



SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

EXHIBIT V – PENALTIES



SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

INDEX

1. GENERAL PROVISIONS.....	3
2. PROCEDURE FOR APPLYING PENALTIES	7
3. PENALTIES IN KIND.....	11
4. TEMPORARY SUSPENSION SENTENCES AND DECLARATION OF DISQUALIFICATION	16
5. FINE AMOUNTS TABLE	17
6. INFRACTION CLASSIFICATION TABLE.....	19

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

PRESENTATION

The purpose of this EXHIBIT is to regulate the contractual penalties, as well as to define the infractions and the amounts of fines to which the CONCESSIONAIRE will be subject, without prejudice to the possibility of applying sanctions for non-compliance with other obligations set for: (i) in the AGREEMENT or in the PUBLIC NOTICE PROTOCOL, as authorized by Clause 59.1 of the AGREEMENT; and (ii) in the pertinent legislation and regulations, to which the CONCESSIONAIRE is subject.

The application of the penalties provided for in this EXHIBIT shall always observe the procedure provided for in Clause 59 of the AGREEMENT, so that ARTESP may, in addition to applying the due penalty to the CONCESSIONAIRE, demand the return of any financial benefit that the CONCESSIONAIRE has earned, even if in the form of savings, due to the practice of an act considered as an infraction, in order to avoid the illicit enrichment of the CONCESSIONAIRE.

1. GENERAL PROVISIONS

- 1.1. For the purposes of applying the penalties, in addition to this EXHIBIT, the AGREEMENT, with emphasis on Clause 59, the NOTICE and the other EXHIBITES of the AGREEMENT, as well as the applicable legislation, will be observed.
- 1.2. In the cases in which the infractions are already expressly described and typified in the INFRACTION CLASSIFICATION TABLE, the levels and groups of the respective penalties have already been established in order to maintain proportionality to the related infraction.
 - 1.2.1. It is not appropriate to apply the principles of proportionality and/or reasonableness for the reduction of the fine penalty amounts indicated in the INFRACTION CLASSIFICATION TABLE of item 6 of this EXHIBIT to the level referred to in item 3.1.1, Considering that such amounts have already been set in order to maintain proportionality to the related infraction.
- 1.3. The BASE DATE of the Tables contained in this EXHIBIT is the same as that provided for in Clause 3.2 of the AGREEMENT.
 - 1.3.1. The amounts in this EXHIBIT shall be readjusted when each adjustment of the PECUNIARY CONSIDERATION occurs, based on the variation of the IPCA, which occurred between the month prior to the BASE DATE indicated in the AGREEMENT, and the month prior to the adjustment of the PECUNIARY CONSIDERATION.
- 1.4. In infractions that are proven to result from cases of force majeure and/or fortuitous events and/or constitute the unenforceability of different conduct, no penalty will be applicable to the CONCESSIONAIRE, provided that the event beyond the fault and responsibility of the CONCESSIONAIRE is the direct and immediate reason for the infraction conduct.

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- 1.4.1. If it is identified that the infraction would have occurred, even if hypothetically the event of force majeure and/or fortuitous event did not occur, a penalty will be applied to the CONCESSIONAIRE.
- 1.4.2. For the purposes of applying penalties, the following are considered:
 - 1.4.2.1. Force majeure and fortuitous event: the event so defined in the form of civil law and which is the direct and immediate cause of an infringement within the scope of the AGREEMENT;
 - 1.4.2.2. Unenforceability of different conduct: the situation that, despite constituting an infraction provided for in this EXHIBIT or in the AGREEMENT, does not result from fault or willful misconduct on the part of the CONCESSIONAIRE, which diligently adopted the measures that were incumbent on it to produce a different result, duly demonstrated and unequivocally proven in the corresponding administrative proceeding.
- 1.5. Except in the cases provided for in item 1.4, the CONCESSIONAIRE will be considered a contractual violation, with the application of the corresponding penalty, whenever the conduct described in the INFRACTION CLASSIFICATION TABLE of Item 6 of this EXHIBIT or provided for in the NOTICE, in the AGREEMENT or in its EXHIBITES, or in the legislation and/or regulation, considering the provisions of item 3.2.2, without prejudice to the consideration of any aggravating and/or mitigating circumstances, the following being irrelevant:
 - i. The characterization of a notable incident, under the terms of item ix, item 8.1, of EXHIBIT III.A of the AGREEMENT;
 - ii. The production of serious damage or risks to the provision of the SERVICES, to USERS or to third parties, in cases where such circumstances do not constitute an element of the infraction type;
 - iii. The conducts adopted by the CONCESSIONAIRE before or after the infraction conduct, except in cases that constitute mitigating or unenforceable conduct
 - iv. The fact that the infraction was committed shortly after the beginning of the COMMERCIAL OPERATION PHASE of the SERVICES, without prejudice to the application of the mitigating circumstance provided for in item 3.2.4, (v);
 - v. The fact that the infraction is caused by:
 - a. Defects of responsibility of the CONCESSIONAIRE that qualify as

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

unforeseeable and/or improbable, except in cases that constitute force majeure or unforeseeable circumstances;

- b. The state of the CONCESSION ASSETS transferred by the GRANTING AUTHORITY to the CONCESSIONAIRE, unless it is characterized as a defect of responsibility of the GRANTING AUTHORITY, under the terms of Clauses 21.1.3, 21.1.14 and 21.1.25 of the AGREEMENT; or
 - c. The action of subcontractors, suppliers, employees, outsourced or employees of the CONCESSIONAIRE, including the SUBCONTRACTED OPERATOR, regardless of the type of employee involved in the infraction conduct, and the CONCESSIONAIRE is attributable, as if they had been directly performed by it, all acts performed by individuals and legal entities that it has contracted;
- 1.6. The CONCESSIONAIRE may suffer, for non-compliance with the same contractual obligation, the application of penalties provided for in this EXHIBIT and, cumulatively, the reduction of its PECUNIARY CONSIDERATION, due to the incidence of the PERFORMANCE INDICATORS, without being characterized *bis in idem*, considering that the PERFORMANCE INDICATORS do not have a sanctioning nature.
- 1.7. In the event that a conduct corresponds to more than one infraction among those provided for in this EXHIBIT, the penalty corresponding to the most specific infraction will be applied, and the accumulation of infractions related to the same conduct will be prohibited. In the specific case of the infraction conducts dealt with in the items 92 the 94 of the INFRACTION CLASSIFICATION TABLE contained in Item **Erro! Fonte de referência não encontrada.** of this EXHIBIT, if there is an overlap of infraction types incident to the same infraction conduct, only one fine will be applicable for each infraction/fact, under penalty of bis-in-idem, and ARTESP must choose the most specific fine.
- 1.8. If the CONCESSIONAIRE incurs in an infraction whose effects last over time, a late payment fine of 1% (one percent) per day will be charged on the amount of the penalty applied, as of the day the infraction materializes.
- 1.9. ARTESP may, at its discretion, grant a new deadline for the correction of irregularities related to infractions whose effects of non-compliance last over time, provided that the infraction does not impact the definitive delivery of VENTURES, ADDITIONAL INVESTMENTS or CONTINGENT INVESTMENTS.
- 1.9.1. The new deadline for correction of irregularities will extend for up to 180 (one hundred and eighty) days, extendable in the limit for up to the same period, and must be technically compatible with the performance of the work or service not performed.

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- 1.9.2. The correction of the irregularities verified within the new period provided for in the item above will exempt the CONCESSIONAIRE from paying the late payment fine provided for in item 1.8.
 - 1.9.3. Failure to comply with the obligation within the new stipulated period will result in the collection of a late payment fine provided for in item 1.8, from the first day following the expiration of this new stipulated period until the fulfillment of the obligation. Late payment fines may not exceed the amount of the portion of the obligation not yet fulfilled.
 - 1.9.4. The granting of a new deadline for the correction of irregularities does not suspend the processing of sanctioning proceedings already initiated, except in the case of an express decision to the contrary.
 - 1.9.5. The granting of a new deadline for the correction of irregularities does not suspend or prevent the investigation of the commission of new infractions, regardless of whether the misconduct to be investigated has been carried out before or after the period covered by the Item 1.9.1.
- 1.10. Without prejudice to the provisions of Item 1.9, if a penalty is applied to the CONCESSIONAIRE related to the delay or non-compliance with the time frames of the PHYSICAL-EXECUTIVE SCHEDULES of VENTURES, ADDITIONAL INVESTMENTS or CONTINGENT INVESTMENTS, the enforceability of this penalty will be suspended until the deadline set for the definitive conclusion of the VENTURES, ADDITIONAL INVESTMENTS or CONTINGENT INVESTMENTS.
- 1.10.1. Compliance with the deadline for the definitive conclusion of the VENTURES, ADDITIONAL INVESTMENTS or CONTINGENT INVESTMENTS will result in the conversion of any penalty into a warning in the sanctioning proceedings related to non-compliance with the obligations described in Item 1.9.
 - 1.10.2. Failure to comply with the deadline for the definitive conclusion of the VENTURES, ADDITIONAL INVESTMENTS or CONTINGENT INVESTMENTS will reestablish the enforceability of the penalties for delay or non-compliance with the time frames of the PHYSICAL-EXECUTIVE SCHEDULES of VENTURES, ADDITIONAL INVESTMENTS or CONTINGENT INVESTMENTS.
 - 1.10.3. Without prejudice to the provisions of the previous item, ARTESP will apply a penalty for non-compliance with the deadline for definitive completion of the VENTURES, ADDITIONAL INVESTMENTS or CONTINGENT INVESTMENTS, plus a late payment fine at the rate of 1% (one percent) per day on the amount of the penalty applied, from the first day following the expiration of the deadline until its definitive conclusion.

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- 1.10.4. In parallel with the application of the penalty referred to in item 1.10.3 any economic and financial imbalance of the AGREEMENT in favor of the GRANTING AUTHORITY will be assessed, as provided for in Clause 23.2.1.

2. PROCEDURE FOR APPLYING PENALTIES

- 2.1. Without prejudice to the application of penalties to the CONCESSIONAIRE as provided for in this Item, the financial benefit eventually obtained by the CONCESSIONAIRE, even if in the form of savings, due to the practice of an act considered as an infraction, after investigation in an administrative proceeding, shall be subject to economic and financial rebalancing of the AGREEMENT in favor of the GRANTING AUTHORITY, in order to avoid the illicit enrichment of the CONCESSIONAIRE.
- 2.2. The pecuniary amounts resulting from the application of fines proven to be due, after an administrative decision from which there is no further administrative appeal, will revert to the GRANTING AUTHORITY, being deducted in a single installment, preferably, from the next PECUNIARY CONSIDERATION and keeping the corresponding amount in the CENTRALIZED ACCOUNT.
- 2.2.1. In the event that the fine has been spontaneously paid on the date provided for in its collection document, the corresponding amount will be directed to the CENTRALIZED ACCOUNT, by ARTESP.
- 2.2.2. If it is not possible to deduct the amount referred to in the item above, or to offset the amounts due by the GRANTING AUTHORITY, the CONCESSIONAIRE shall pay the fine, within a maximum period of fifteen (15) business days, counted from the notification of the final administrative decision, and the proof of payment shall be presented in the records of the administrative sanctioning proceeding, within the same period.
- 2.2.3. Failure to pay any fine due, when the deduction referred to in Item is impossible 2.2, or its compensation with amounts owed by the GRANTING AUTHORITY, under the terms and term established, will characterize serious misconduct and will give rise to the execution of the PERFORMANCE GUARANTEE, under the terms established in the AGREEMENT, without other measures being necessary.
- 2.3. If any type of contractual violation is found in the exercise of the inspection, which results in the potential application of penalties to the CONCESSIONAIRE, the person responsible for the inspection of the AGREEMENT must draw up an INSPECTION TERM, containing:
- i. Description of the fact(s) found;

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- ii. Indication of possible recurrence, including the date of the last occurrence, if applicable;
 - iii. Framing of the fact found with the infractions provided for in this EXHIBIT, or, if there is no specific typification, with non-compliance with obligations provided for in the AGREEMENT, in the NOTICE and in its EXHIBITES, in the applicable legislation and/or regulations. In the event that a certain conduct practiced by the CONCESSIONAIRE corresponds to more than one infraction among those provided for in this Exhibit, ARTESP will justify its choice by the penalty corresponding to the most specific infraction, prohibiting the accumulation of a more generic infraction related to the same conduct;
 - iv. Photographic record, when compatible with the nature of the infraction;
 - v. Indication of the applicable penalty, observing the criteria in this EXHIBIT;
 - vi. Identification of the inspection agent.
- 2.3.1. The consummation of the infraction depends only on the practice of an act typified under the terms of the AGREEMENT and/or its EXHIBITES, regardless of its identification, immediate or later, by ARTESP, which, when drawing up the INSPECTION TERM, will indicate the fact found and the date of consummation of the infraction, which may be prior to the date of inspection.
- 2.4. Any errors in the framing or indication of the applicable penalty, by the inspection agent, may be remedied within the scope of the administrative sanctioning proceeding, and the deadline for the CONCESSIONAIRE's defense must be returned if the remediation results in any new information of a factual nature.
- 2.5. Once the INSPECTION TERM has been drawn up, it must be forwarded:
- 2.5.1. To the competent authority within the scope of ARTESP, for the purposes of evaluating the initiation of an administrative sanctioning proceeding, following the regular legal procedure provided for in Complementary State Law No. 1,413/2024; and
 - 2.5.2. To the CONCESSIONAIRE, indicating a deadline for rectifying the faults or defects verified, without prejudice to the concomitant initiation of an administrative sanctioning proceeding, pursuant to Complementary State Law No. 1,413/2024.
- 2.5.2.1. The drafting of the TERM OF INSPECTION and the initiation of the respective administrative sanctioning proceeding do not depend on the conclusion of the reports and technical procedures to be carried out by the

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

CONCESSIONAIRE for the investigation of occurrences, and on the adoption of the relevant measures to rectify the faults and defects verified, including those mentioned in EXHIBIT III.A and its exhibits, and it is therefore applicable that: in the exercise of the inspection of the AGREEMENT, some type of contractual violation is found that results in the potential application of penalties to the CONCESSIONAIRE.

- 2.5.2.2. The regularization of the faults pointed out in the TERM OF INSPECTION does not exclude the configuration of non-compliance and, consequently, the application of the corresponding penalty, under the terms provided for in this EXHIBIT, in Clause 59 and in the applicable legislation, observing the hypotheses provided for in the Items 1.9 and 1.10, when applicable.
- 2.6. In the INSPECTION TERM, or at any stage of the administrative proceeding initiated to investigate any breach of contract, ARTESP may, on its own initiative or upon provocation, determine the adoption of a preventive or mitigating measure, when there is an indication or well-founded fear that the CONCESSIONAIRE, directly or indirectly, may cause irreparable injury to PASSENGERS or the community that is difficult to repair, or may render the final result of the process ineffective.
 - 2.6.1. Failure to comply with the preventive or mitigating measures determined by ARTESP will constitute an aggravating circumstance;
 - 2.6.2. It is possible to bring together, in the same administrative sanctioning proceeding, related cases involving infractions of the same type, in which case the eventual application of a penalty will consider the number of infractions committed;
 - 2.6.3. If the occurrence of mitigating and/or aggravating circumstances is found for only one or part of the infractions investigated, ARTESP shall apply penalties separately.
- 2.7. Once summoned, by electronic means, the CONCESSIONAIRE shall be responsible for presenting a prior defense within fifteen (15) calendar days, instructing it with the evidence it deems appropriate, including the indication of the evidence it intends to produce.
 - 2.7.1. The summons referred to in the Item above must be accompanied by the respective TERM OF INSPECTION.
 - 2.7.2. The CONCESSIONAIRE shall keep updated with ARTESP the electronic address through which it will receive any summonses, notifications, subpoenas or communications related to this AGREEMENT, adopting as the initial term for the counting of deadlines the business day immediately following the sending of the electronic communication.

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- 2.7.3. The production of evidence is considered to be the instruction of the defense presented by the CONCESSIONAIRE with the documentation pertinent to the defensive theses then formulated, as well as the assessment of these documents by the competent authority within the scope of ARTESP.
- 2.7.4. The reasons presented by the CONCESSIONAIRE in the defense were not accepted, or if the deadline of the item 2.7 elapses without the presentation of a defense by the CONCESSIONAIRE, and if it is concluded that a breach of contract has occurred, the applicable sanction shall be applied, in accordance with this EXHIBIT and upon notice from the CONCESSIONAIRE.
 - 2.7.4.1. The notification of the application of penalties shall be made by means of a written notification, by means of a protocol of delivery or electronic submission, determining, in the case of a fine, its payment, within a minimum period of fifteen (15) business days from its receipt, subject to item 3.2.1.1.
- 2.7.5. In the event of any penalty applied by ARTESP, an appeal will be lodged, within fifteen (15) business days from the receipt of the summons by the CONCESSIONAIRE, only once, directly to the authority hierarchically superior to the one that issued the decision, always within the scope of ARTESP.
 - 2.7.5.1. The deadline provided for in the item will be applicable to requests for reconsideration, which may be submitted only once in the case of an act from which there is no hierarchical appeal, as provided for in article 165 of the BIDDING AND ADMINISTRATIVE AGREEMENTS LAW .
 - 2.7.5.2. The decision that judges the appeals filed by the CONCESSIONAIRE may not aggravate the penalties that may be applied to its disadvantage, except in cases of revocation or invalidation of the appealed decision.
- 2.8. Compliance with the penalties imposed by ARTESP does not exempt the CONCESSIONAIRE from the faithful fulfillment of the obligations and responsibilities set forth in this AGREEMENT and EXHIBITES, as well as from the reparation of any losses and damages caused to the GRANTING AUTHORITY, its employees, PASSENGERS or third parties, as a result of the activities related to the CONCESSION.
- 2.9. The CONCESSIONAIRE may not be penalized in the event of contractual breaches resulting directly and demonstrably from:
 - 2.9.1. Event whose risk was attributed to the GRANTING AUTHORITY, under the terms of Clause 21 of the AGREEMENT;

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

2.9.2. Events provided for in Clauses 20.1.2 and 20.1.7 of the AGREEMENT, provided that the CONCESSIONAIRE demonstrates that it has taken all appropriate measures to avoid the materialization of the risk and that it did not culpably or intentionally contribute to the event, subject to the provisions of Clause 20.1.2.1;

2.9.3. Exclusions of liability provided for in this EXHIBIT.

2.10. The CONCESSIONAIRE may, pursuant to SPI Resolution No. 01/2024, or another that replaces it, submit an expression of interest in carrying out the non-litigious discharge of fines already imposed by ARTESP, or subject to an ongoing administrative sanctioning proceeding.

3. PENALTIES IN KIND

3.1. CAVEAT

3.1.1. The caveat penalty may be applied, in lieu of the fine penalty, due to the commission of contractual violations classified in Groups I and II, Level A, duly adjusted under the same terms of item 1.3.1 of this EXHIBIT, as follows: (a) indicated in the Tables of Fine Values of item **Erro! Fonte de referência não encontrada.** of this EXHIBIT, or (b) determined on the basis of the system of the item 3.2.2, provided that the following requirements are met:

- i. the CONCESSIONAIRE formally requests the conversion of the fine penalty into a warning, upon acknowledgment of the commission of the infraction object of the investigation, within the period defined for the presentation of the defense, in the administrative scope;
- ii. the CONCESSIONAIRE demonstrates that it has adopted all the necessary measures for the effective correction of the fault, resulting in proven cessation of the infraction until the date of the request;
- iii. the CONCESSIONAIRE demonstrates that it has adopted the appropriate measures to avoid the occurrence of a similar fault;
- iv. no significant damage has been caused by the violation of the GRANTING AUTHORITY, the GRANTED SERVICE and/or the PASSENGERS Significant damages will be understood that: (i) may compromise the fulfillment of the PERFORMANCE INDICATORS, under the terms of EXHIBIT III.D of the AGREEMENT, or impair the provision of the SERVICES; or (ii) may represent any type of financial loss to the GRANTING AUTHORITY or the PASSENGERS; and

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- v. there has been no specific recurrence practiced by the CONCESSIONAIRE, as defined in Clause 59.3 of the AGREEMENT.

3.2. FINE

3.2.1. Fines will be imposed due to violations practiced by the CONCESSIONAIRE to the clauses contained in the AGREEMENT and EXHIBITES, in accordance with the rules set forth in this EXHIBIT, subject to the provisions of Clause 59.3 of the AGREEMENT.

3.2.1.1. The amounts of the fines, when applied, will be subject to the incidence of the SELIC RATE, calculated pro rata die, as of the date of the end of the deadline for payment, determined in accordance with item 3.2.1.1, until the date of effective payment.

3.2.2. In the event of non-compliance, by the CONCESSIONAIRE, with any obligation provided for in the PUBLIC NOTICE PROTOCOL, in the AGREEMENT or in its EXHIBITES, or in the applicable legislation and/or regulations, for which there is no specific fine, this will be calculated using as reference the amounts provided for infractions of similar nature and gravity, always respecting the minimum and maximum values provided for in this EXHIBIT, ensuring proportionality between the infraction and the corresponding sanction, by observing the following criteria, when applicable:

- i. the nature and seriousness of the infraction;
- ii. the resulting damage to the GRANTING AUTHORITY, to the PASSENGERS, to the employees of the CONCESSIONAIRE, to service providers of the CONCESSIONAIRE, and/or to passers-by, or even to the SERVICES provided by the CONCESSIONAIRE;
- iii. the advantages obtained or intended by the CONCESSIONAIRE as a result of the infraction committed;
- iv. the presence of willful misconduct by the CONCESSIONAIRE or its agents; and
- v. the CONCESSIONAIRE's background, including any recurrence.

3.2.3. The base amount of the fine, defined in the Table of Fine Values or through the system of items 3.2.4 and 3.2.5 of this EXHIBIT, may be increased or reduced, due to the presence of aggravating and mitigating circumstances.

3.2.4. The following are considered mitigating circumstances:

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- i. The recognition, within the deadline for filing the defense at the administrative level, of the commission of the infraction object of the investigation, as well as of its responsibility, with the corresponding presentation of an expression of interest in the non-litigious discharge of the amount of the fine, according to the modalities and procedure provided for in SPI Resolution No. 01/2024;
 - ii. The concurrence of external agents for non-compliance, which have an influence on the result produced;
 - iii. When compatible with the nature of the infraction, the execution of spontaneous measures by the CONCESSIONAIRE, resulting in the cessation of the infraction and restoration of the conditions of the offended parties, within the period for filing the defense in the administrative sphere;
 - iv. The fact that the infraction was committed during the first 06 (six) months from the beginning of the COMMERCIAL OPERATION PHASE of the SERVICES.
 - v. Submission of an expression of interest in the non-litigious discharge of the amount of the fine, according to the modalities and procedure provided for in SPI Resolution No. 01/2024, after the conviction of the CONCESSIONAIRE in the context of an administrative sanctioning proceeding and prior to the issuance of a decision in an administrative appeal; and
 - vi. Submission of an expression of interest in the non-litigious discharge of the amount of the fine, according to the modalities and procedure provided for in SPI Resolution No. 01/2024, after the initiation of the administrative sanctioning proceeding and prior to the issuance of a conviction decision;
- 3.2.4.1. The mitigating circumstance referred to in the item iv of the item 3.2.4 will be applicable exclusively to infractions pertaining to the SERVICE whose COMMERCIAL OPERATION PHASE has started less than 06 (six) months ago.
- 3.2.4.2. The mitigating circumstances provided for in item 3.2.4 The following discounts on fines will be envisaged:
- i. Mitigating factor provided for in item 3.2.4Item i: Reduction of 30% (thirty percent) on the base amount established for the fine;

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- ii. Mitigating factor provided for in item 3.2.4Item ii: Reduction of 15% (fifteen percent) on the base amount established for the fine;
- iii. Mitigating factor provided for in item 3.2.4Item iii: Reduction of 15% (fifteen percent) on the base amount established for the fine; and
- iv. Mitigating factor provided for in item 3.2.4Item iv: Reduction of 10% (ten percent) on the base amount established for the fine.
- v. Mitigating factor provided for in item 3.2.4Item v: Reduction of 20% (twenty percent) on the base amount established for the fine; and
- vi. Mitigating factor provided for in item 3.2.4Item vi: reduction of 10% (ten percent) on the base amount established for the fine

3.2.4.3. The effectiveness of the mitigating factors provided for in the items i and ii of the item 3.2.4 is subject to the suspensive condition corresponding to the spontaneous payment, by the CONCESSIONAIRE, of the fine calculated and applied at the end of the due administrative process. Exceeding the deadline established for the satisfaction of the fine, without its unconditional payment, will result in the disregard of the mitigating factor applied and the adoption of the measures legally or contractually provided for the collection of the fine in its full amount.

3.2.5. The following are considered aggravating circumstances:

- i. The infraction was committed through fraud or bad faith;
- ii. Failure to adopt alternative and/or mitigating measures, within the deadline and under the terms recommended by ARTESP;
- iii. Committing the offence to facilitate or ensure the execution, concealment, impunity or advantage of another offence;
- iv. The configuration of specific recidivism practiced by the CONCESSIONAIRE, according to the concept defined in Clause 59.3 of the AGREEMENT. In order to avoid bis-in-idem for types of infractions incident to the same conduct, this paragraph should be disregarded as an aggravating circumstance in the application of penalties, if recidivism is already an element of the type of infractions, according to item 3.2.7 of this EXHIBIT; and

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- v. Bad faith litigation throughout the administrative sanctioning process, characterized by any of the conducts provided for in article 80 of the Civil Procedure Code.

3.2.5.1. The aggravating circumstances provided for in item 3.2.5 The following increases on the fines will be made:

- i. Aggravating circumstance provided for in item 3.2.5Item i: Increase of 20% (twenty percent) on the base amount established for the fine;
- ii. Aggravating circumstance provided for in item 3.2.5, Item ii: Increase of 20% (twenty percent) on the base amount established for the fine;
- iii. Aggravating circumstance provided for in item 3.2.5, Item iii: Increase of 20% (twenty percent) on the base amount established for the fine;
- iv. Aggravating circumstance provided for in item 3.2.5, Item iv: Increase of 20% (twenty percent) on the base amount established for the fine; and
- v. Aggravating circumstance provided for in item 3.2.5, item v: Increase of 20% (twenty percent) on the base amount established for the fine.

3.2.6. The following aggravating and/or mitigating situations cannot be recognized, cumulatively:

- i. the mitigating factor provided for in item 3.2.4 item i, cumulatively with the mitigating factors provided for in item 3.2.4, items i, v and/or vi, whichever is applicable shall prevail;
- ii. the mitigating factor provided for in item 3.2.4Item ii, cumulatively with the aggravating circumstance provided for in item 3.2.5, Item ii, prevailing in Agravante;
- iii. any of the mitigating factors provided for in item 3.2.4, items III, IV or V, cumulatively with the aggravating circumstance provided for in item 3.2.5, engraved V, prevailing in Agravante.

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

- 3.2.7. Mitigating or aggravating circumstances that constitute an element of the type of infraction, described in the INFRACTION CLASSIFICATION TABLE or identified based on the system of the item, will not be considered in the dosimetry of the fine 3.2.3.
- 3.2.8. The existence of a victim due to non-compliance with the Mandatory Operational Guidelines and/or Mandatory Maintenance Guidelines will result in the imposition of a fine, per victim, in the amount of the infraction referred to in item 96 of the INFRACTION CLASSIFICATION TABLE.
- 3.3. The classification of infractions provided for in the INFRACTION CLASSIFICATION TABLE is indicative of the probable classification of each type of infraction, without prejudice to the possibility of classification in a different category, throughout the administrative sanctioning process.

4. TEMPORARY SUSPENSION SENTENCES AND DECLARATION OF DISQUALIFICATION

- 4.1. The suspension of the right to participate in bids and to contract with the direct or indirect PUBLIC ADMINISTRATION of the State of São Paulo and the declaration of disqualification to bid or contract with the PUBLIC ADMINISTRATION may be applied, respecting the legal rules of jurisdiction, in the case of repeated practices of contractual or regulatory violations, as well as in the case of violations that cause serious harm to the public interest, in addition to the situations provided for in the applicable legislation and rules, especially those provided for in article 156 of the BIDDING AND ADMINISTRATIVE AGREEMENTS LAW , when the expiration of the CONCESSION is decreed, also considering the following circumstances, with a view to guaranteeing the principles of reasonableness and proportionality:
- i. the nature and seriousness of the infraction;
 - ii. the presence of willful misconduct by the CONCESSIONAIRE or its agents;
 - iii. the resulting damage to the GRANTING AUTHORITY, to the PASSENGERS, to the employees of the CONCESSIONAIRE, to service providers of the CONCESSIONAIRE, to passers-by, or even to the SERVICES provided by the CONCESSIONAIRE;
 - iv. the advantages obtained by the CONCESSIONAIRE as a result of the infraction committed;
 - v. the adoption of measures by the CONCESSIONAIRE to minimize the damage caused by the infraction;
 - vi. the economic and financial situation of the CONCESSIONAIRE, in particular its ability to honor financial commitments, generate revenues and maintain the execution of the

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

AGREEMENT; and

vii. the background of the CONCESSIONAIRE.

4.2. The penalty of suspension of the right to participate in bids and to contract with the direct or indirect PUBLIC ADMINISTRATION of the State of São Paulo will be applied for a period not exceeding three (3) years.

4.3. The declaration of disqualification to bid or contract with the PUBLIC ADMINISTRATION will take effect as long as the reasons determining the punishment persist or until rehabilitation is promoted before the authority that applied the penalty, for a minimum period of three (3) years and a maximum of six (6) years.

4.3.1. Rehabilitation must be requested before the authority that applied the penalty, demanding, cumulatively: (i) full reparation of the damage caused to the PUBLIC ADMINISTRATION; (ii) payment of the fine; (iii) elapse of the minimum period of 1 (one) year from the application of the penalty, in the case of impediment to bid and contract, or 3 (three) years from the application of the penalty, in the case of a declaration of disrepute; (iv) compliance with the rehabilitation conditions defined in the punitive act; and (v) prior legal analysis, with a conclusive position regarding compliance with the requirements listed in this item.

5. FINE AMOUNTS TABLE

Table I
Group Definitions

Groups	Fine Values
I	R\$ 61,437.78
II	R\$ 307,188.53
III	R\$ 552,939.94
IV	R\$ 737,253.24
V	R\$ 1,474,506.47

Table II
Penalty Classification Levels

Level	Penalty Rankings
A	5% of the Fine Amount

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

B	10% of the Fine Amount
C	30% of the Fine Amount
D	50% of the Fine Amount
E	75% of the Fine Amount
F	100% of the Fine Amount

- 5.1. The infractions are divided into the following categories, except for the effects of the circumstances set out in the items 3.1.1, i, 3.2.4 and 3.2.5.

6. INFRACTION CLASSIFICATION TABLE

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
PLANS, CERTIFICATES, REPORTS AND OTHER DOCUMENTS				
1.	1.1 Failure to submit or implement the OPERATING PLANS, with all the PLANS (observing the infractions 11, 12 and 58) that compose them, within the term and in the manner established in the AGREEMENT.	II	D	Do not partially deploy
			F	Not fully implement
			F	Not to submit and/or initiate acts without prior authorization and/or approval
	1.2 Failure to observe the operating procedures contained in the OPERATING PLANS, with all the PLANS that compose them, within the term and in the manner established in the AGREEMENT	I	D	For non-compliance
2.	2.1 Fail to submit or implement the INVESTMENT PLAN and/or its revisions, with all the plans that compose it, within the term and in the manner established in the AGREEMENT.	III	D	Do not partially deploy
			F	Not fully implement
			F	Not to submit and/or initiate acts without prior authorization and/or approval
	2.2 Failure to observe the INVESTMENT PLAN and/or its revisions, with all the plans that compose it, within the term and in the manner established in the AGREEMENT.	I	D	For non-compliance
3.	3.1 Fail to submit or implement the DEMOBILIZATION PLAN, within the term and in the manner established in the AGREEMENT.	I	B	Do not partially deploy
			B	Not fully implement
			C	Not to submit and/or initiate acts without prior

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
				authorization and/or approval
	3.2 Failure to observe the DEMOBILIZATION PLAN, within the period and in the manner established in the AGREEMENT.	I	C	For non-compliance
4.	Failure to submit the COMMERCIAL PLAN OF ANCILLARY REVENUES, within the term and in the manner established in the AGREEMENT.	I	A	Do not submit
	5.1. Fail to submit the GENERAL PLAN FOR EXPROPRIATION, TEMPORARY OCCUPATION AND EASEMENT AND RESETTLEMENT or the SPECIFIC PLANS FOR EXPROPRIATION, TEMPORARY OCCUPATION AND EASEMENT AND RESETTLEMENT within the term and in the manner established in EXHIBIT IV.A of the AGREEMENT, including considering the IFC PERFORMANCE STANDARD 5 guidelines.	IV	D	Not to submit and/or initiate acts without prior authorization and/or approval
5.	5.2. Fail to start the implementation of the GENERAL PLAN FOR EXPROPRIATION, TEMPORARY OCCUPATION AND EASEMENT AND RESETTLEMENT or the SPECIFIC PLANS FOR EXPROPRIATION, TEMPORARY OCCUPATION AND EASEMENT AND RESETTLEMENT within the term and in the manner established in the AGREEMENT and in EXHIBIT IV.A of the AGREEMENT, considering the IFC PERFORMANCE STANDARD 5 guidelines.	IV	E	Per infringement
	5.3. Failure to comply with the GENERAL PLAN FOR EXPROPRIATION, TEMPORARY OCCUPATION AND EASEMENT AND RESETTLEMENT or the SPECIFIC PLANS FOR EXPROPRIATION, TEMPORARY OCCUPATION AND EASEMENT AND RESETTLEMENT within the term and in the manner established in the AGREEMENT and in EXHIBIT IV.A of the AGREEMENT, considering the IFC PERFORMANCE STANDARD 5 guidelines.	III	D	For non-compliance

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
6.	6.1. Failure to implement a quality management system, in accordance with the NBR ISO 9001 Standard, in the OPERATION and maintenance processes object of the AGREEMENT, and/or to obtain its certification by a certifying body accredited by INMETRO or by another legally recognized body, within the period established in the AGREEMENT.	II	F	Failure to start on the pre-established date
	6.2. Lose, at any time during the CONCESSION TERM, the certification referred to in Item 6.1 above.	IV	F	Per infringement
	6.3. Fail to obtain and submit, within the period requested by ARTESP, maintain in force and renew all licenses, authorizations, consents, permissions, certificates, qualifications, grants and permits in the name of the CONCESSIONAIRE, necessary for the execution of the AGREEMENT, except in the cases provided for in specific types of infractions.	II	F	Not obtaining/presenting and/or maintaining and/or renewing
7.	Change, update or revise the PLANS without submission to ARTESP, as determined in the AGREEMENT.	III	E	Do not change, update or revise
8.	8.1 Failure to submit or implement the STAKEHOLDER ENGAGEMENT PLAN, within the time and in the manner established in the AGREEMENT and in its EXHIBIT IV.B	II	F	Non-submission and/or non-implementation
	8.2 Failure to comply with the STAKEHOLDER ENGAGEMENT PLAN, within the time and in the manner established in the AGREEMENT and its EXHIBIT IV.B	II	D	For non-compliance
9.	9.1 Fail to submit or implement the EMERGENCY ACTION PLAN, within the term and in the manner established in EXHIBIT IV.A of the AGREEMENT.	II	F	Non-submission and/or non-implementation
	9.2 Failure to comply with the EMERGENCY ACTION PLAN, within the period and in the manner established in EXHIBIT IV.A of the AGREEMENT.	II	D	For non-compliance
10.	10.1 Fail to submit and approve the ESIA, within the term and in the manner established in the AGREEMENT.	II	F	Do not submit and/or initiate acts without APPROVAL

EXHIBIT V - PENALTIES

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
	10.2 Failure to observe the ESIA, within the time and in the manner established in the AGREEMENT.	II	D	For non-compliance
INSURANCE				
11.	Fail to submit or implement the INSURANCE PLAN, within the term and in the manner established in the AGREEMENT	II	F	Do not submit/deploy
12.	Failure to observe the INSURANCE PLAN, within the term and in the manner established in the AGREEMENT, failing to contract, renew, update or maintain the insurance in force, in the manner required in the AGREEMENT.	II	D	For non-compliance
INFRASTRUCTURE IMPLEMENTATION, REQUALIFICATION, ADAPTATION AND MODERNIZATION				
13.	Do not start or start with delay the implementation of works related to expansions, requalifications, adaptations and modernizations, according to the PHYSICAL-EXECUTIVE SCHEDULE in force, respecting the milestones and stages that constitute it.	Caveat		By INVESTMENT PACKAGE
		II	D	By INVESTMENT PACKAGE, the late payment fine and other provisions of the items 1.8, 1.9 and 1.10.
14.	Not completing or completing with delay the implementation of works related to expansions, requalifications, adaptations and modernizations, according to the PHYSICAL-EXECUTIVE SCHEDULE in force, failing to comply with the contractual milestones for the completion of the investment (INVESTMENT PACKAGES) contained in EXHIBIT IX.A.	V	C	By INVESTMENT PACKAGE, the late payment fine and other provisions of the items 1.8, 1.9 and 1.10.
15.	15.1 Failure to submit the FINANCING PLAN, within the time and in the manner established in the AGREEMENT	II	F	Do not submit

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
16.	Failure to comply with the deadline established for completion of the pending issues listed in the SUBSTANTIAL CONCLUSION for the purpose of certification/approval of the FULL CONCLUSION of the INVESTMENT PACKAGES	III	F	For non-compliance with deadline
17.	Failure to comply with the time frame for the completion of the execution of the works, indicated in the PHYSICAL-EXECUTIVE SCHEDULES, related to accessibility at the Stations.	III	F	By season, the late payment fine and other provisions of the items 1.8, 1.9 and 1.10.
ASSUMPTION OF THE SERVICE/TRANSFER OF POSSESSION OF THE PUBLIC ASSETS NECESSARY FOR THE EXECUTION OF THE SERVICES AND BEGINNING OF THE PROVISION OF THE SERVICES				
18.	Failure to comply with the maximum period established in the AGREEMENT for the duration of the contractual phases provided for in Clause 8.1, regardless of ARTESP's agreement with any extension, due to the occurrence of a risk event or liability of the CONCESSIONAIRE, or breach of contract by the CONCESSIONAIRE, even if concomitantly with the occurrence of the event of risk or liability of the GRANTING AUTHORITY, or breach of contract thereof.	V	E	For non-compliance with the deadline.
19.	Fail to present the technical staff of the MULTIPLIERS scheduled for the training carried out in the PRE-OPERATIONAL PHASE, within the period established in the AGREEMENT.	II	F	Non-presentation .
20.	Fail to sign the TERM OF DELIVERY OF THE EXISTING INFRASTRUCTURE that ends the PRE-OPERATIONAL PHASE, under the terms of EXHIBIT III.B and the AGREEMENT (Clause 10.1).	I	F	For infringement.
21.	Fail to start the COMMERCIAL OPERATION PHASE of the SERVICES after signing the TERM OF DELIVERY OF THE EXISTING INFRASTRUCTURE.	V	E	For non-compliance with the deadline.
PRESERVATION OF TIMELINESS IN THE PROVISION OF SERVICES GRANTED				

**SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ**

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
22.	Fail to preserve the timeliness and modernity in the provision of the SERVICES, as detailed in Clause 16 of the AGREEMENT.	I	F	By item or service.
OWNERSHIP OF THE PROJECT, TECHNICAL DOCUMENTATION AND RIGHTS RELATED TO THE SUBWAY NETWORK				
23.	To cease to assign, free of charge and definitively, to the GRANTING AUTHORITY, to CPTM and to the future SUCCESSORS, a license to use studies, projects and other intellectual works created and used throughout the CONCESSION TERM, or intellectual property rights, under the terms set forth in the AGREEMENT.	IV	E	By license.
24.	Failure to comply with the obligation to ensure that all supervisory, automation and operational control systems are open source, or to grant access to the respective codes to ARTESP.	V	C	Systematically.
25.	Use the technical documentation related to the CONCESSION, especially the CONCESSION ASSETS, for purposes other than those provided for in the AGREEMENT.	II	F	For infringement.
26.	Fail to make available to ARTESP, after formal request, a digital copy of documentation generated with the implementation of the INFRASTRUCTURE TO BE BUILT, or the provision of SERVICES, as well as changes in said documentation during the OPERATION.	IV	E	For infringement.
ENVIRONMENTAL LICENSING, ENVIRONMENTAL MANAGEMENT AND ENVIRONMENTAL LIABILITIES				
27.	27.1. Failure to take the necessary steps to issue the authorizations, consents and environmental grants under the responsibility of the CONCESSIONAIRE, described in the AGREEMENT and in EXHIBIT IV.B.	III	F	For infringement.
	27.2. Failure to obtain the ENVIRONMENTAL LICENSES under the responsibility of the CONCESSIONAIRE, necessary for the execution of the AGREEMENT, subject to the terms of the AGREEMENT and its EXHIBIT IV.B.	V	C	For infringement.

EXHIBIT V - PENALTIES

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
28.	Failure to comply with the requirements or conditions established in the ENVIRONMENTAL LICENSES obtained by the CONCESSIONAIRE or transferred by the GRANTING AUTHORITY, subject to the provisions of Clause 50 of the AGREEMENT and EXHIBIT IV.B of the AGREEMENT.	III	F	For infringement.
29.	Fail to maintain in force or renew all licenses, authorizations, consents and environmental grants necessary for the execution of the AGREEMENT.	V	D	For infringement.
30.	Fail to implement or maintain an environmental management system, observing the term and conditions contained in the AGREEMENT and EXHIBIT IV of the AGREEMENT.	IV	E	For infringement.
31.	Fail to request, when relevant, the rectification of the ENVIRONMENTAL LICENSE for Regularization Operation, in accordance with the legislation in force, observing EXHIBIT IV.B of the AGREEMENT.	IV	E	For infringement.
32.	Failure to take the measures described in EXHIBIT IV.B of the AGREEMENT for the management of ENVIRONMENTAL LIABILITIES.	V	D	For infringement.
ANCILLARY REVENUES				
33.	To start the exploitation of the ANCILLARY REVENUES provided for in the COMMERCIAL PLAN OF ANCILLARY REVENUES, without previously communicating or forwarding to ARTESP the drafts of the respective contracts or other pertinent documents, containing the information required in the AGREEMENT.	I	F	For infringement.
34.	Exploit or earn ANCILLARY REVENUE without sharing the amounts earned with the GRANTING AUTHORITY, under the terms of the AGREEMENT.	I	F	By contract, without prejudice to retroactive payment, duly updated

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
35.	Fail to forward to ARTESP, within the period provided for in the AGREEMENT, a report detailing the amounts collected as ANCILLARY REVENUES, a copy of invoices and similar instruments and other information necessary to monitor the exploitation of ANCILLARY REVENUES, under the terms of the AGREEMENT.	I	F	Per infringement
36.	Directly or indirectly explore alternative or complementary sources of revenue or commercially exploit associated projects or enterprises in the CONCESSION AREA that compromise the safety of the OPERATION and the quality standards of the SERVICES.	IV	F	By contract
37.	Failure to comply with the obligation to enter into all contracts for the exploitation of ANCILLARY REVENUES in writing.	I	F	By contract
38.	Entering into a contract for the exploitation of ANCILLARY REVENUES for a period longer than the CONCESSION TERM, without prior and express authorization from ARTESP.	IV	F	By contract
39.	Entering into a contract for the exploitation of ANCILLARY REVENUES for values lower than the market reality, in order to artificially reduce the amount earned as ANCILLARY REVENUES.	V	E	Per infringement
FINANCING				
40.	40.1. Offering rights arising from the CONCESSION as a guarantee of operations and financing without the prior and express consent of ARTESP.	V	F	Per infringement
	40.2. To give shares or rights corresponding to the control of the CONCESSIONAIRE, as a guarantee of financing, without the prior and express consent of ARTESP.	V	F	Per infringement
ASSETS THAT ARE PART OF THE CONCESSION, REVERSION AND TRANSITION				

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
41.	Failure to keep the CONCESSION ASSETS in good condition, in full operation and safe, according to Clause 13.4 verified based on the adequacy of the conditions of use and maintenance present in the inspection report referred to in Clause 14.3 of the AGREEMENT.	V	D	Assessment of the conditions of use and maintenance of the CONCESSION ASSETS resulting from the inspections established in the AGREEMENT
42.	Failure to keep the INVENTORY updated, with all the required information and in the manner provided for in the AGREEMENT.	I	F	By measurement of outdated INVENTORY
43.	Failure to record the CONCESSION ASSETS in the CONCESSIONAIRE's accounting, including their distinction in relation to exclusively private assets, in compliance with the accounting standards in force and the AGREEMENT.	I	F	By unregistered CONCESSION ASSETS
44.	Attempting or consummating fraud in the characterization of the CONCESSION ASSETS of the INVENTORY, through intent or fault of the CONCESSIONAIRE.	V	F	Per infringement
45.	Sell, transfer to third parties or constitute encumbrances, of any nature, on the CONCESSION ASSETS without the prior consent of the GRANTING AUTHORITY, except in the cases provided for in Clause 15.3.2 of the AGREEMENT.	V	F	Per infringement
46.	Failure to expressly mention the binding of the CONCESSION ASSETS to the CONCESSION in the legal transactions of the CONCESSIONAIRE that involve them.	I	F	Per infringement
47.	Use or dispose of the CONCESSION ASSETS outside the hypotheses provided for in the AGREEMENT.	V	D	Per infringement
48.	Fail to revert to the GRANTING AUTHORITY the CONCESSION ASSETS, under the conditions provided for in the AGREEMENT, as well as all the rights and privileges linked to the CONCESSION, when it is terminated.	V	F	Per infringement

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
49.	Carry out dissolution, sharing of assets or distribution of values in any capacity among shareholders of the CONCESSIONAIRE before: (i) ARTESP issues the FINAL TERM OF RETURN, attesting that the reverted assets are in perfect conditions of operation, use and maintenance, free of any encumbrances or charges; and (ii) the payment of the amounts due to the GRANTING AUTHORITY, as indemnity or any other title, is fully assured.	V	F	Per infringement
50.	Failure to submit cumulative reports for monitoring failures of all systems and ROLLING STOCK with the content and within the deadline provided for in the AGREEMENT.	I	F	Per infringement
DEALERSHIP				
51.	Failure to comply with the PAYMENT OF CAPITAL SCHEDULE or failure to make new capital contributions to the CONCESSIONAIRE in the event addressed in Clause 34.3.3.1 of the AGREEMENT.	V	C	Per infringement
52.	Modify the corporate structure of the CONCESSIONAIRE, implying the TRANSFER OF CONTROL REQUEST, without prior and express consent of ARTESP, in the situations required in the AGREEMENT.	V	F	Per infringement
53.	Fail to submit and institute the COMPLIANCE PROGRAM within the time and in the manner provided for in the AGREEMENT.	III	D	Stop instituting
			F	Stop submitting
54.	Not developing, publishing and implementing RELATED PARTIES TRANSACTION POLICY, within the period defined in the AGREEMENT	III	F	By infraction, regardless of the non-compliance due to lack of development, publication or implementation
OPERATION OF SERVICES				

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
55.	Fail to subsidize the INDEPENDENT VERIFIER with information necessary for the calculation of the PERFORMANCE INDICATORS, within the period set by the INDEPENDENT VERIFIER.	IV	F	Per infringement
56.	Operate with a capacity above that defined in EXHIBIT III.A	II	F	The occurrence is verified on the day, during the peak period, except for the provisions of item 6.3.1 of EXHIBIT III.A
57.	Failure to comply with the provisions of the AGREEMENT, EXHIBITES, especially that contained in EXHIBIT III.A to keep the stations and their dependencies clean, as well as equipment for public use, including the external and internal parts of the trains, as well as the elevators and tracks.	I	D	Per infringement
58.	58.1 Not to implement, before the beginning of the COMMERCIAL OPERATION of each SERVICE, fraud/evasion control mechanisms in the use of the SERVICES, without payment, when due, of the PUBLIC FARE, as provided for in the MONITORING, PREVENTION AND CONTAINMENT OF REVENUE EVASION PLAN.	V	E	Per infringement
	58.2 Failure to comply with the provisions of the AGREEMENT, EXHIBITES and the OPERATION AND MAINTENANCE PLAN to curb fraudulent practice by PASSENGERS, contrary to the duty to pay the PUBLIC FARE, when its payment is required.	II	F	Per infringement
	58.3 Enabling or facilitating the practice of fraudulent conduct by PASSENGERS, contrary to the duty to pay the PUBLIC FARE, when its payment is required.	V	B	Per infringement
59.	Not attending to the events that generate high demand, under the terms of the AGREEMENT and its EXHIBIT III.E.	V	F	Per infringement

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
60.	Not to adopt the proper measures of pre-hospital or outpatient care within the reach of the CONCESSIONAIRE to mitigate any damages occurred or to help people who are injured or have sudden illness within the CONCESSION AREA.	III	F	Per infringement
61.	Failure to comply with the provisions of the AGREEMENT and EXHIBIT III.A to prevent crimes and misdemeanors in the CONCESSION AREA.	I	F	Per infringement
62.	Failure to comply with the provisions of EXHIBITES III.A and III.E in order to curb inappropriate behavior of PASSENGERS, considering the conducts typified in specific legislation and regulations	I	F	Per infringement
63.	Fail to implement, and keep updated at the disposal of ARTESP a computerized maintenance management system (CMMS) and computerized operation management system (SIGO), under the conditions and deadline defined in EXHIBITES II.C, III.A and III.D.	V	E	By infraction, regardless of the non-compliance due to lack of implementation, maintenance or availability or maintenance
SPECIFIC OBLIGATIONS OF THE CONCESSIONAIRE				
64.	Failure to comply with the provisions of the Conduct Adjustment Term - TAC No. 09/99, contained in Appendix 5 of EXHIBIT XI, highlighting the requirement contained in item "f" of Clause Four of the TAC, regardless of the requirements present in the VENTURES that incorporate the implementation of accessibility, under the terms of EXHIBIT II.A and the AGREEMENT.	III	F	Per infringement
65.	Not maintain, during the entire CONCESSION TERM, the qualification conditions required in the BIDDING, necessary for the provision of the GRANTED SERVICE, under the terms of the AGREEMENT.	IV	F	From the measurement of the loss of qualification conditions
66.	Not complying with the operational determinations of the metropolitan public passenger transport systems.	V	C	Per infringement

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
67.	Fail to inform the population and PASSENGERS, when requested by the GRANTING AUTHORITY, whenever there is a change in the PUBLIC FARE, its new value and effective date, as provided for in Clause 37.1.52 of the AGREEMENT	II	F	Per infringement
68.	68.1 Failure to comply with the tax and labor obligations arising from the execution of the AGREEMENT, as well as those provided for in the AGREEMENT, or failure to prove its compliance to ARTESP.	I	F	Per infringement
	68.2 Failure to communicate to ARTESP, within the deadlines established in the AGREEMENT, information regarding the discharge of tax, labor and civil obligations arising from the performance of the SERVICES, as well as regarding the initiation of administrative or judicial proceedings, the issuance of assessments or the imposition of fines against them that have as their object these charges.	I	F	Per infringement
69.	To carry out the issuance of securities or any debt operation that involves the offer as collateral of the rights arising from the CONCESSION or shares of the CONCESSIONAIRE, without the prior approval of ARTESP.	V	F	Per infringement
70.	Failure to communicate within 24 (twenty-four) hours to ARTESP, or not to adopt the necessary measures whenever the discovery of materials or objects of historical, archaeological or paleontological interest occurs, as well as geotechnical events, or INTERFERENCE with other public service concessionaires.	IV	F	Per infringement
71.	Failure to present, within the period provided for in the AGREEMENT, and publish the financial statements in accordance with corporate law, as well as the monthly closing trial balances, duly signed by the accountant in charge.	I	F	Per infringement

**SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ**

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
72.	Not to redo, adapt or correct, directly or indirectly, without cost to the GRANTING AUTHORITY or to the provision of the SERVICES, any and all works or services under its responsibility performed improperly or in non-compliance with the quality standards established in this AGREEMENT and EXHIBITES, observing the deadlines defined by ARTESP.	III	F	For work not redone, adapted or corrected
73.	Not to obtain and maintain, throughout the CONCESSION TERM, the AVCB for all infrastructure related to the object of the CONCESSION.	II	F	Per infringement
74.	Not to offer and/or not maintain in favor of the PASSENGERS any of the communication channels, except for the ombudsman, provided for in the AGREEMENT and its EXHIBITES, when there is no other specific type of infraction that applies to the case.	II	F	Per infringement
75.	Not to institute and/or not maintain a permanent ombudsman with the attributions provided for in the AGREEMENT.	V	C	Per infringement
76.	Violating an obligation arising from the duty of confidentiality or protection of personal data provided for in the AGREEMENT.	V	B	Per infringement
77.	Access the property subject to expropriation or eviction before the payment of compensation and, if applicable, other compensation and assistance provided for in the SPECIFIC PLANS FOR EXPROPRIATION, TEMPORARY OCCUPATION, EASEMENT AND RESETTLEMENT.	V	C	Per infringement
VENTURES, ADDITIONAL INVESTMENTS AND CONTINGENT INVESTMENTS				
78.	Refuse, without support in the AGREEMENT, to take the measures within its competence to include ADDITIONAL INVESTMENTS and CONTINGENT INVESTMENTS in the object of the CONCESSION.	III	F	By ADDITIONAL INVESTMENT or CONTINGENT INVESTMENT not included,

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
79.	Failure to comply with the deadlines for the start of the execution of ADDITIONAL INVESTMENT or CONTINGENT INVESTMENT, contained in the PHYSICAL-EXECUTIVE SCHEDULE.	V	C	By ADDITIONAL INVESTMENT or CONTINGENT INVESTMENT, the late payment fine and other provisions of the items 1.8, 1.9 and 1.10.
80.	Failure to comply with the deadlines for the end of the execution of ADDITIONAL INVESTMENT or CONTINGENT INVESTMENT.	V	C	By ADDITIONAL INVESTMENT or CONTINGENT INVESTMENT, the late payment fine and other provisions of the items 1.8, 1.9 and 1.10.
PERFORMANCE GUARANTEE AND INSURANCE				
81.	Not to maintain the GUARANTEE OF PERFORMANCE under the conditions provided for in the AGREEMENT, during the entire CONCESSION TERM.	V	C	Per infringement
82.	Failure to provide ARTESP with copies of the insurance policies contracted and their renewals, with proof that the respective premiums have been paid.	III	F	Per infringement
INSPECTION AND SUPPORT FOR INSPECTION				
83.	Failure to submit to ARTESP the information pertinent to the exercise of its supervisory power.	III	F	Per infringement
84.	Not providing credentials to a representative user of ARTESP for access to information and documents, or any audits, under the terms provided for in the AGREEMENT.	I	F	Per infringement
SUBCONTRACTING AND SUB-CONCESSION				

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
85.	Subcontracting the execution of the activities object of the CONCESSION in non-compliance with the rules set forth in the AGREEMENT.	V	C	Per infringement
86.	To terminate the contract of the SUBCONTRACTED OPERATOR in advance, in violation of the provisions of the AGREEMENT.	V	F	Per infringement
87.	To make or allow any type of sub-concession in relation to the SERVICES object of the CONCESSION.	V	F	Per infringement
EXHIBIT II.E – Technical Support, Independent Auditor, Independent Verifier and Implementation Certifier				
88.	Not starting the selection process within the established deadline, not presenting to ARTESP at least 3 (three) companies or consortia of companies for selection, or not signing the respective contracts with the TECHNICAL SUPPORT, the INDEPENDENT AUDITOR, IMPLEMENTATION CERTIFIER and the INDEPENDENT VERIFIER within the deadlines defined in the AGREEMENT and in EXHIBIT II.E of the AGREEMENT.	II	D	Not start the selection process
			D	Not present to 3 selected companies
			F	By contract not signed
89.	Collude, directly or through representatives, agents or employees of the CONCESSIONAIRE, with the INDEPENDENT AUDITOR, the IMPLEMENTATION CERTIFIER, the INDEPENDENT VERIFIER and/or the TECHNICAL SUPPORT, aiming at the fraudulent performance of their functions and obligations, according to the provisions of the AGREEMENT and its EXHIBIT II.E.	V	F	Per infringement
Exhibit III.A – Operational and Maintenance Guidelines				
90.	Failure to comply with mandatory guidelines provided for in EXHIBIT III.A of the AGREEMENT, resulting in an accident with a victim.	V	E	By accident with a victim resulting from non-compliance with the guidelines of EXHIBIT III.A
Exhibit III.B – Operational and Maintenance Transition Guidelines				

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
91.	Not reimburse CPTM for amounts related to the energy consumed, under the terms of the provisions of EXHIBIT III.B of the AGREEMENT.	V	D	Per infringement
Exhibit III.D – Performance Indicators and Discount Calculation Rules				
92.	Maintain performance below the minimum performance, with a score of 0.0 (zero), for a given PERFORMANCE INDICATOR, in 3 (three) sequential months, as provided for in EXHIBIT III.D of the AGREEMENT.	V	F	Per infringement
93.	Not achieving the minimum performance performance, with a score of 0.0 (zero), in a given PERFORMANCE INDICATOR, for 6 (six) months, even if not consecutive, during the last 12 (twelve) months, as provided for in EXHIBIT III.D.	V	F	Per infringement
94.	In any month, a score of 0.0 (zero) is assigned to more than 50% (fifty percent) of the PERFORMANCE INDICATORS in any of the SERVICES, as provided for in EXHIBIT III.D.	IV	F	Per infringement
95.	Failure to record: (i) non-urgent occurrences or (ii) scheduled maintenance activities in the Computerized Maintenance Management System, pursuant to item 8.1 of EXHIBIT III.A.	I	F	Per lack of registration
96.	Failure to register urgent occurrences in the Computerized Maintenance Management System in accordance with the information required in EXHIBIT III.D.	II	F	Per lack of registration
97.	Identification of discrepancies in the entry of data, urgent or non-urgent occurrence or failures or scheduled maintenance activity, presented by the CONCESSIONAIRE in the SIGO, CMMS or other system and those ascertained by the INDEPENDENT VERIFIER	V	C	By identified divergence
98.	If there are changes/modifications to the records, of urgent or non-urgent occurrence or of scheduled maintenance activity, and these changes have not been informed to the INDEPENDENT VERIFIER;	V	C	For changes not informed to the INDEPENDENT VERIFIER

EXHIBIT V - PENALTIES

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
99.	Postponement of the registration of failures of urgent or non-urgent occurrences or of any nature.	I	F	Due to late registration
100.	100.1 Failure to meet, in each item, the conditions/occurrences of Table 11 of EXHIBIT III.D, for consideration of "Regular Station".	II	F	For non-complied item
	100.2 Leave passenger circulation areas compromised by unmarked obstacles, also observing item 3.6.1 of EXHIBIT XII.	I	F	Per infringement
	100.3. In the event of inoperability of an escalator, whether due to failure or scheduled maintenance, for more than forty-eight (48) hours, the practice of any of the following conducts: (i) failure to submit to ARTESP, with a copy to the INDEPENDENT VERIFIER, within the initial period of forty-eight (48) hours, the schedule for solving the irregularity; (ii) failure to comply with the deadline and actions established in the schedule for solving the irregularity; or (iii) fails to present justifications when the period of restoration contained in the schedule is greater than fifteen (15) days.	I	F	Per infringement
	100.4 Inoperability of two or more escalators simultaneously, in the same station, due to failure or scheduled maintenance.	II	D	Per infringement
	100.5 Lack of service by a specialized team or inoperability of any mandatory equipment required for people with disabilities.	I	F	Per infringement
	100.6. In the event of elevator inoperability, whether due to failure or scheduled maintenance, for more than forty-eight (48) hours, the practice of any of the following conducts: (i) failure to submit to ARTESP, with a copy to the INDEPENDENT VERIFIER, within the initial period of forty-eight (48) hours, the schedule for resolving the irregularity; (ii) failure to comply with the deadline and actions established in the schedule for solving the irregularity; or (iii) fails to present justifications when the period of restoration	I	F	Per infringement

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

ITEM	INFRACTION	GROUP	LEVEL	CONFIGURATION
	contained in the schedule is greater than fifteen (15) days.			
	100.7 Inoperability of any component of the PCI, failure to constitute or maintain a fire brigade, or even failure to demonstrate compliance with mandatory inspections.	II	F	Per infringement