



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

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

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

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TRANSLATION No. 109994

BOOK No. 297

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:

[Logo of COPEL – Companhia Paranaense de Energia]	[Coat of Arms of the State of Paraná] PARANÁ STATE GOVERNMENT	[It bears stamp: INTEGRATED STATE PROTOCOL - Page 120-160 – Mov. 13]
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COPEL NOTICE LE 001/2022.

SPECIAL BIDDING GOVERNED BY COMPLEMENTARY LAW No. 182, OF JUNE 1, 2021.

COMPANHIA PARANAENSE DE ENERGIA - COPEL (HOLDING), enrolled with CNPJ [National Corporate Taxpayer's Registry] no. 76.483.817/0001-20, with its headquarters at Rua José Izidoro Biazetto, 158, hereinafter simply referred to as COPEL, through the Generation and Transmission Administrative-Financial Superintendence, makes public the Special Bidding Notice governed by Complementary Law no. 182, of June 1, 2021.

This bidding shall be governed by this Notice with all its attachments and documents mentioned therein, by Complementary Law No. 182/2021, by Federal Law No. 13.303/2016, by COPEL's Internal Regulations for Bidding and Contracts and by COPEL's Code of Conduct (the latter available on the website www.copel.com) and other applicable legislation.

The following attachments are an integral part of this Notice:-

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

1 PURPOSE.

1.1 Hiring startups, for demonstration in conditions representative of the real application environment (Proof of Concept - PoC), of innovative solutions, with potential to meet the challenges of COPEL VOLT, detailed in Attachment I (List of COPEL VOLT Challenges).

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

2 DEFINITIONS.

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

2.1 **Bootcamp**: period of immersion of the startup for dynamic training and interactions with the Company's technical team, aiming at improving the project and the proposed business model to COPEL's specificities.

2.2 **COPEL VOLT**: COPEL Open Innovation Program.

2.3 **Demo Day**: is the final event of the program, in which the startups that developed the Proofs of Concept



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BOOK No. 297

PAGE No. 001

(PoCs) with COPEL will publicly present what was developed and the results achieved.

2.4 **Challenges:** under this program, technological, market, organizational, or cultural barriers are understood to be barriers that are intended to be overcome with innovative solutions.

2.5 **Pitch Day:** is a dynamic to promote the encounter between startups and COPEL. In it, entrepreneurs present their ideas using pitch, a form of presenting a project, which usually lasts 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 that are suitable for the scalability phase, that is, that can be marketed widely.

2.7 **Proof of Concept (PoC):** is the name given to the practical demonstration that aims to validate an idea or concept.

2.8 **Startup in Operation Phase:** a startup that has already validated products or services that can be marketed and is ready to expand its market.

2.9 **Startup:** as defined in art. 4 of Complementary Law No. 182/2021, startups are classified as business or corporate organizations, nascent or in recent operation, whose performance is characterized by innovation applied to the business model or the products or services offered.

3 PARTICIPATION.

3.1 Companies classified as startups, in the terms of art. 4 of Complementary Law 182/2021, that meet all the requirements contained in the notice and its attachments may participate in this bidding.

3.2 In addition to the above conditions, 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, consultancies, software houses, and traditional companies will not be accepted;-
- b) Startups with validated product or with delivery already established in the market;-
- c) Startups must own the copyright and related rights to the solutions they present;-
- d) National or international startups, based or not in Brazil:-

d.1) In the case of a startup headquartered abroad, everything should seek similarity to what is required of national startups, except in the case of impossibility due to legal divergence or nonexistence of such similarity, in this case, being subject to due diligence analysis of the feasibility of participation.

3.3 Consortia are not allowed;-

3.4 The following company is prevented from participating in bids and from being contracted by COPEL, including its wholly owned subsidiaries and controlled companies:-

- a) suspended from registration or from the right to participate in bids and to contract with the abovementioned companies of the COPEL group;-
- b) declared ineligible by the Federal Government, by the State, by the Federal District, while the effects of the sanction last, with registration in the National Registry of Ineligible and Suspended Companies - CEIS and/or in the State Registry of Materials and Services Management - GMS;-
- c) whose manager or partner holding more than 5% (five percent) of the capital stock is an officer or employee of COPEL, or of its wholly-owned subsidiaries or controlled companies;-
- d) constituted by a manager and/or partner of a company that is suspended, impeded, or declared ineligible;-
- e) whose manager is a partner of a company that has been suspended, impeded, or declared ineligible;-



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PAGE No. 001

- f) formed by a partner who was a partner or manager of a company that was suspended, impeded, or declared ineligible, during the period of the facts that gave rise to the sanction;-
- g) whose manager was a partner or manager of a company suspended, impeded, or declared ineligible, during the period of the facts that gave rise to the sanction;-
- h) that has, in its board of directors, a person who has participated, due to ties of the same nature, in a company declared to be ineligible; and-
- i) whose establishments belong to the same legal entity, be it a parent company, subsidiary or branch office.

3.5 The prohibition foreseen in subitem 3.4 also applies:-

3.5.1. to the hiring of the employee or manager himself/herself, as an individual, as well as his/her participation in the Call for Proposals, as a participating company;-

3.5.2. to anyone who is related, up to the third civil degree, to:-

- a) Directors and members of the Board of Directors of COPEL, its wholly-owned subsidiaries or controlled companies;-
- b) Employee of COPEL or of its wholly-owned subsidiaries or controlled companies whose duties involve acting in the area responsible for the bidding or contracting;-
- c) Governor, Vice-Governor, and Secretaries of the Paraná State Government, as well as authorities equivalent to them.

3.5.3. Company whose owner, even as a partner, has terminated his or her term of management or severed his or her relationship with COPEL or its wholly-owned subsidiaries or controlled companies, less than 6 (six) months ago.

3.6 By participating in the bidding, the startup is aware that the personal data that may be contained in the documents presented or originated from the bidding will be subject to publication on COPEL's website, in compliance with the transparency law, and that they will also appear in the Company's internal records for the pertinent holding period, for any consultations to the process that may be necessary.

4 AMENDMENTS, CLARIFICATIONS AND CHALLENGE.

4.1 Within 5 (five) business days before the date set for the competition to take place, any citizen is a legitimate party to:-

- a) request clarifications about the bidding, which should be answered in a timely manner by COPEL;-
- b) challenge the Notice.

4.2 Interested parties should write to COPEL, preferably at info@copelvolt.com, always referring to the identification number of this Notice LE 001/2022. The requests must be made prior to registration of the proposal on COPEL VOLT's landing page (<https://www.copelvolt.com>).

4.3 When making such requests, the interested party must clearly define and indicate the party to be clarified, company 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 reply to verbal requests.

4.5 Depending on the complexity of the request for clarification or challenge, the bidding may be postponed or suspended.



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BOOK No. 297

PAGE No. 001

4.6 Provided there is no change in the call for proposals that affects the preparation of proposals and there is a need for the bidding to be postponed, the new opening date shall be scheduled at least 2 (two) business days after the date of publication.

4.7 COPEL may issue amendments to the Notice and its attachments to review, amend and/or modify any of its parts.

4.8 Replies to clarifications will be communicated to all interested parties and become part of the call for proposals as an attachment.

4.9 The clarifications and amendments will be available on COPEL's website, and interested parties should periodically check their issue.

5 REGISTRATION AND SUBMISSION OF PROPOSALS.

5.1 The startups that wish to apply for this selection process must correctly complete the online application form available on the COPEL VOLT landing page (<https://www.copelvolt.com>).

5.1.1. The application period will be available on the COPEL VOLT landing page (<https://www.copelvolt.com>) and in the summary of the Notice published in the Official Gazette of the State of Paraná-DIOE and on COPEL's website (www.copel.com).

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 include at least one of the challenges described in the COPEL VOLT CHALLENGES LIST (Attachment I).

5.4 Eventual interested parties should be aware that the participation in this process does not create any relationship or obligation between the parties.

5.5 The participating company should be aware that the CNPJ to be used for participation in this bidding must be the same as that used in the other qualification documents that may be required in any future contract for the object of this Notice (except for the qualification documents issued for the CNPJ of the parent company and extended to its subsidiaries).

5.6 COPEL reserves the right to perform diligence, in which it may request the submission of missing or complementary documents or the correction of documents submitted, analyze technical, environmental, legal, and economic-financial aspects, as well as compliance, with respect to the companies that present themselves as interested in this bidding, obliging them to provide access to their facilities and necessary information.

6 ASSESSMENT CRITERIA AND PHASES.

The assessment criteria of the proposals will be of an eliminatory and classifying character.

6.1 Initial phase and elimination criteria:-

6.1.1 The startup must present an adequate proposal aligned with the solution, with the challenges described in the COPEL VOLT CHALLENGES LIST (Attachment I);-

6.1.2 The startup must meet the definitions of art. 4 of Complementary Law 182/2021, according to item 7 of this notice;-

6.1.3 The startup must attach all the documents required in the registration form, in addition to stating that it undertakes to submit the documents listed in item 7 of this notice, within 3 (three) business days, in case the startup is selected for the BOOTCAMP Phase or Hiring 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 phase of the bid;-



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PAGE No. 001

6.1.5 Startups will be accepted only in operation phase or higher;-

6.1.6 At any time, the startup that presents inadequate financial proposal regarding the needs and costs of the PoCs, evidently showing profit generation, monthly management fee withdrawals or withdrawals of any other nature that are not exclusively necessary for the technical execution of the Proof of Concept, besides evident lack of commitment to the truth, will be liable to elimination; E.g. In the demonstration, a machine is indicated that costs R\$15,000.00, and the same machine can easily be found on the Internet for R\$2,000.00.

6.2 Phases and classification criteria-

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

6.2.1 Assessment criteria-

6.2.1.1 Adherence of the proposal to the challenges-

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

6.2.1.2 Proposal suitability-

- a) Clarity in detailing the scope of the proposal for the conduction of the tests, considering the objective, stages, and application of available resources;-
- b) Economic feasibility of the proposal, considering the financial resources available for execution of the contracts. (According to Complementary Law 182/2021);-
- c) Potential for the proposed solution to solve the problem, and if so, of the likely savings to the public administration. (According to Complementary Law 182/2021).

6.2.1.3 Execution capacity-

- a) Capacity of the startup to execute the Proof of Concept, considering its own team, equipment, and infrastructure, not limited to these items;-
- b) Ability of the startup to conduct and drive business based on the proposal presented to the program.

6.2.1.4 Level of maturity-

- a) Degree of maturity of the startup considering market aspects and experience in the sector where the proposal presented applies;-
- 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 Team composition and quality-

- a) Technical know-how, level of dedication, and experience of the team to deliver the solution;-
- b) Team dedicated to the program is diverse, with different skill sets.

6.2.1.6 Previous experience with companies and Scalability-

- a) Experience working with other companies, especially those of similar or greater size than COPEL;-



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PAGE No. 001

b) Ability to scale your 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 the startup's interest in forming some kind of business partnership of any nature with COPEL, whether as a supplier, commercial or even corporate partnership.

6.2.2 General Qualifying Phase-

The startups in this phase will be analyzed and classified, solely and exclusively, according to the information provided by the startups themselves in the registration form.

a) In this phase, 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 suitability	0 - 10
3	Execution capacity	0 - 10
4	Level of maturity	0 - 10
5	Team composition and quality	0 - 10
6	Previous experience with companies and scalability	0 - 10

b) The PRELIMINARY FINAL SCORE for each ranked proposal will be given by the average of the scores for each criterion;-

c) If the startup receives a "zero" score on any of the items, it will be automatically excluded from the process;-

d) In case of a tie, the tie will be broken based on the scores of the following criteria:-

- Adherence of the proposal to the challenges;-
- Level of maturity;-
- Execution capacity.

e) At the end of the general qualification phase, up to 30 startups with the highest score will be selected to participate in the PITCH DAY Phase.

6.2.3 PITCH DAY Phase

a) After the General Qualification Phase, the selected startups will present their solutions to the Special Evaluation and Judging Committee with the aim of increasing COPEL's knowledge about the startups and the proposed solutions;-

b) The startups will make a summary presentation of up to 5 (five) minutes, and there will be up to 10 (ten) minutes for questions and answers, at which time they will be evaluated again by the Special Evaluation and Judging Committee;-

c) The presentation (PDF) must be sent no later than 2 (two) business days before the presentation to the e-mail info@copelvolt.com;-

d) In this phase, 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 suitability	0 - 10
3	Execution capacity	0 - 10



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PAGE No. 001

4	Level of maturity	0 - 10
5	Team composition and quality	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 SCORE for each ranked proposal will be given by the average of the scores for each criterion. If the startup receives "zero" score on any of the items, it will be automatically excluded from the process;-

f) In case of a tie, the tie will be broken based on the scores of the following criteria:-

- Adherence of the proposal to the challenges.
- Execution capacity.
- Ability to generate new business with COPEL;-

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

6.2.4 BOOTCAMP Phase.

a) After qualifying in the PITCH DAY Phase, the startups will adapt their solutions or products to COPEL's business context. For this, they will have the support of COPEL's specialized mentors, as well as the support of consultants hired for the Open Innovation Program.

b) Once called to submit its proposal in the BOOTCAMP, the startup will have 3 (three) business days to submit the documents required in item 7 of this notice.

c) After the adaptation period, the startups will present their solutions to the Special Evaluation and Judging Committee with the aim of increasing COPEL's knowledge about their proposed solutions and the improvements and adaptations prepared for COPEL's business context.

d) The startups will make a summary presentation of up to 20 (twenty) minutes, and there will be up to 30 (thirty) minutes for questions and answers, at which time they will be evaluated again by the Special Evaluation and Judging Committee.

e) In this phase, 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 suitability	0 - 10
3	Execution capacity	0 - 10
4	Level of maturity	0 - 10
5	Team composition and quality	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 SCORE for each ranked proposal will be given by the average of the scores for each criterion. If the *startup* receives "zero" score on any of the items, it will be automatically excluded from the process;-

g) In case of a tie, the tie will be broken based on the scores of the following criteria:-

- Ability to generate new business with COPEL;-
- Level of maturity;-
- Execution capacity.



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PAGE No. 001

h) From the result of the BOOTCAMP Phase, up to 5 (five) best ranked startups will be selected for the qualification stage.

7 QUALIFICATION STAGE-

7.1 Those selected in the BOOTCAMP phase must present the required qualification documents. Failure to submit or to meet the requirements will mean that the candidate is not eligible, and will therefore be disqualified from the process.

7.1.1 Once summoned, the startup will have 3 (three) business days to submit the required documents.

7.1.2 In the case of a startup headquartered abroad, everything should seek similarity to what is required of national startups, except in the case of impossibility due to legal divergence or nonexistence of such similarity, in this case, being subject to due diligence analysis of the feasibility of participation.

7.2 DOCUMENTS REQUIRED:-

7.2.1 Legal Qualification for:-

- a) Individual Enterprise: registration at the Board of Trade.
- b) Individual Micro-entrepreneur: Certificate of the Status of Individual Micro-entrepreneur (CCMEI), in the form of CGSIM Resolution no. 16 of 2009, whose acceptance will be subject to verification of authenticity on the website www.portaldoempreendedor.gov.br.
- c) Corporations: registered articles of incorporation and minutes of the meeting that elected its current managers.
- d) Other Business Companies: articles of incorporation or bylaws, duly registered, as well as their amendments, or the last consolidated amendment to the Articles of Incorporation.
- e) Civil Society: registration of the articles of incorporation at the competent Commercial Registry, accompanied by proof of an acting board of directors.
- f) For companies headquartered abroad: document to prove its legal qualification, as well as its opening date.

7.2.2 Accounting Statements from the last calendar year, according to LC 182/2021, article 4, paragraph 1, item I, enforceable according to Law, not allowed to be replaced by trial balances or interim balance sheets, consisting of:-

- a) Balance Sheet; and-
- b) Profit and Loss Statement for the Year-

7.2.3 Declaration of inclusion in the Inova Simples special regime, if any;-

7.2.4 CNPJ Card, or equivalent for foreign companies;-

7.2.5 Negative certificates or clearance certificates with negative effects:-

- a) Proof of good standing with Social Security, by means of the Debt Certificate Relative to Federal Tax Credits and the Federal Outstanding Debt;-
- b) Proof of good standing with the Employee Severance Indemnity Fund (FGTS);-
- c) Proof that there are no unpaid debts before the Labor Court.
- d) Clearance certificate of bankruptcy, reorganization, or liquidation, in or out of court, issued by the distributor(s) of the location of the main establishment of the legal entity, or of the branch of the startup headquartered outside Brazil.

7.2.6 Declaration of Social and Environmental Responsibility according to attachment VII.

7.2.7 Declaration of Compliance with the Conditions for Contracting with the Public Administration according to attachment VI.



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BOOK No. 297

PAGE No. 001

8 REMARKS.

- a) In case the date or validity period of the document is not expressed, the period of 90 (ninety) days as of the date of its issue will be considered.
- b) Should COPEL find the absence of any regularity document (CLEARANCE CERTIFICATES), COPEL may attach the missing document to the process, as long as it can be issued via internet and at no cost to COPEL, and the occurrence must be recorded in the minutes.
- c) The documents must be scanned from the original or a certified copy.
- d) The originals or certified copies of the documents sent may be requested at any time by the Special Evaluation and Judging Committee, which must be delivered in person to the address listed in the Notice or, still, posted by mail, within 1 (one) business day from the request.
- e) The startup must submit all the documentation required in the Notice, being granted a period of 24 (twenty-four) hours, from the request of the Special Evaluation and Judging Committee, to complete any missing document from the proposal or qualification, except as provided in letter "b" of this item 7.3.

9 EVALUATION AND QUALIFICATION PROCEDURES.

- 9.1 The proposals will be evaluated and judged by a Special Evaluation and Judging Committee as provided in Article 13, paragraph 3 of Complementary Law 182/2021, respecting the rules set forth in the law and in this Notice;-
- 9.2 The startups that are qualified for the PITCH DAY Phase will be informed at least five (5) business days in advance of the date set for the presentations.
- 9.3 The startups that are qualified for the PITCH DAY Phase must send presentation material (PDF) up to 2 (two) days before the presentation to the e-mail info@copelvolt.com.
- 9.4 The date and time of proposal submission by the startups to the Special Evaluation and Judging Committee will be announced electronically to the e-mail address informed by the startup.
- 9.5 Failure of the startup to appear at the appointed date, time, and place, even if it is a remote presentation, disclosed pursuant to this Notice, will be considered as withdrawal of its participation in this selection process.
- 9.6 The burden is on the startup alone to keep its contact details informed in its Proposal up to date, for all intents and purposes, as well as any burden for submitting the proposal.
- 9.7 At any time, the qualified startups may be subject to diligence on the information submitted, of any nature whatsoever. If there is incompatibility between the proposal submitted and the findings of the due diligence, the startup will be disqualified, and the next startup may be called for the same evaluation.
- 9.8 In this Notice, up to 5 (five) Proofs of Concept are expected, consequently the selectable proposals are also limited to this number.

10 ANNOUNCEMENT OF THE FINAL CLASSIFICATION.

- 10.1 After the evaluation procedures and final decision of the Special Evaluation and Judgment Committee, COPEL will announce, on its website, the list of qualified startups, when any appeals will be allowed.
- 10.2 Appeals will have suspensive effect and should be directed to the signatory authorities of this Notice, provided they are filed within 5 (five) business days from the publication of the result on COPEL's website, under penalty of preclusion.
- 10.3 Once filed, the appeal will be communicated to the other companies, which may challenge it within 5 (five) business days. After this period, whether or not the appeal is challenged, the Special Evaluation and



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

Judging Committee may reconsider its decision or submit it, duly instructed, to the authority signatory of the Notice.

11 FORMALIZATION OF THE PUBLIC CONTRACT FOR INNOVATIVE SOLUTION (PoC).

11.1 After approval of the bidding result, the selected startups should sign a contract with COPEL for demonstration in conditions representative of the real application environment (Proof of Concept - PoC) of the innovative solution, according to the Contract Draft - Attachment IV. For this, COPEL will offer a financial subsidy, as follows:-

11.1.1 In order to generate financial conditions for the PoCs to be executed, COPEL will subsidize them in whole or in part up to the total budget limit of R\$1,800,000.00 (one million, eight hundred thousand reais), considering that such resource will be distributed for up to 5 (five) proofs of concept. Each PoC can have financial subsidies up to the maximum value of R\$360,000.00 (three hundred and sixty thousand reais). If there are financial resources available, COPEL may subsidize PoC of a higher value, up to the maximum budget limit foreseen in this item and provided its relevance is justified.

11.1.2 The startups must initially demonstrate, through the registration form the financial needs (in Brazilian currency - Real) for the execution of the Proof of Concept, preliminarily mentioning the destination and values involved.

11.1.3 The startups classified for the PITCH DAY and BOOTCAMP phases, respectively 6.2.3 and 6.2.4 of this document, must present a detailed plan for the use of resources in the execution of the PoC, to aid the decisions of the Special Evaluation and Judging Committee;-

11.1.4 For the startups that are selected in the BOOTCAMP phase, 6.2.4 of this document, according to paragraph 7 of Article 14 of Complementary Law 182/2021, in order to ensure the financial means for the contractor to implement the initial stage of the project, COPEL may make an advance payment, prior to the beginning of execution of the object, upon express justification issued by the startup and approved by the Special Evaluation and Judging Committee. The pre-payment cannot exceed 30% (thirty percent) of the value of the Proof of Concept, and will be made after the contract is signed.

11.2 Those selected in the bidding are obliged to sign the contract, within a maximum of 5 (five) business days, as of the date of the summons by COPEL, under penalty of forfeiting the right to contract.

11.3 As a condition for signing the contract, the maintenance of the winning bidder's qualifications will be verified, and the bidder must update any documents or certificates that may be expired.

11.4 In the event of refusal to sign the Contract, COPEL may call the subsequent qualified candidates, in the ranking order, for the purpose of contracting, provided that all conditions of classification/qualification by the startup are met.

12 GENERAL CONDITIONS.

12.1 The companies assume all the costs of preparing and presenting their documentation and COPEL will not, in any case, be responsible for these costs, regardless of the conduction or the result of this process.

12.2 It will be incumbent upon the interested parties to follow the publications of acts and information related to this bidding on COPEL's website, under penalty of preclusion of the right arising from its nonobservance.

12.3 It is the startup's exclusive responsibility to observe 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.



**REPÚBLICA FEDERATIVA DO BRASIL
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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

12.4 Eventual interested parties should be aware that the participation in this process does not create any relationship or obligation between the parties.

12.5 The startup is responsible for the accuracy and legitimacy of the information provided and documents submitted. The falsity of any document presented or the untruthfulness of the information contained therein will imply the immediate disqualification of the company that has presented it, in addition to possible civil and criminal liability, according to the Law, notwithstanding other applicable sanctions.

12.6 COPEL has the right, at any phase of the bidding, to take the steps it deems necessary, adopting sanitation measures to clarify information, correct formal or material improprieties in the proposal and in the qualification documents or to complement the instruction of the process.

12.7 As a diligence, the startup may be requested to provide a sworn translation into Portuguese of documents presented in a foreign language, and, when applicable, authentication, by the respective consulate, of documents issued abroad.

12.8 COPEL will check, in the Unified Suppliers Registry of the State of Paraná - CFPR, in the Management of Materials Works and Services - GMS system and in the National Registry of Ineligible and Suspended Companies - CEIS, if the startup is prevented from participating in bids and/or contracting with COPEL.

12.9 Startups summoned to provide any clarifications or additional documents and/or to submit the documents provided for herein must do so within the specified time limit, under penalty of disqualification/ineligibility.

12.10 The rules that govern this Bidding will always be interpreted in favor of increasing the competition among the startups, provided they do not compromise COPEL's interest, the purpose and security of the contracting.

12.11 The cases not foreseen herein will be decided by COPEL, in accordance with the legislation in force and constitutional principles of Public Administration.

12.12 This Notice and its attachments, the amendments and clarifications eventually published, as well as the proposal of the winning bidder, will be integral parts of the Contract regardless of transcription.

12.13 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 fact supervening the institution, which constitutes a manifest and unavoidable obstacle to the continuity of the process, or annul it ex officio or by the provocation of third parties, in whole or in part, due to a legality defect, or, further, convalidate the vitiated act or procedure, when feasible.

12.13.1 Annulment or revocation will occur by means of a written and substantiated act, the summary of which will be made available on COPEL's website.

12.13.2 If the annulment or revocation occurs after the proposal presentation phase has begun, the startups will be assured a period of 5 (five) working days to exercise their right to adversary proceedings and full defense.

12.13.3 If all startups previously and expressly waive their right to contest, the bidding will be declared immediately revoked or annulled.

12.14 In case of divergence between the documents that make up the Notice and any conditions presented by the bidder, the conditions in the Notice and its attachments shall always prevail.

12.15 The records of the process will remain with free access to interested parties, at the address mentioned in the Notice.

12.16 For the purposes of counting the deadlines determined herein, only business days and business hours



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

at COPEL will be counted, excluding the day of the beginning and including the day of expiration, unless expressly provided otherwise.

12.17 The designated jurisdiction for the judgment of any judicial issues resulting from this bidding will be the Judicial District of Curitiba-PR

13 PROPOSAL VALIDITY.

The proposal will be valid for 180 (one hundred and eighty) days, and can be extended by the interest of the parties.

14 ADMINISTRATIVE SANCTIONS.

14.1 The following will be considered conducts subject to the application of penalties to the startup, among others, if applicable:-

- a) presenting a false document or statement - a fine of 20% (twenty percent);-
 - b) frustrate or fraud, by adjustment, arrangement, or any other means, the contracting process - a fine of 20% (twenty percent);-
 - c) remove or attempt to remove a participant, by means of violence, serious threat, fraud or offering any kind of advantage - a fine of 20% (twenty percent); and-
 - d) filing of merely procrastinating appeals - a 5% (five percent) fine.
- 14.2 The fines will be calculated on the overall value of the proposal or contract.

14.3 If more than one infraction occurs, the fines will be cumulative up to the limit of 40% (forty percent), and do not exclude the possibility of applying the penalty of temporary suspension to participate in bidding and impediment to contract with COPEL, its wholly owned subsidiaries and controlled companies, for a period not exceeding 2 (two) years.

Curitiba (PR),-

<Signed electronically>

Adriano Rudek de Moura.

Finance and Investor Relations Director at COPEL Holding.

Designation: 221st ROCAD, dated 12/08/2021.

<Signed electronically>

Cassio Santana da Silva.

Business Development Director.

Designation: 221st ROCAD, dated 12/08/2021.

ATTACHMENT I. LIST OF COPEL VOLT CHALLENGES.

1. Green Hydrogen, Energy Storage and other Clean Energies.

The demand for renewable and clean energy has driven the diversification of the energy matrix. The search for new solutions for wind, solar, biomass, and green hydrogen sources, among others, also provides an opportunity to explore new resources, such as the use of hydropower plant reservoirs to install solar panels and offshore wind turbines. Copel wants to expand its clean energy generation market with startups that can respond to the following challenges:-

- *How can we consider the use of green hydrogen in Copel's energy matrix?*
- *How can we support, develop or implement technologies to store energy on a large scale and thus make it a stable product that can be offered to the market almost without restrictions? How to manage these systems?*
- *How can we integrate new technologies for clean energy generation into Copel's portfolio?*



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

Examples of solutions: Technologies for generating electricity from renewable sources and without pollutant emissions or impacts on the environment. Innovative solutions for wind, solar, biomass, biogas, green hydrogen, among others, and management and integration systems. Management of energy storage systems and platforms (residential and large-scale) and associated new business models.

2. Electromobility and Smart Cities.

Smart cities use new technologies to improve their operational efficiency and provide quality of life and well-being to their citizens. Electromobility, through electric vehicles of all sizes, is being consolidated as an alternative to contribute to this scenario. It is estimated that by 2035 electric vehicles will represent up to 62% of the Brazilian fleet, according to a study by the National Association of Motor Vehicle Manufacturers (Anfavea), and this will impact consumer behavior, city organization, and energy demand.

Copel wants to be part of this transformation, so it seeks startups that respond to the following challenges:-

- *How can we develop new projects and business models aiming at the sustainability of the charging infrastructure for electric vehicles?*
- *How can we participate, in synergy with information and communication technologies (especially 5G), in the development of automation and control of assets, efficient urban planning, urban mobility, implementation of solutions for smart offices, among other solutions and systems that will make cities smarter?*

Examples of solutions: technologies for decarbonization, management of electric roads and recharging infrastructure, technology for the electric vehicle to deliver to the home and to the grid (V2G - vehicle-to-grid), micro-grids, smart homes, smart offices, energy efficiency, ways of automating real estate.

3. Customer Relationship and Service Solutions.

The electric sector is undergoing a transformation process that will change the way consumers interact with energy companies in the coming years. These tend to change their business models and how they provide their services, demanding new ways to retain and prospect clients, opening themselves to the free market (down to the retail level). With its nearly 5 million customers - both in the captive and free energy markets nationwide – Copel seeks startups with innovative solutions that help the company deliver the best experience to its customers, responding to the following challenges:-

- *How can we build loyalty among our millions of current customers by making them admirers (high customer experience) of our energy products and services?*
- *How can we meet the needs of the new energy customers coming from the market opening with simple and efficient solutions, and also attract new customers to our portfolio?*
- *How can we adapt to the transformation in the energy business model of the future, moving from a view of vertical distribution to one of a horizontal, distributed, intermittent, two-way grid?*

Examples of solutions: shared distributed generation, captive vs. free consumer, product and service platforms (marketplace), new customer services, customer care, financial services, smart public services, carbon market solutions, carbon credit trading, and internal pricing.

4. Asset and Facilities Management.

Copel owns 49 power plants and 4 wind farms (6,615 MW of installed capacity). It has more than 350 substations and over 203 thousand km of distribution lines and 9,616 km of transmission lines that demand complex asset management. Several innovative solutions can support and optimize these processes, supported by the environmental legislations and the technologies developed for monitoring and management. For this, we are looking for startups that will help answer the following challenges:-



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

- *How can we innovate in the inspection of our Generation, Transmission and Distribution assets?*
- *How can we make our operation and maintenance in Generation, Transmission and Distribution more efficient?*

Examples of solutions: technologies for remote asset inspection, improved power generation operation and facility maintenance, technology for measurement and reduction of technical losses in transmission and distribution, integration of different asset management platforms, preventive maintenance, use of data, AI, IoT, computer vision, digital twins, and intelligent monitoring.

5. Digitization and Management and Process Improvements.

Copel is the largest company in the State of Paraná, present in 10 states, is one of the largest companies in the electrical sector in Brazil, and has almost 6 thousand employees. It faces challenges in the face of complex resource, personnel and process management. We seek startups that help digitize our internal processes, aiming to facilitate decision making, with solutions that impact activities such as financial, regulatory, human resources, cybersecurity, management, among others, that help us meet the following challenges:-

- *How can we enhance our internal processes by increasing productivity, gaining time and optimizing results?*
- *How can we use our data to better understand our stakeholders and make more strategic decisions?*
- *How can we use innovative technologies to extend the digitalization of our processes?*

Examples of solutions: Technologies that bring agility and efficiency to internal management processes (legal, financial, HR, etc.), management tools, platform integration, cybersecurity, blockchain, AI, big data, qualification/training, autonomous robots, gamification, VR, AR, and Metaverse.

7 RENEWABLE AND AFFORDABLE ENERGY [The document bears an image]	8 DECENT WORK AND ECONOMIC GROWTH [The document bears an image]	9 INDUSTRY, INNOVATION AND INFRASTRUCTURE [The document bears an image]	11 SUSTAINABLE CITIES AND COMMUNITIES [The document bears an image]	13 CLIMATE ACTION [The document bears an image]
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ATTACHMENT II. SERVICE LEVEL AGREEMENT (SLA)-

Criticality	Status	Response time
Level 1	When COPEL, advisory or other participants in the program present 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 3 (three) business days if the resolution depends on COPEL's actions or effective resolution within 4 (four) business days if the resolution depends on the CONTRACTOR'S actions.
Level 2	When COPEL, advisory or other participants in the program present doubts or identify situations that may cause moderate impacts, with low to moderate economic consequences or that may cause short delays (up to one week) in the schedule	Upon receipt of the request, presentation of a resolution strategy within 2 (two) business days if the resolution depends on COPEL's actions or effective resolution within 3 (three) business days if the resolution depends on the CONTRACTOR'S actions.
Level 3	When COPEL, advisory or other participants in the program present doubts or identify	Upon receipt of the request, presentation of a resolution strategy within 1 (one) business day



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

	situations that may cause MAJOR impacts, with high economic consequences or that may cause medium or long delays (over 2 weeks) in the schedule	if the resolution depends on COPEL's actions or effective resolution within 2 (two) business days if the resolution depends on the CONTRACTOR'S actions.
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TECHNICAL OR OPERATIONAL ASSISTANCE-

- a) The **CONTRACTOR** shall offer a specific communication channel so that **COPEL** and the **CONSULTING FIRM** can be in contact for guidance and clarification during the entire period of the Proof of Concept.
- b) The deadlines for SLA start to be counted from the opening of the call in any of the means provided and answered according to the criticality level described in the table above.
- c) In the opening meeting, the technical details for the communication model and the provision of this type of service will be discussed.

ATTACHMENT III. RISK MATRIX.

The Risk Matrix below is hereby established between COPEL and the Startup (**CONTRACTOR**) in compliance with article 14, paragraph 1, item III, of Complementary Law 182/2021.

RISK	PARTY	ACTION PROPOSED
Non-technological risks arising from characteristics not identified in the Bootcamp phase that <u>render 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 not possible, close the project without penalty to either side, disallowing future payments.
Non-technological risks arising from characteristics not identified in the Bootcamp phase that <u>render difficult</u> the execution of the PoC, for example, regulatory issues	COPEL	Closing of the project without penalty to either side, disallowing future payments.
Technological risks arising from characteristics not identified in the Bootcamp phase that <u>render difficult</u> the execution of the PoC	<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 not possible, closure of the project without penalties to either side according to paragraph 4 of article 14 of Complementary Law 182/2021.
Technological risks such as incompatibilities not identified in the Bootcamp phase and other technological risks that <u>prevent</u> the project from continuing definitively	COPEL	Closing of the project without penalties to either side according to paragraph 4 of article 14 of Complementary Law 182/2021.
Extraordinary economic risks	<i>Startup</i>	Project adjustment with indication of the necessary



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

occurring during execution of the Proof of Concept that prevent its continuity	COPEL	adaptation, including financial. If necessary and possible in contractual terms, financial supplementation to meet the needs arising from the risk. If financial supplementation is not possible, close the project without penalty to either side, disallowing future payments.
Force majeure or fortuitous event	COPEL/ <i>Startup</i>	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. If there are conditions for continuity, close the project without penalty to either side, disallowing future payments.
Risks arising from <i>factum principis</i>	COPEL	Analysis of the specific case with actions for mitigation and reversion to normality. If necessary and legally applicable, compensatory measures foreseen in the legislation will be applied, but not before seeking an agreement among those involved.

ATTACHMENT IV. Public Contract Draft for Innovative Solution (PoC).

Public Contract for Innovative Solution (PoC) No

COMPANHIA PARANAENSE DE ENERGIA – COPEL (HOLDING), enrolled with CNPJ no. 76.483.817/0001-20, a corporation, headquartered in the City of Curitiba, State of Paraná, at Rua José Izidoro Biazzetto, 158, simply referred to as **COPEL**, represented herein in the form of its Bylaws and, on the other hand,, headquartered in the Municipality of State oflocated at Rua no., Zip Code, enrolled with National Corporate Taxpayer's Registry (CNPJ) no., represented herein by its *position*,*name*....., simply referred to herein as **CONTRACTOR**, sign this Contract, which shall be governed by the general rules of Complementary Law No. 182 of June 1, 2021, by Federal Law No. 13.303/2016 and other applicable laws, by **COPEL's** Internal Regulations for Bidding and Contracts and by the following Clauses:-

CLAUSE I. PURPOSE.

1. The purpose of this Contract is the demonstration, by the **CONTRACTOR**, in conditions representative of the real application environment (Proof of Concept - PoC), of innovative solutions, with potential to meet the challenges of COPEL VOLT, detailed in Attachment I (List of COPEL VOLT Challenges).
 - 1.1. As a result of the demonstration (PoC), the startup will present documented evidence that its product or service can be successful in the real application environment considering **COPEL's** business context.
2. In accordance with the List Attached to Complementary Law 116 of 07/31/2003, the services to be performed will be classified in the following codes: XXXXX (*The subitem of the list of services attached to Complementary Law 116 of 07/31/2003 will be defined after identification of the companies to be contracted, when it will be inserted in the contract.*)
3. For companies not headquartered in Brazil, the nature of income (technical services, royalties, capital gains, importation of goods), to be remitted abroad for taxation purposes, will be defined after identification of the companies to be contracted, when it will be inserted in the contract.

CLAUSE II. CONSTITUENT DOCUMENTS.



**REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

1. The following documents are part of this Contract, as if they were transcribed herein, for all legal effects:-
 - a) Notice of COPEL Special Bidding 001/2022 and its attachments and all attachments to this Contract;-
 - b) Proposal of the **CONTRACTOR** submitted on.../.../...;-
 - c) List of COPEL VOLT Challenges.

2. In case of doubt or divergence between the constituent documents and this Contract, the latter shall prevail.

CLAUSE III. SOURCE OF FUNDS.

The funds destined to this contract belong to **COPEL** and are foreseen in its Annual Budget.

CLAUSE IV. CONTRACTOR REMUNERATION.

1. For the service object of this Contract, **COPEL** will pay to the **CONTRACTOR** the overall estimated amount of R\$ (.....), as described in the Disbursement Plan, Clause VII "Financial Allocation for Conducting the Proofs of Concept".
2. For accounting purposes, this contract has an overall estimated value of R\$ (.....).
3. The value of this Contract is merely an estimate, and the **CONTRACTOR** has no rights, in case it is not reached during its term.
4. The prices already include all costs, eventual or not, directly or indirectly incurring on the object of this contracting, such as: labor, uniforms, materials, equipment (including safety equipment), transportation, lodging, accommodation items, food, mobilization, demobilization, training, occupational health and safety, infrastructure, wage amounts (overtime, inter or intra-day break, remunerated weekly rest period ('DSR'), night shift premium, hazardous and/or unhealthy premium, etc.), health plans, insurance, administrative expenses, eventual losses, social charges, taxes, profits + 'BDI' (Benefits and Indirect Expenses), and other charges required for perfect execution of the contractual object.

CLAUSE V. TAXES.

1. APPLICABLE TO THE DOMESTIC MARKET.

1.1. All and any taxes whose incidence is related to the Contract or its object, will be on the account of the **CONTRACTOR**, which must, when required, present the proof of payment to **COPEL** upon release of the tax document described in item 1 of Clause VI "Invoicing".

1.2. On the value of the tax document, **COPEL** will withhold and collect the Tax on Services of Any Nature ('ISSQN'), when applicable, in light of Complementary Law 116/03 and pertinent municipal legislation.

a. If there are activities that cover more than one municipality, there must be quantification of the services performed in each one of them, for the correct incidence of the tax in reference. The payment of ISSQN, in this case, must be made proportionally in each municipality and at the respective tax rate, according to the portion of the service.

1.3. The **CONTRACTOR** must pay any fees for the execution of the object of this Contract, when required by municipal legislation.

1.4. On the value of the tax document, **COPEL** will withhold and collect the Social Security Contribution due by the **CONTRACTOR**, according to the social security legislation.

2. APPLICABLE TO THE FOREIGN MARKET - COMPANIES BASED ABROAD.

2.1. The incident taxes will be defined in the Contract, from the moment the Object to be signed with the Startup is established, in accordance with the Brazilian legislation and respecting the International 471 Agreements.



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ANTONIO DARI ANTUNES ZHBANOVA

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- CERTIFIED PUBLIC TRANSLATOR

Idioma/Language: Inglês - Português/English - Portuguese

Matrícula Jucepe nº 406 • CPF 756.770.758-68

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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

2.2. All and any taxes whose incidence is related to the Contract or its object, shall be borne by the **CONTRACTOR**. Taxes due to Brazil, such as the following, when applicable, will be deducted: 'IRRF' (Withholding Income Tax); 'PIS' (Social Integration Program); 'COFINS' (Social Security Financing Contribution); 'ISS' (Service Tax); 'CIDE' (Contribution for intervention in the economic domain); 'IOF' (Tax on Financial Transactions) and other fees and expenses necessary for sending the remittance abroad.

Tax	Tax rate	Reference legislation
Import PIS	1.65%	Articles 1 and 2 of Law No. 10.865/2004
Import COFINS	7.60%	
IRRF	15%	RFB [BRAZILIAN FEDERAL REVENUE] REGULATORY INSTRUCTION No. 1455, OF MARCH 6, 2014
CIDE	10%	LAW No. 10.168 OF DECEMBER 29, 2000
ISS	5%	COMPLEMENTARY LAW No. 116, OF JULY 31, 2003
IOF [Tax on Financial Operations]	0.38%	DECREE No. 6.306, OF DECEMBER 14, 2007

2.3. If the startup is based in a country listed in RFB Regulatory Instruction No. 1037 of June 4, 2010, the IRRF percentage may reach a rate of up to 25%, according to specific regulatory instruction. These documents can be accessed on the websites:-

<http://normas.receita.fazenda.gov.br/sijut2consulta/link.action?visao=anotado&idAto=16002>

<http://normas.receita.fazenda.gov.br/sijut2consulta/link.action?idAto=50414&visao=anotado>

2.4. The **CONTRACTOR** is responsible for the payment of eventual taxes for execution of the object of this Contract, when required by the legislation in the country of origin

CLAUSE VI. INVOICING.

1. APPLICABLE TO THE DOMESTIC MARKET.

1.1. The **CONTRACTOR** shall issue the Service Invoice corresponding to the services duly completed in the period and accepted by **COPEL**, according to the term of acceptance issued by the Manager, in accordance with the prices in Clause IV "Contractor Remuneration" and the Detailed Monthly Schedule of Deliveries in Clause VII "Financial Allocation for Conduction of the Proofs of Concept", adopting **COPEL** as the addressee, whose data for invoicing are in the preamble of this Contract.

a. For cases in which **COPEL** has fiscal domicile in the municipality where the service was executed, the Service Invoice must be issued with **COPEL's** Municipal Registration number and with the respective address of the place where the service was executed.

b. If the services were provided in more than one municipality, the **CONTRACTOR** must issue a tax document for each municipality where the service was provided. The **CONTRACTOR** must issue an NFS-e [electronic service invoice] for each service provided, it being forbidden to issue the same NFS-e that includes services in more than one activity code or executed in more than one municipality.

c. In order to comply with article 4 of Complementary Law 116/2003, if the **CONTRACTOR** uses a specific operational base for planning and organizing the contracted services, in a municipality different from its headquarters, the tax document described in item 1.1 of this clause



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

shall be issued by the CNPJ of the subsidiary of the **CONTRACTOR** related to the respective operational base. If the **CONTRACTOR** does not yet have a CNPJ for the establishment of the operational base, it must open a CNPJ for the subsidiary, pursuant to Regulatory Instruction of the Brazilian Federal Revenue, which provides the rules for the constitution of CNPJ. It must also provide the respective authorization for the issue of the Service Invoice through the same CNPJ, so that it is regular at the first invoicing.

d. When the company opts for the Simplified Taxation System, present with each Service Invoice the Declaration in the terms of Attachment I of SRF [Federal Revenue Secretariat] Regulatory Instruction No. 459 of 10/17/2004, duly signed by the legal representative of the **CONTRACTOR**, containing the information of which Attachment, contained in the tables of Attachments I to V of Complementary Law No 123/2006 the company is classified into.

1.2. The tax document described in item 1.1 of this Clause must strictly follow that itemized above, under penalty of being rejected and returned for the due corrections.

1.3. The **CONTRACTOR**, when issuing the tax document, described in item 1.1 of this clause, shall mandatorily present to **COPEL**, no later than the 20th (twentieth) of each month, in order to have enough time to withhold and pay the respective taxes and charges on time, the file (extension ".pdf").

1.4. When the NFS-e is issued, the guidelines described in a document called "Table of Additional Information Required for Invoices" must be observed.

1.5. The tax document described in item 1.1 of this Clause shall specify each executed item, the quantity, the unit values, subtotals, total, the number of this Contract, the incident taxes and respective rates.

1.6. The tax document described in item 1.1 of this Clause must be issued with the CNPJ of the **CONTRACTOR** listed in the preamble of this Contract.

1.7. The **CONTRACTOR** shall specify in the tax document described in item 1.1 of this clause, when applicable, the incidence of the following taxes:-

1.8. Tax on Services ('ISS'), in accordance with Complementary Law no. 116/03 and complying with the municipal legislation of each municipality, as well as highlighting the municipality where the service was provided, the ISS calculation basis, the tax rate, and the amount to be withheld.

1.9. The amount corresponding to the withholding on payments made by legal entities to other private legal entities, according to articles 29 and 30, of Law no. 10.833/03: Income Tax ('IR'), Social Contribution on Net Profit ('CSLL'), Social Security Financing Contribution ('Cofins'), and Contribution to PIS/PASEP.

1.10. The amount of INSS [National Institute of Social Security] withholding, pursuant to RFB Regulatory Instruction no. 971/2009.

1.11. Under the terms of Curitiba's Municipal Decree no. 1.676/10, the **CONTRACTOR** must register with the Registry of Service Providers from Other Municipalities ('CPOM'), under penalty of withholding the ISS.

1.12. In order to avoid the undue retention of CPOM amounts, the service provider must send proof of its regular CPOM registration as an attachment to the NFS-e.

1.13. If any irregularity is found in the tax document issued by the **CONTRACTOR** or in its constituent documents, these will be returned for the due corrections.

1.14. If the tax document is returned for replacement or correction, the date of the last presentation will be considered for the payment deadline.

1.15. **COPEL** will not be held liable for delays of any kind, resulting from failure to observe the rules set



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

forth in this Clause.

1.16. When applicable, **COPEL** will withhold and collect the Social Security Contribution due by the **CONTRACTOR**, applying the calculation basis and tax rate provided for in the social security legislation.

1.17. In the case of companies opting for the **SIMPLIFIED TAXATION SYSTEM**, for purposes of complying with SRF Regulatory Instruction no. 459, of 02/17/2004, the taxes PIS, COFINS, CSLL and IRPJ will not be withheld and collected, provided that the **CONTRACTOR** attaches to the tax document the declaration of opting for the simplified taxation system (Attachment IV of SRF Regulatory Instruction no. 459, of 02/17/2004), signed by the legal representative, containing the information of which Attachment, in the tables of Attachments I to V of the LC 123/2006, the company is classified into.

1.18. In compliance with the provisions of Article 69, item IX of Federal Law no. 13.303/2016, **COPEL** reserves the right to periodically inspect the qualification and eligibility conditions required in the contracting, as well as to consult, at any time, the Unified Registry of Suppliers of the State of Paraná ('CFPR'), the Management of Materials, Works and Services system ('GMS'), and the National Registry of Ineligible and Suspended Companies ('CEIS'), in order to verify any possible impediment on the part of the **CONTRACTOR** to participate in bids and/or contract with the Public Administration.

2. APPLICABLE TO THE FOREIGN MARKET - COMPANIES BASED ABROAD.

2.1. In the case of a **CONTRACTOR** not headquartered in Brazil, the rules compatible with the case in question will apply, considering the country of origin of the **CONTRACTOR**.

2.2. An Invoice, which must be issued in REAL (Brazilian currency), must be presented as a competent and suitable document.

2.3. The **CONTRACTOR** shall issue and present the Invoice corresponding to the object duly completed in the period and accepted by **COPEL**, according to the term of acceptance issued by the Manager, in accordance with the prices in Clause IV "Contractor Remuneration" and the Detailed Monthly Schedule of Deliveries in Clause VII "Financial Allocation for Conduction of the Proofs of Concept", adopting **COPEL** as the addressee, whose data for invoicing are in the preamble of this Contract.

2.4. The value informed on the Invoice will be subject to the withholding of tax values, which are indicated in the Taxes Clause applicable to the foreign market. The withheld tax amounts will be passed on to the Brazilian Tax Authorities and will be considered a cost to the **CONTRACTOR**, and should be contemplated in the Disbursement Plan (Attachment IX).

CLAUSE VII. FINANCIAL ALLOCATION FOR CONDUCTION OF THE PROOF OF CONCEPT (PoCs).

1. The **CONTRACTOR** shall be solely responsible for submitting to **COPEL** a Disbursement Plan (Attachment IX) demonstrating in detail the costs involved in the proposed Proof of Concept, ensuring that the amounts requested will only cover the costs involved, including tax costs in Brazil, according to the model below:-

Disbursement Plan-

Item	Description	Amount	Justification*	Unit value (in reais)	Total value (in reais)
1	Micro voltage inverter (Hypothetical)	2	Raise the voltage from 50 V to 220 V so that structural element A can be used in infrastructure B, without	R\$400.00 (hypothetical value)	R\$800.00 (hypothetical value)



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

			which it is not possible to operate the water pump		
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* *The Justification must demonstrate the need for the requested element for the success of the PoC.*

2. The Disbursement Plan submitted will be analyzed by **COPEL**, which will evaluate the feasibility and assertiveness of the proposal, and it may accept it in full or propose adjustments in order to guarantee the best use of the financial resources.

3. Once the financial amount is set, the **CONTRACTOR**, with the support of the consulting firm hired for the Open Innovation Program, will be responsible for presenting a detailed monthly schedule of deliveries, with the financial disbursement tied to these deliveries according to the following model:-

Detailed Monthly Delivery Schedule-

Month	Activities	Amounts (in Reais)
1	Activity 1, Activity 2, Activity 3	R\$20,000.00 (Hypothetical Value)

4. For the purpose of this process, the inclusion of values for obtaining profit of any nature, withdrawal, or monthly management fee will not be admitted, and the values presented will only be those necessary for execution of the object of this contract.

5. The **CONTRACTOR** may receive an advance payment of up to 30% (thirty percent) of the contract value to implement the initial stage of the project, as authorized by Paragraph 7 of Article 14 of Complementary Law 182/2021, upon justification issued by the **CONTRACTOR** and accepted by **COPEL**.

5.1. In the case foreseen in item 5, **COPEL** will certify the execution of the initial stage and, if there is unjustified nonperformance or serious misconduct or termination of the contract, it will demand the return of the advance payment, duly restated by the INPC [National Consumer Price Index] and interest of 1% per month from the date of effective payment, or it will make the necessary deductions in subsequent payments, if any.

5.2. For payments in advance to contractors not based in Brazil, the rules for withholding tax amounts established in the Taxes and Billing Clauses applicable to the foreign market will apply.

6. Any financial value in the monthly delivery schedule and in the Disbursement Plan must be registered in Brazilian national currency - REAL.

7. The total value of the contract will be divided into 4 (four) installments according to the planning presented in the DELIVERY SCHEDULE.

7.1. Issue of the Invoice will be linked to:-

a. Completing the delivery schedule in that month;-

b. Issuance of the "Acceptance" document by the contract manager at **COPEL** regarding the activities foreseen in the schedule. The contract manager will issue the "Acceptance" document by the 5th (fifth) business day of the following month if the conditions for its issue are met.

8. The **CONTRACTOR** cannot be penalized by direct or indirect actions of **COPEL**, causing delays in execution of the project schedule.



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

9. Invoices must be issued no later than the 10th (tenth) business day of the month, and their issue after the 10th (tenth) business day must be authorized by **COPEL's** contract manager and payment area;-

CLAUSE VIII. PAYMENT TERMS.

1. The services and supplies will be paid by **COPEL** from the dates of their respective conclusions, as formalized by the Contract Manager.

2. Payments will be made by credit to the checking account of the **CONTRACTOR**, at a banking establishment indicated by the **CONTRACTOR**, after 7 (seven) days of the tax document issued and filed in accordance with the provisions of Clause VI "Invoicing", according to the payment calendar schedule presented on the website "www.copel.com" (Suppliers - Financial Data Consultation).

3. In the case of companies based abroad, the deadline for the payment will also be subject to bank procedures.

4. Should the **CONTRACTOR** fail to comply with the labor and social security obligations related to its employees, when exclusively dedicated to the execution of this Contract, **COPEL** may make preventive withholdings or disallowances without detriment to the applicable sanctions.

5. If the due date of the obligation occurs on a day when there is no bordereau, the due date will be postponed to the day on which the next one is issued.

6. Considering that the payment of the contracted price will be made through credit in checking account, the **CONTRACTOR** is forbidden to issue a duplicate for circulation. Failure to comply with this obligation will subject the **CONTRACTOR** to the payment of a fine equivalent to 10% (ten percent) on the overall value of the tax document, which will be deducted from the subsequent payment or collected through receipt, after previous notification, observing the provisions of Clause XXIII "Administrative Penalties".

7. **COPEL** will not reimburse, under any circumstances, unduly calculated taxes, tax fines and other tax increases.

8. In case of any delay in payment of the tax document filed, for reasons fully attributable to **COPEL**, the following consequences will apply to the value of the tax document:-

a) Interest on arrears of 1% (one percent) per month, *pro-rata-die*, counted from the due date of the obligation until effective payment of the principal obligation;-

b) Monetary restatement based on the INPC - National Consumer Price Index, *pro-rata-die*, counted from the due date of the obligation until effective payment of the principal obligation.

8.1. The values established in this item will only be paid upon presentation, by the **CONTRACTOR**, of the respective collection document.

CLAUSE IX. PRICE READJUSTMENT.

1. The price of the service that is the object of this Contract is fixed and non-negotiable.

1.1. In the exceptional case of need for an extension that exceeds the term of 12 (twelve) months, the contractual balance will be readjusted, according to the variation of the INPC - National Consumer Price Index, or another official index that may replace it.

CLAUSE X. EXECUTION PERIOD.

1. The period for execution of the services will be 4 (four) months, starting from the date of signing this contract, according to the following schedule:-



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BOOK No. 297

PAGE No. 001

Stage	Description	When
1	Presentation of the Disbursement and Delivery Plan	3 (three) business days after signing the Contract
2	Presentation of a detailed monthly disbursement and delivery plan schedule	3 (three) business days after COPEL's acceptance of the disbursement and delivery plan
3	Monthly presentation of the expected results, according to the schedule presented in phase 2	1 (one) month after COPEL's acceptance of the detailed monthly delivery schedule, and after the first month, successively until the end of the schedule

2. The monthly delivery and disbursement schedule will form the set of goals to be met in order 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 last delivery of the PoC, which will take place with documented evidence that the product or service can be successful in the real application environment considering **COPEL's** business context, according to article 14, paragraph 1, item I of Complementary Law 182/2021.
3. Monthly, the **CONTRACTOR** shall present a detailed progress report on the Proof of Concept, indicating physical and financial progress as well as information concerning the project and its structure, in order to make **COPEL** aware of the situation, such reports being monitoring instruments. The last delivery will be the documented evidence that its product or service can be successful in the real application environment considering **COPEL's** business context, according to article 14, paragraph 1, item II of Complementary Law 182/2021.

CLAUSE XI. DURATION.

1. This Contract will be in effect for a period of 6 (six) months, from the date of its signature, extendable for another 6 (six) months.
2. The duration does not affect the schedule of the Proof of Concept, which must be carried out in 4 (four) months. The additional time will be used for eventual adjustment and for presentation at the closing event of the program (DEMO DAY).
3. The end of this Contract's duration will not affect the parties' rights or obligations, relative to payments, provision of guarantees, document regularization, and others of the kind, which, eventually, must be exercised or fulfilled after the end of said duration.

CLAUSE XII. INTELLECTUAL PROPERTY RIGHTS OF CREATIONS.

1. In compliance with article 14, paragraph 1, item IV of Complementary Law 182/2021, considering that the object of this Contract is to demonstrate solutions already validated or being validated in the market, all intellectual property of the product or service, object of such demonstration, belongs exclusively to the **CONTRACTOR**.
2. If a new product or service, in an unexpected way, is developed during the process, **essentially different from the product originally presented**, with active and documented co-participation by **COPEL**, it must be treated in a contractual procedure different from this one.

CLAUSE XIII. PROFIT SHARING.

In compliance with article 14, paragraph 1, item V of Complementary Law 182/2021, the exploitation rights will continue to belong entirely to the **CONTRACTOR** who presents the product or service for demonstration in conditions representative of the real application environment, except under the



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BOOK No. 297

PAGE No. 001

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 will adjust the intellectual property rights.

CLAUSE XIV. CONTRACT OR CREDIT ASSIGNMENT AND SUBCONTRACTING.

The **CONTRACTOR** may neither assign nor transfer, in whole or in part, this Contract, or even subcontract, in whole or in part, its object, nor commit as a guarantee to third parties its credits with **COPEL**, under penalty of rescission and application of sanctions foreseen in this Contract.

CLAUSE XV. CONTRACTOR'S OBLIGATIONS - LABOR CONDITIONS.

In addition to the other obligations assumed in this Contract, the **CONTRACTOR** shall be responsible for:-

1. Not allowing a relative of a public agent who holds a commissioned position or function of trust in the **COPEL** Group to provide services to **COPEL**, according to the State Decree that provides for the prohibition of nepotism within the scope of the agencies and entities of the direct and indirect State Public Administration.
2. Providing food and lodging to the employees involved in the provision of services of this Contract.
3. Appearing spontaneously in court, in the event of any lawsuit, especially in cases of labor claims, filed against **COPEL**, under this Contract, by employees and/or agents of the **CONTRACTOR**, recognizing its true condition of employer, requiring the replacement of **COPEL** in the process, until the final procedure, being responsible for the direct and indirect costs of any conviction. The liability in question shall not cease with the expiration or termination of this Contract.
4. Ensuring that its employees, who provide services on **COPEL**'s premises, wear identification badges (with photo).
5. Passing on to its employees allocated in the provision of services under this Contract the information relative to the means of access to **COPEL**'s Confidential Communication Channel, indicated in item 4 of Clause XX "Ethics and Integrity".
6. Ensuring respect for and commitment to the precepts established in **COPEL**'s Code of Conduct by its employees allocated to the provision of services under this Contract, which is available on the Internet, at the website "<http://goo.gl/6ZRCph>".

CLAUSE XVI. CONTRACTOR'S OBLIGATIONS - GENERAL CONDITIONS.

In addition to the other obligations assumed under this Contract, the **CONTRACTOR** shall also be responsible for:-

1. Indicating, when signing the contract, a representative and substitute to be its representatives in the execution of the contract. They will act, among other activities, as a contact between **COPEL** and the **CONTRACTOR**.
2. Presenting, together with the tax document, the following negative certificates or clearance certificates with negative effects:-
 - Proof of good standing with Social Security, through the Debt Certificate Relative to Federal Tax Credits and the Federal Outstanding Debt - (CND or CPD-EN);-
 - Proof of good standing with the Employee Severance Indemnity Fund - FGTS through the FGTS Certificate of Good Standing (CRF);-



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

- Proof of labor regularity through the Clearance Certificate of Labor Debts - (CNDT).
 3. Maintaining, during the entire contract execution, the qualification and eligibility conditions required in the bidding.
 4. Being responsible for the good behavior and acts practiced by its personnel, in COPEL's premises and/or in the place where the services are provided, being obliged to immediately substitute or remove any employee due to poor quality of services or any other just reason, at **COPEL's** discretion.
- 4.1. Any replacement in the terms of the item above will not imply any additional burden to **COPEL**, with the **CONTRACTOR** bearing any charges or labor or social security responsibilities regarding replaced or withdrawn employees.
 5. Compensating any material and/or personal damages caused to COPEL or third parties, during the execution or as a result of the services contracted herein, as well as any burden arising from administrative or judicial proceedings, including labor and social security.
 6. Immediately informing COPEL of any and all occurrences that may generate negative impacts to the Company, taking all possible measures to repair the impacts generated.
 7. Informing **COPEL** of the notifications, summonses and infraction notices it receives due to execution of this contract, without transferring any responsibility to **COPEL**.
 8. Establishing and/or informing the respective reporting channels, whether their own or public, regarding any form of violation of social and environmental responsibility, in the work environment and in its area of influence. The channels should be legitimate, accessible, predictable, equitable, transparent, compatible with the contexts involved, and widely publicized.
 9. Attending alignment meetings and other commitments of the Open Innovation Program at **COPEL's** facilities or by virtual means, as determined by **COPEL**.
 10. Carrying out the proofs of concept - PoCs with human, technical, and equipment resources, allocating teams made up of specialized professionals who are necessary for the fulfillment of the contractual object and needs pointed out for the execution of each PoC, making use of the support of **COPEL's** tutors and the support of the consulting firm hired for the Open Innovation Program, ensuring good use of the financial resources received;-
 11. Presenting the financial statements of all the items that make up the Proof of Concept - PoC, as well as issuing the appropriate fiscal document (Invoice). When dealing with a startup based abroad, issuing an invoice or equivalent document;-
 12. Participating in the final stage, presenting documented evidence that its product or service can be successful in the real application environment considering **COPEL's** business context.
 13. Identifying the **COPEL** logos on all the material produced, following the standard defined by **COPEL**.
 14. Not disseminating, under any circumstances, publicity of any kind about the object of the Contract without **COPEL's** consent;-
- 14.1. Any publicity broadcasting, even if related to the object of this contract, must be by common agreement between the parties.
 15. The **CONTRACTOR** may not use, reserving copyrights, under any circumstances, images, films, illustrations of third-party authorship;-

Sole Paragraph: The **CONTRACTOR** declares to have full knowledge of the services to be executed,



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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

therefore, later claims about its conditions will not be accepted.

CLAUSE XVII. SENDING OF DOCUMENTS.

All documents requested in this contract must be digital or scanned and sent by the **CONTRACTOR** through electronic message (e-mail) or through one or more platforms in the internet environment, to be defined opportunely by **COPEL**:-

1. In both cases, the standard format of the file to be sent is PDF, and other formats widely used in the IT market may be adopted, subject to **COPEL**'s prior communication.
2. The medium to be used will be formally communicated by **COPEL** at the beginning of the contract, with indication of all the necessary information, such as e-mail address, website of the platform, instruction manual for use of the platform and other pertinent information, where applicable.
3. **COPEL** may modify, at its discretion, the means of sending the documents, with adequate advance notice for the **CONTRACTOR** to adapt.
4. When platform(s) are used, there will be no cost to the **CONTRACTOR**.
5. In case of delay in sending documents or incorrect sending, the **CONTRACTOR** will be subject to contractual sanctions, when it is proven that it was aware of the correct form of sending.
6. In case of delays caused by lack of communication by **COPEL**, the **CONTRACTOR** will not be subject to the contractual sanctions.
7. All communications regarding this clause become integral parts of this contract.

CLAUSE XVIII. COPEL'S OBLIGATIONS.

In addition to the other obligations assumed under this Contract, **COPEL** shall also be responsible for:-

1. Clarifying to the **CONTRACTOR** any and all doubts, in a timely manner, regarding execution of the services.
2. Providing, at any time and with the maximum promptness, upon written request by the **CONTRACTOR**, additional information, solving doubts and providing guidance in all omitted cases.
3. Maintaining, always in writing, understandings about services with the **CONTRACTOR**, except in cases determined by urgency, whose verbal understandings must be confirmed in writing, within a maximum period of 3 (three) business days.
4. Providing expert advice on innovation to support, clarify, support decisions, prepare for presentations and collaborate in the elaboration of monthly reports and final report, and other activities relevant to COPEL VOLT, regarding participation of STARTUPS.

CLAUSE XIX. PRIVACY AND PERSONAL DATA PROTECTION.

COPEL and the **CONTRACTOR** undertake to comply with the obligations and requirements of the protection legislation of information related to identified or identifiable natural person ("Personal Data") in force, including, but not limited to Law No. 13.709/2018 ("General Law of Protection of Personal Data - LGPD"), Law No. 12.965/2014 ("Internet Civil Framework"), Law no. 8.078/1990 ("Consumer Defense Code"), Complementary Law no. 166/2019 ("Positive Registration Law"), Law no. 12.527/2011 ("Access to Information Law") and Decree no. 7.962/2013 ("E-Commerce Decree"), where applicable;-

1. In addition to these obligations, the **CONTRACTOR** shall also:-

- a) Refrain from performing any actions or omissions that may result in any way in a violation of the Personal Data Protection Laws by **COPEL**;-



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

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

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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

- b) Take all measures reasonably necessary to keep COPEL in compliance with Personal Data Protection Laws;-
- c) Ensure that any activity performed using Personal Data, such as those relating to collection, production, receipt, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, deletion, evaluation or control of information, modification, communication, transfer, dissemination or retrieval ("Treatment") resulting from the object of this Contract, as well as the use and marketing of such data, and the measures adopted for privacy and security are in compliance with the Personal Data Protection Laws and are consistent with COPEL's Privacy policies and with the LGPD Policy, as provided on its website (www.copel.com), which may be updated at any time, aiming at compliance with the Brazilian and international legislation for the protection of personal data;-
- d) Not perform any Personal Data Processing, resulting from execution of the Contract, without falling within one of the legal bases stipulated in art. 7 of the LGPD;-
- e) Take appropriate technical and organizational measures to ensure the security of Personal Data;-
- f) Only carry out Personal Data Processing as a result of this Contract for the purpose of fulfilling the respective contractual obligations;-
- g) Not allow or facilitate Personal Data Processing by third parties for any purpose other than fulfilling their respective contractual obligations;-
- h) The **CONTRACTOR** may not subcontract any of its Personal Data Processing activities, under the terms of this Contract, without **COPEL's** prior and express consent. In the case of subcontracting, the **CONTRACTOR** shall sign a written agreement with the **SUBCONTRACTOR** containing the same obligations with regard to the Protection of Personal Data as set forth in this Contract. Should the **SUBCONTRACTOR** fail to comply with its Personal Data Protection obligations under this written agreement, the **CONTRACTOR** shall remain fully liable to **COPEL** for compliance with these obligations;-
- i) Inform **COPEL** immediately in a period not exceeding 24 (twenty-four) hours in case of incidents and/or leaks involving data resulting from the processing of Personal Data obtained for the execution of this Contract.

2. **COPEL** and the **CONTRACTOR** hereby agree that failure by either Party to comply with any Personal Data Protection Law, **COPEL's** policies or the provisions contained in this Clause will result in the obligation of the offending Party to indemnify, defend and hold harmless the other Party(ies) and its affiliated entities, directors, officers, executives and employees from and against all liabilities, losses, damages, injuries, costs, expenses, actions, suits, demands, fines and penalties arising out of a Party's failure to comply with its obligations, declarations and warranties set forth in this Clause, and no limitation of liability as may be agreed to in this Contract shall apply to indemnities for failure to comply with the obligations of this Clause.

CLAUSE XX. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY.

The **CONTRACTOR** undertakes to comply with the Principles of the Global Compact (available at www.pactoglobal.org.br and in **COPEL's** Supplier Manual), the guidelines of the Universal Declaration of Human Rights, and the Principles of **COPEL's** Sustainability Policy, (available at www.copel.com/hpcopel/sustentabilidade), ensuring that its activities are in accordance with the documents cited herein, according to the items below.



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

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

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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

1. SOCIAL RESPONSIBILITY:-

1.1. Not allow the practice of slave-like labor or any other form of illegal work, and make efforts with its suppliers, so that they also commit to do the same, including with regard to the obligations expressed in the commitment to combat slavery promoted by the Labor Secretary of the Ministry of the Economy.

1.2. Not employ minors under 18 years of age for night work, hazardous or unhealthy work, and minors under sixteen years of age for any work, except as apprentices, as of fourteen years of age.

1.3. Not allow sexual exploitation of children and adolescents in its area of influence.

1.4. Not allow the practice of moral and/or sexual harassment in the workplace, as well as discrimination with respect to sex, gender, origin, race, color, physical condition, health, religion, marital status, age, family situation, pregnancy, sexual orientation, or any other form of discrimination, making efforts in this regard with its suppliers, and disseminating the reporting channels, own or public.

1.5. Ensure the safety and dignity of its employees, linked to the execution of this contract, with respect to basic sanitation, hygiene, transportation, food, and accommodation.

2. ENVIRONMENTAL RESPONSIBILITY:-

2.1. Protect and preserve the environment and prevent and eradicate practices that are harmful to it, exercising its activities in compliance with the legislation and rules, issued by the federal, state, and municipal spheres, including, but not limited to, compliance with Law 6938/1981 (National Environmental Policy) and Law 9.605/1998 (Environmental Crimes Law), making efforts in this regard with its suppliers.

2.2. Observe the Federal Law 12.305/2010 and the Federal Decree 7.404/2010, regarding the correct management (generation, segregation, handling, storage, transportation, and disposal) of solid waste from its activities.

CLAUSE XXI. ETHICS AND INTEGRITY.

The **CONTRACTOR** shall observe, during the term of this Contract, the provisions of Law 12.846/2013 (Anti-Corruption Law), as well as Decree No. 10.271/2014, of the State of Paraná, which regulated said Law.

1. The **CONTRACTOR** shall be aware of the ethical principles and commitments defined in **COPEL's** Code of Conduct - available on its website (www.copel.com). Thus, the **CONTRACTOR** shall not be entitled to any subsequent claims regarding the sanctions applied due to failure to comply with said Code and the legal provisions contained in Law 12.846/2013.

2. The **CONTRACTOR**, without excluding **COPEL's** duty, is obliged to supervise the compliance with this Clause, instructing and informing all those who act on its behalf, for the execution of this Contract, aiming at preventing, detecting and combating harmful acts.

3. If requested, the **CONTRACTOR** must answer the Integrity Questionnaire to be made available by **COPEL** and return it within 30 (thirty) days.

4. The **CONTRACTOR** undertakes to immediately report the practice of irregularities of which it has knowledge, through the reporting channels available at **COPEL**, among which:-

a) 0800 643 5665 - telephone number of the Reporting Channel;-

b) <https://www.conformidade.com.br/CanalCopel/>.

CLAUSE XXII. INSPECTION.

COPEL will inspect the contracted services, checking the correct execution of the work, and may reject, in whole or in part, the services deemed unsatisfactory or that do not meet the specifications of the Contract.



**REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

1. The inspection may recommend the application of contractual administrative penalties, require measures that may be necessary and/or embargo services with imminent risks, and the **CONTRACTOR** must arrange for the immediate elimination of faults or failures, at no cost to **COPEL**.
2. The **CONTRACTOR** must facilitate under all aspects the action of the inspection, abiding by its recommendations.
3. The inspection will be exercised in the exclusive interest of **COPEL** and neither excludes nor reduces the responsibility of the **CONTRACTOR**, including before third parties, for any damage resulting from irregularity or poor execution and, in the eventual occurrence of such cases, does not imply co-responsibility of **COPEL** or its agents.
4. During the Contract duration, the **CONTRACTOR** must allow **COPEL** to inspect the fulfillment of the contractual obligations, allowing it to visit any of its establishments.

CLAUSE XXIII. MANAGEMENT.

The management of this Contract will be the responsibility of employees formally indicated for this purpose.

CLAUSE XXIV. ADMINISTRATIVE SANCTIONS.

Failure to comply with the obligations assumed in this Contract, assured the broad defense and adversary proceedings, will subject the **CONTRACTOR** to the following administrative sanctions:-

1. Warning, in writing, for failure to comply with an obligation of low impact on the execution of the Contract, which does not cause concrete damage to **COPEL**, the environment or third parties.
2. Contractual Fines as follows:-
 - 2.1. Fines for failure to comply with the SLA described in Attachment II, as follows:-
 - a. For each situation represented by the breach of level 1 SLA, a penalty of 0.05% (zero point zero five percent) of the overall contract value will be applied;-
 - b. For each situation represented by the breach of the Level 2 SLA, a penalty of 0.15% (zero point fifteen percent) of the overall contract value will be applied;-
 - c. For each situation represented by the breach of level 3 SLA, a penalty of 0.45% (zero point four five percent) of the overall contract value will be applied;-
 - 2.2. A fine of 0.2% (zero point two percent) on the overall estimated value of the Contract, per day of delay in presenting the Fiscal and Labor Certificates of Good Standing, limited to 5% (five percent).
 - 2.3. A fine of 2% (two percent) on the estimated Overall Value of the Contract, for failure to comply with Clause XVIII "Privacy and Personal Data Protection", notwithstanding the liability provided for in item 18.2 of this Clause.
 - 2.4. A fine of 20% (twenty percent) on the remaining balance of the Contract for partial non-execution of the object.
 - 2.5. A fine of 20% (twenty percent) on the estimated overall value of the Contract for total non-execution of the object.
 - 2.6. A fine of 5% (five percent) on the estimated overall value of the Contract, as a result of contract rescission caused by the **CONTRACTOR**.
 - 2.7. A fine of 20% (twenty percent) on the estimated overall value of the Contract in case of submission of a false document or statement.
 - 2.8. A fine of 5% (five percent) on the estimated overall value of the Contract, as a result of failure to



**REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

comply with any of the other obligations undertaken, including failure to comply with any of the items described in Attachment I (COPEL VOLT's List of Challenges), or still, for repeated warnings.

2.9. A fine of 5% (five percent) of the estimated overall value of the Contract, for the filing of merely procrastinating appeals.

3. Temporary suspension from participation in public tenders and impediment to contract with companies of the **COPEL** Group, its wholly-owned subsidiaries and controlled companies for a period of up to 2 (two) years, due to breach of contractual obligations that cause serious consequences or significant impact to **COPEL**, its wholly-owned subsidiaries and controlled companies, or to the public interest.

Paragraph 1 The fine may be deducted from payments eventually due by **COPEL** or, when applicable, charged judicially or still be compensated 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 and sequent of the Civil Code.

Paragraph 2 The fine applied will be subject to notification.

Paragraph 3 The reasons of fortuitous events or force majeure must be duly communicated to **COPEL** and proven within 5 (five) days from their occurrence, so that they can be analyzed and considered valid, at **COPEL**'s discretion.

Paragraph 4 The fines provided for in this Contract are independent of each other, and may be applied separately or cumulatively, however, their total is limited to 40% (forty percent) of the total value of this Contract.

Paragraph 5 The application of penalties to the **CONTRACTOR** by competent external bodies, related to execution of the object of this contract, may lead to the adoption of measures by **COPEL**, including contract rescission.

Paragraph 6 The fines established in this Clause will be applied regardless of the liability of the **CONTRACTOR** for any direct, indirect damages and/or excess losses, in the terms of Article 416, sole paragraph, of the Civil Code, whose value will be calculated in a proper action and in the appropriate procedural phase, if there is no consensus between the parties.

Paragraph 7 The sanctions applied will be subject to annotation in **COPEL**'s registry, and will influence future qualifications with said registry and the judgment of eventual new sanctions.

CLAUSE XXV. CONFIDENTIALITY.

The **CONTRACTOR** undertakes to keep confidential, as well as not to disclose to third parties in any form, or use for purposes other than the purposes of this Contract, the information exchanged with **COPEL**, hereafter referred to as "Confidential Information", except for that which is part of the interface with Companies, Entities, Institutions or Official Control Bodies, which must be consulted, accessed or complied with in any way.

1. The availability of Confidential Information, when requested by judicial authorities or any other competent authority, or when it comes to public knowledge, will not characterize a breach of the duty of confidentiality.

2. The obligation not to disclose Confidential Information to third parties extends to employees and other individuals or legal entities that maintain commercial, labor, or any other type of relationship with the **CONTRACTOR**, and it is the latter's responsibility to ensure compliance with this obligation.

CLAUSE XXVI. CONTRACTUAL AMENDMENTS.

The Contract may be amended by agreement between the parties under the terms of art. 81 of Law



**REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

13.303/2016 and in line with **COPEL's** Internal Regulations for Bidding and Contracts.

CLAUSE XXVII. TERMINATION.

1. The contract can be terminated in the events foreseen in **COPEL's** Internal Regulations for Bidding and Contracts and in accordance with Complementary Law 182/2021;-

1.1. The contract can also be terminated by **COPEL** in the following cases:-

a. If **COPEL** does not agree with the Disbursement Plan and deliveries and there is no agreement between the **CONTRACTOR** and **COPEL**;-

b. If **COPEL** does not agree with the detailed monthly delivery schedule and there is no agreement between the **CONTRACTOR** and **COPEL**.

2. If the Contract is terminated, for any of the foreseen cases, **COPEL** will pay the **CONTRACTOR** only for the services executed and accepted up to the termination date, with **COPEL** having the right to deduct amounts resulting from pre-payments, fines and/or damages caused by the **CONTRACTOR**.

CLAUSE XXVIII. JURISDICTION.

The jurisdiction of the judicial district of Curitiba, Capital of the State of Paraná, is elected to settle any issues arising from this Contract, with express waiver of any other, however privileged it may be.

In witness whereof, the parties sign this Contract through their legal representatives.

ON BEHALF OF **COPEL** - Full name.

ON BEHALF OF **CONTRACTOR** - Full name.

ATTACHMENT V. LETTER FOR THE APPOINTMENT OF THE CONTRACTOR'S REPRESENTATIVE.

(Company letterhead).

Place, Month/Day/Year.

COMPANHIA PARANAENSE DE ENERGIA – **COPEL**.

COPEL Holding.

C/O Mr./Mrs. _____

Street _____

Zip Code - City/State.

REF.: APPOINTMENT OF A CONTRACT REPRESENTATIVE.

Pursuant to the provisions of Item 10.3.2 of the Internal Regulations for Bidding and Contracts, in compliance with Federal Law 13.303/2016, we hereby inform you that we have appointed to represent this Company in the execution of **COPEL** Contract _____ no. _____ the following responsables:-

Titleholder: [blank].

(Name and RG [ID]).

(Phone and e-mail).

Substitute: [blank].

(Name and RG [ID]).

(Phone and e-mail).

We clarify that, according to the abovementioned legislation, the designated representative will always be present at the site of the work or service, if deemed necessary by the parties due to the characteristics of the contractual object.

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



REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
ANTONIO DARI ANTUNES ZHBANOVA

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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

Sincerely,-

(Signature).

(Name of Company's legal representative).

NOTE: This letter must be presented together with an original copy of the Contract at the time of signing.

ATTACHMENT VI. DECLARATION OF COMPLIANCE WITH THE CONDITIONS FOR CONTRACTING WITH THE PUBLIC ADMINISTRATION.

....., CNPJ [National Corporate Taxpayer's Registry] no., through its undersigned legal representative, DECLARES under the legal penalties, for purposes of participating in the COPEL Special Bidding 001/2021....., that:-

1. the documents presented are originals or true copies of the same, under penalty of ineligibility, notwithstanding criminal, civil, and administrative liability;-
2. the documents that comprise the Notice were made available to it, and it became aware of all the information, local conditions, and the degree of difficulty of fulfillment of the object;-
3. accepts to participate in this bidding under the conditions stipulated in the Notice and, in case of winning, fully assumes the responsibility for the supply of its object;-
4. is not declared ineligible to bid or contract with Public Administration bodies;-
5. fully complies with all the qualification requirements demanded in this bidding and there is no impediment to do so;-
6. has no convictions in civil or criminal actions for acts of administrative improbity; and-
7. is not suspended or impeded from bidding or contracting with COPEL, its subsidiaries and controlled companies, as a result of the provisions of article 38 of Federal Law No. 13.303 of June 30, 2016.

Place, Month/Day/Year.

(Signature).

(Name and position of the representative).

(Name of the bidder if letterhead is missing).

ATTACHMENT VII. DECLARATION OF SOCIAL AND ENVIRONMENTAL RESPONSIBILITY.

(Company) enrolled with CNPJ [National Corporate Taxpayer's Registry] no., through its partner, owner or director, Mr./Mrs., bearer of Identity Card no. and CPF [Individual Taxpayer's Registry] no., **DECLARES:-**

1. for purposes of the provisions of item XXXIII of art. 7 of the Federal Constitution, that it does not employ anyone under eighteen years of age in night work, hazardous or unhealthy work, and does not employ anyone under sixteen years of age for any work, except as an apprentice, as of fourteen years of age;-
2. that it does not practice labor relations characterizing forced labor or slave-like labor, as set forth in Laws No. 9.777, of December 30, 1998, No. 10.803, of December 11, 2003, and Federal Complementary Law No. 75, of May 20, 1993;-
3. that it respects Human Rights and does not allow any form of discrimination, fulfilling labor obligations and ensuring decent working conditions for employees; and-



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

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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

4. that it does not adopt practices that are harmful to the environment, exercising its activities in compliance with the legal, regulatory, and administrative acts related to the areas of environment, issued by the federal, state, and municipal spheres, including, but not limited to, compliance with Law No. 6.938 of August 1981 (National Environmental Policy) and Law No. 12.305 of August 2, 2010 (National Solid Waste Policy).

Place, Month/Day/Year.

(Signature).

(Name and position of the representative).

(Name of the bidder if letterhead is missing).

ATTACHMENT VIII. TABLE OF ADDITIONAL INFORMATION REQUIRED FOR INVOICES.

Important: the differentiation between capital and small letters, accentuation and special characters must be respected as pointed out in the standard format, otherwise it will not be possible to read the data.

INFORMATION	WHEN TO INFORM	ORIENTATION	STANDARD FORMAT
National Register of Works - CNO	When it comes to Civil Construction Work (art. 2 of IN SRF 1.845/2018, and Attachment VII of IN 971/2009). Note: the cases foreseen in art. 4 of IN SRF 1.845/2018 will be exempt from being enrolled in the CNO.	The number of the National Register of Works preceded by the prefix "CNO=" must be informed. Do not use spaces.	CNO=XXXXXXXXXX Example: CNO=094750984
Judicial Process	When the Contractor enjoys a court decision that grants it the right to suspend the enforceability of the social security contribution (INSS) withholding.	The number of the judicial process 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 supervisor shall provide the Contractor with this information	The Purchase Order number(s) and the respective Item(s) should be informed, preceded by the prefix "PED_IT=". * The order number always has ten digits and begins with "450". * There will be cases in which the following must be informed: a) 1 order and 1 item; b) 1 order and more than 1 item; c) More than one order and more than one item. * When there is more than one request use the slash character (/) as a separator, do not use spaces. * When there is more than one item, use the semicolon character (;) as a separator and the dash character (-) for a range, do not use spaces.	PED_IT=450XXXXXXXX[x-xx;x;xx-xx]/450XXXXXXXX[x;x;xx-xx]... Example (a): PED_IT=4501414414[5] Example (b): PED_IT=4501414414[5;6] Example (c): PED_IT=4501414414[5;6]/4501 417799[10-50]/4501417766[1;5;8]



**REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

<p>Reduced INSS base</p>	<p>When there is a legal provision allowing the possibility of reducing the INSS calculation basis (with material/equipment values and other allowed deductions).</p>	<p>The value of the reduced INSS base must be informed, preceded by the prefix "BASE_REDUZIDA_INSS="</p> <p>The value must be reported without the thousand separator. Enter only numbers with the comma separator (,) for decimal places, do not use spaces.</p>	<p>BASE_RED_INSS=XXX,X</p> <p>Example: BASE_RED_INSS=20458,5</p>
<p>Material applied for INSS deduction purposes</p>	<p>When the reduction of the calculation basis of the social security contribution is applied with values of materials/equipment, in the terms allowed by law.</p>	<p>The value applied in materials and/or equipment for the reduction of the INSS base must be informed, preceded by the prefix "MATERIAL/EQUIPMENT="</p> <p>The value must be reported without the thousand separator. Enter only numbers with the comma separator (,) for decimal places, do not use spaces.</p>	<p>MAT_EQUIP=XXX,XX</p> <p>Example: MAT_EQUIP=1375,82</p>
<p>Benefit applied for INSS deduction purposes - Meal Voucher</p>	<p>When it is a labor supply and there is the supply of portions corresponding to the cost of food in natura provided by the Contractor and, as of November 11, 2017, to the cost of the food allowance, provided that it is not paid in cash.</p>	<p>The value applied in meal vouchers must be informed for the reduction of the INSS base preceded by the prefix "VL_REF ="</p> <p>The value must be reported without the thousand separator. Enter only numbers with the comma separator (,) for decimal places, do not use spaces.</p>	<p>VL_REF=XXX,XX</p> <p>Example: VL_REF=857,11</p>
<p>Benefit applied for INSS deduction purposes - Transport Voucher</p>	<p>When it is a labor supply and there is the supply of transportation vouchers, in accordance with the proper legislation.</p>	<p>The value applied in transport vouchers must be informed for the reduction of the INSS base preceded by the prefix "VL_TRNSP ="</p> <p>The value must be reported without the thousand separator. Enter only numbers with the comma separator (,) for decimal places, do not use spaces.</p>	<p>VL_TRNSP=XXX,XX</p> <p>Example: VL_TRNSP =315,00</p>
<p>Municipality where the service is provided</p>	<p>In all cases.</p>	<p>The municipality code should be informed as published by IBGE [Brazilian Institute of Geography and Statistics] preceded by the prefix "MUN_PREST="</p> <p>Do not use spaces.</p> <p>The code can be consulted on the</p>	<p>MUN_PREST=XXXXXXXX</p> <p>Example (Curitiba): MUN_PREST=4106902</p>



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

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

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TRANSLATION No. 109994

BOOK No. 297

PAGE No. 001

		website: < https://www.ibge.gov.br/explica/codigos-dos-municipios.php >	
Service code	When the municipality of the invoice issuer has its own service codification, different from the List of Services attached to Complementary Law no. 116, of July 31, 2003.	The service code corresponding to the service provided must be informed, according to LC116, preceded by the prefix "SERV_LC116="	SERV_LC116=XX.XX Example: SERV_LC116=7.04
		Do not use spaces. For example: The "Demolition Service" in the São Paulo City Hall's own table is coded as "1058", whose correspondent in LC116 is "7.04". The code can be consulted on the website: < http://www.planalto.gov.br/ccivil_03/leis/lcp/lcp116.htm >	

ATTACHMENT IX. DISBURSEMENT PLAN TEMPLATE-

Item	Description	Qty.	Justification	Unit value (in reais)	Total amount (in reais)
-	-	-	-	-	-
TOTAL DISBURSEMENT					-

COPEL Special Bidding 001/2022.

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Simple Signature made by: **Cristina Kakawa** on 10/13/2022 3:49 PM.

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NOTHING ELSE was contained in said original, which I return with this faithful translation. In WITNESS WHEREOF, I have here set my hand and seal of office, this October 20, 2022.

Emoluments according to the law.

**This document has been digitally signed by Antonio Dari Antunes Zhbanova.
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