per day of delay in presenting the Tax and Labor Regularity Certificates, limited to five percent (5%).
 - 2.3. Fine of two percent (2%) on the estimated Global Value of the Agreement, for non-compliance with Clause XVIII “Privacy and Protection of Personal Data”, notwithstanding the liability provided for in item 18.2 of such Clause.
 - 2.4. Fine of twenty percent (20%) on the remaining balance of the Agreement for partial non-performance of the subject-matter.
 - 2.5. Fine of twenty percent (20%) on the estimated lump sum value of the Agreement for the total non-performance of the subject-matter.
 - 2.6. Fine of five percent (5%) on the estimated lump sum value of the Agreement, as a result of contract termination motivated by the **CONTRACTOR**.
 - 2.7. Fine of twenty percent (20%) on the estimated lump sum value of the Agreement in case of submission of a false document or declaration.
 - 2.8. Fine of five percent (5%) on the estimated lump sum value of the Agreement, as a result of non-compliance with any of the other obligations assumed, including the non-compliance with any items described in Annex I (COPEL VOLT Challenge List), or, by recurrences in the application of warnings.
 - 2.9. Fine of five percent (5%) of the estimated lump sum value of the Agreement, for the filing of merely procrastinating appeals.
3. Temporary suspension of participation in bidding and impediment from contracting with Group companies **COPEL** its wholly-owned and controlled subsidiaries for a period of up to two (2) years, for breach of contractual obligations that has serious consequences or significant impact on **COPEL**, its wholly-owned and controlled subsidiaries or to the public interest.

§1º The fine may be deducted from payments eventually due by **COPEL** or, as the case may be, charged in court or even be offset with existing credits in **COPEL** in favor of the **CONTRACTOR**, arising from any other contracts signed between the parties, applying the compensation provided for in Article 368 et seq. of the Civil Code.



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§2° The fine applied will be subject to notification.

§3° The reasons for acts of God or force majeure must be duly communicated to the **COPEL** and proven within five (5) days of its occurrence, so that they can be analyzed and considered valid, at the discretion of **COPEL**.

§4° The fines provided for in this Agreement are independent of each other, and may be applied individually or cumulatively, but their total is limited to forty percent (40%) of the total value of this Agreement.

§5° The application of penalties to the **CONTRACTOR** by competent external bodies, relating to the execution of the subject-matter of this agreement, may give rise to the adoption of measures by the **COPEL**, including the termination of the agreement.

§6° The fines defined in this Clause shall apply regardless of the liability of the **CONTRACTOR** for any direct, indirect and/or excess damages, pursuant to article 416, sole paragraph, of the Civil Code, the amount shall be determined in a separate legal proceeding and in the appropriate procedural stage, if there is no consensus between the parties.

§7° The sanctions applied will be noted in the registration record of **COPEL**, influencing future qualifications with the aforementioned registry and the judgment of possible new sanctions.

CLÁUSULA XXIV. CONFIDENTIALITY

CONTRACTOR shall maintain confidentiality, as well as not to disclose to third parties in any form, or to use for other purposes than for the purposes of this Agreement, the information exchanged with the **COPEL**, hereinafter referred to as “Confidential Information”, except for what is part of the interface with Companies, Entities, Institutions or Official Control Bodies, which must be consulted, activated or met.

1. The availability of Confidential Information, when requested by judicial authorities or by any other competent authority, or when these come from public knowledge, will not create an infringement of the duty of confidentiality.
2. The obligation not to disclose Confidential Information to third parties extends to employees and other persons, individuals or legal entities, who maintain a commercial, labor relationship, or any other type of relationship with the **CONTRACTOR**, which is liable for ensuring compliance with this obligation.

CLÁUSULA XXV. AMENDMENTS TO THE ARTICLES OF ASSOCIATION

The Agreement may be amended by agreement between the parties pursuant to art. 81 of Law 13303/2016 and in accordance with the Internal Regulation of Bidding and Contracts of **COPEL**.

CLÁUSULA XXVI. TERMINATION

1. The Agreement may be terminated in the cases provided for in **COPEL**'s Internal Regulation for Biddings and Contracts and in accordance with Complementary Law 182/2021;
 - 1.1. The Agreement may also be terminated by **COPEL** in the following events:
 - a. If **COPEL** does not agree with the Disbursement and Deliveries Plan and there is no agreement between **CONTRACTOR** and **COPEL**;
 - b. If **COPEL** does not agree with the detailed monthly delivery schedule and there is no agreement between **CONTRACTOR** and **COPEL**.



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2. In the event of termination of the Agreement, in any of the cases provided for, **COPEL** shall pay the **CONTRACTOR** only the values of the services performed and accepted up to the date of termination, subject to the right of **COPEL** to deduct amounts resulting from fines and/or damages incurred by the **CONTRACTOR**.

CLÁUSULA XXVII. COURT JURISDICTION

The parties elect the Central Court of the Curitiba, Capital of the State of Paraná, to settle the issues arising from this Agreement, and the Parties waive any other, however privileged it may be.

In witness thereof, the parties, through their legal representatives, sign this Agreement.

COPEL Full name

CONTRACTOR Full name

ANEXO V. LETTER TO APPOINT THE REPRESENTATIVE OF THE CONTRACTED COMPANY

(Company letterhead)

Place, Day / Month / Year

COMPANHIA PARANAENSE DE ENERGIA - COPEL

COPEL Holding

Attention to: _____

Rua _____

ZIP CODE – City/State

REF. : ASSINGMENT OF THE REPRESENTATIVE OF THE AGREEMENT

Pursuant to the provisions of Item 10.3.2 of the Internal Regulations for Biddings and Contracts, in compliance with Federal Law No. 13303/2016, we hereby inform that we have appointed the following responsible persons to represent this Company in the execution of the COPEL Agreement _____ No. _____:

Holder:

(name and ID)

(Phone and email)

Alternate:

(name and ID)

(Phone and email)

We clarify that, in accordance with the aforementioned law, the appointed representative shall always be present at the construction site or the facility where the services will be provided, if deemed necessary by the parties due to the characteristics of the subject-matter of the Agreement.

If there is no manifestation within three (3) business days from the date of the receipt protocol attached to this document, the indication shall be considered accepted by COPEL.

Sincerely,



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(Signature)

(NAME OF THE COMPANY'S LEGAL REPRESENTATIVE)

NOTE: This letter shall be presented together with an original copy of the Agreement, upon signature.

ANEXO VI. STATEMENT OF COMPLIANCE WITH CONTRACTING CONDITIONS WITH THE PUBLIC ADMINISTRATION

....., CNPJ No., through its undersigned legal representative, DECLARES, under legal penalties, for the purpose of participating in the COPEL Special Bidding 001/2021....., that:

1. the documents presented are originals or real copies thereof, under penalty of disqualification, notwithstanding criminal, civil and administrative liability;
2. the documents that make up the Notice were made available and it became aware of all the information, local conditions and degree of difficulty to comply with the subject-matter;
3. accepts to participate in this bidding under the conditions set forth in the Notice and, if becomes the winner, assumes full responsibility for providing its subject-matter;
4. is not declared unfit to bidding or contract with Public Administration bodies;
5. fully complies with all the qualification requirements of this bidding and there is no impeditive fact for such;
6. has no convictions in civil or criminal proceedings due to acts of administrative improbity; and
7. is not suspended or prevented from bidding or contracting with COPEL, its subsidiaries and controlled companies, as a result of the provisions of article 38 of Federal Law No. 13303 of June 30, 2016.

Place, Day / Month / Year

(Signature)

Name and Position of the Representative

(Name of bidder in the absence of letterhead)

ANEXO VII. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY STATEMENT

(Company) registered with the CNPJ No., by intermediation of its member, owner or director,
....., bearer of Identity Card No. ... and CPF No.

HEREBY STATE:

1. for the purposes of the provisions of item XXXIII of art. 7 of the Federal Constitution, which does not employ persons under the age of eighteen in night, dangerous or unhealthy work and does not employ persons under the age of sixteen for any job, except as an apprentice, from the age of fourteen onwards;
2. which does not practice labor relationship characterizing forced labor or labor analogous to slavery, as provided for in Laws No. 9777, of December 30, 1998, No. 10803, of December 11, 2003 and Federal Complementary Law No. 75, of May 20, 1993;



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3. which respects Human Rights and does not allow any form of discrimination, meeting labor obligations and ensuring decent working conditions for employees; and
4. which does not adopt practices harmful to the environment, carrying out its activities in compliance with legal, normative and administrative acts related to environmental areas, emanating from the federal, state and municipal spheres, including, but not limited to, compliance with Law No. 6938 , of August 1981 (National Policy on the Environment) and Law No. 12305, of August 2, 2010 (National Policy on Solid Waste).

Place, Day / Month / Year

(Signature)

Name and Position of the Representative

(Name of bidder in the absence of letterhead)

ANEXO VIII. TABLE OF ADDITIONAL INFORMATION REQUIRED FOR INVOICES

Important: the differentiation between uppercase, lowercase, accents and special characters must be respected as pointed out in the standard format, otherwise data reading will not be possible.

INFORMATION	WHEN TO INFORM	ORIENTATION	STANDARD FORMAT
National Register of Construction Works - CNO	When it is a civil construction work (art. 2 of IN SRF 1.845/2018, and Annex VII of IN 971/2009). Note: the cases provided for in art. 4 of IN SRF 1845/2018 are exempted from being registered at CNO.	The number of the National Register of Construction Works preceded by the prefix "CNO=" must be informed. Do not use spaces.	CNO=XXXXXXXXXX Example: CNO=094750984
Judicial Proceedings	When the Contractor has a court decision granting it the right to suspend the enforceability of withholding the social security contribution (INSS).	The number of the legal proceeding must be informed preceded by the prefix "PROC_JUD=". * Do not use spaces.	PROC_JUD=XXXXXX Example: PROC_JUD=50575417820154047000
Purchase Order(s) and Item(s)	When the invoice is linked to a contract with COPEL. The contract manager or inspector must provide the Contractor with this information	The number(s) of the Purchase Order(s) and the respective Item(s) must be informed, preceded by the prefix "PED_IT=". * The order number is always ten digits long and	PED_IT=450XXXXXXXXX [xx-xx;x;xx-xx]/450XXXXXXXX[x;x;x-xx]... Example (a): PED_IT=4501414414[5]



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INFORMATION	WHEN TO INFORM	ORIENTATION	STANDARD FORMAT
		<p>starts with “450”.</p> <p>* There will be cases in which the following should be informed:</p> <p>a) 1 order and 1 item;</p> <p>b) 1 order and more than 1 item;</p> <p>c) More than one order and more than one item.</p> <p>* When there is more than one order, use the slash character (/) as a separator, do not use spaces.</p> <p>* When there is more than one item, use the semicolon (;) character as a separator and the dash (-) character as a range, do not use spaces.</p>	<p>Example (b): PED_IT=4501414414[5;6]</p> <p>Example (c): PED_IT=4501414414[5;6]/4501417799[10-50]/4501417766[1;5;8]</p>
INSS reduced base	When there is a legal provision allowing the possibility of reducing the INSS tax base (with material/equipment values and other allowed deductions).	<p>The value of the INSS reduced base must be informed, preceded by the prefix “BASE_REDUZIDA_INSS=”</p> <p>The value must be informed without the thousands separator. Inform only numbers with the comma separator (,) for decimal places, do not use spaces.</p>	<p>BASE_RED_INSS=XXX,XX</p> <p>Example: BASE_RED_INSS=20458.50</p>
Material applied for INSS deduction purposes	When the reduction of the calculation basis of the social security contribution with amounts of materials/equipment is applied, as permitted by law.	<p>The amount applied to materials and/or equipment to reduce the INSS base must be informed, preceded by the prefix “MATERIAL/EQUIPAMENTO=”</p>	<p>MAT_EQUIP=XXX,XX</p> <p>Example: MAT_EQUIP=1375,82</p>



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INFORMATION	WHEN TO INFORM	ORIENTATION	STANDARD FORMAT
		The value must be informed without the thousands separator. Inform only numbers with the comma separator (,) for decimal places, do not use spaces.	
BENEFIT applied for INSS deduction purposes – Meal Voucher	In the case of labor supply and there is the provision of installments corresponding to the cost of fresh food provided by the Contractor and, from November 11, 2017, to the cost of meal voucher, provided that this is not Paid in cash.	The amount applied in meal vouchers to reduce the INSS base must be informed, preceded by the prefix “VL_REF =” The value must be informed without the thousands separator. Inform only numbers with the comma separator (,) for decimal places, do not use spaces.	VL_REF=XXX,XX Example: VL_REF=857,11
Benefit applied for INSS deduction purposes – Transport Voucher	In the case of labor supply and transportation vouchers are provided, in accordance with specific law.	The amount applied in transportation vouchers for the reduction of the INSS base must be informed, preceded by the prefix “VL_TRNSP =” The value must be informed without the thousands separator. Inform only numbers with the comma separator (,) for decimal places, do not use spaces.	VL_TRNSP=XXX,XX Example: VL_TRNSP =315,00
Municipality of Service Provision	In all cases.	The city code must be informed as published by IBGE preceded by the prefix “MUN_PREST=” Do not use spaces. The code can be found on the website:	MUN_PREST=XXXXX XX Example (Curitiba): MUN_PREST=4106902



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INFORMATION	WHEN TO INFORM	ORIENTATION	STANDARD FORMAT
		< https://www.ibge.gov.br/explica/codigos-dos-municipios.php >	
Service code	When the municipality of the invoice issuer has its own services codification, different from the List of services annexed to Complementary Law No. 116, of July 31, 2003.	<p>The service code corresponding to the service provided in accordance with LC116 must be informed, preceded by the prefix “SERV_LC116=”</p> <p>Do not use spaces.</p> <p>For example: The “Demolition Service” in the São Paulo City Hall’s own table is coded with “1058” whose corresponding in LC116 is “7.04”.</p> <p>The code can be found on the website: <http://www.planalto.gov.br/ccivil_03/leis/lcp/lcp116.htm></p>	<p>SERV_LC116=XX.XX</p> <p>Example: SERV_LC116=7.04</p>

ANEXO IX. DISBURSEMENT PLAN TEMPLATE

Item	Description	Quantity	Justification	Unit Value (In BRL)	Total amount in BRL
TOTAL DISBURSEMENT					

Special Bidding COPEL 001/2021



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Nothing else was contained in said original, which I return with this faithful translation. In witness whereof, I have hereunto set my hand and seal of office. August 20, 2021.

Emoluments according to the law.

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