



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

EXHIBIT X - COLLECTION AND SINGLE TICKET REVENUE SYSTEM

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1. PRESENTATION

- 1.1. This EXHIBIT presents the description of the process of collection, control and sharing of revenue in the METRO-RAIL SYSTEM, to which the SERVICES belong.
- 1.2. The collection and ticketing systems will follow the current regulations of the State of São Paulo.
 - 1.2.1. The SINGLE TICKET REVENUE SYSTEM, in which the CONCESSIONAIRE will participate within the scope of the SERVICES, currently covers the attributions of ticketing, collection and clearing house, encompassing the public operating companies CPTM, the METRO and the concessionaires of the METRO-RAIL SYSTEM, the managers and concessionaires of the rubber-tired transportation system of the municipality of São Paulo, enabling the integration of rail and rubber-tired transport systems.
 - 1.2.2. The ABASP COLLECTION SYSTEM currently covers the attributions of ticketing and collection in public companies and concessionaires of the rail and rubber-tired transport systems of the RMSP under the competence of the STATE OF SÃO PAULO, without the possibility of integration, and, in the control and sharing of revenues, encompasses CPTM and METRÔ, the managers and concessionaires of the rubber-tired transport system in the metropolitan region of São Paulo.
- 1.3. The CONCESSIONAIRE can not oppose itself to the participation in the collection systems, ticketing and clearing houses within the scope of the SERVICES, whenever determined by the GRANTING AUTHORITY, which, in principle and under the terms of the previous item, comprise the SINGLE TICKET REVENUE SYSTEM and the ABASP COLLECTION SYSTEM.
 - 1.3.1. The CONCESSIONAIRE is aware that any changes in the collection and ticketing systems and clearing houses will not characterize an EVENT OF IMBALANCE and have, from now on, the consent of the CONCESSIONAIRE.
 - 1.3.1.1. In case of need for investments in new validator technologies, these may be implemented by the CONCESSIONAIRE, under the terms of the rules related to ADDITIONAL INVESTMENTS provided for in the CONTRACT, giving rise to economic and financial rebalancing.
 - 1.3.1.2. In the event of a change in the state regulation related to the clearing houses of the resources of the metro-rail system, it will not characterize an EVENT OF IMBALANCE and must preserve the rights of the CONCESSIONAIRE related to the REMUNERATION and GUARANTEES provided for in the CONTRACT.
- 1.4. The models and mechanisms for the collection of ticketing, eventual fare integrations and the sharing of fare revenues are regulated by means of resolutions, agreements and contracts signed between the parties that make up the METROFERROVIÁRIO SYSTEM and São Paulo

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Transportes – SPTrans, a municipal company and manager of the concessions of the rubber-tired transportation system of the Municipality of São Paulo.

- 1.5. The CONCESSIONAIRE shall be obliged to accept, as a means of access to the SERVICES, the use of BU and BOM tickets, single travel tickets (QR Code type tickets), TOP, and other TRAVEL TICKETS determined by the GRANTING AUTHORITY or by ARTESP, ensuring its right to consult the number of TRANSPORTED PASSENGERS.
- 1.6. The sale of single travel tickets at the stations of the LINES, or other means that may be adopted, will be carried out by the GRANTING AUTHORITY, through CPTM or by a duly authorized specialized company or association.

2. CHARACTERIZATION AND IMPLEMENTATION PHASES

- 2.1. The CONCESSION does not imply a change in the collection and ticketing system practiced in the METRO-RAIL SYSTEM and transportation on tires of the Municipality of São Paulo, the Metropolitan Region of São Paulo, or in any other regional entity that may be part of the CONCESSION, which system is currently operated by the following systems:
 - i. SINGLE TICKET REVENUE SYSTEM of the Municipality of São Paulo, operated by SPTrans, manager of the Municipal Collective Transportation System of São Paulo and governed by the OPERATIONAL AND CHARGE INTEGRATION AGREEMENT, through the use of an electronic ticketing system with a contactless *smart card*;
 - ii. SCAP system for controlling single travel tickets, whether printed or electronic QR Code tickets, *Smart card* or other device, operated and processed by METRÔ and CPTM, which will be replaced;
 - iii. Intelligent system by QR Code, operated and processed by CPTM, which can be replaced; and
 - iv. Ticketing and Collection System – SBA, operated by the Association for the Support and Study of Ticketing and Collection in Public Passenger Transport Services of the State of São Paulo – ABASP, through the use of travel tickets through the TOP Card, QR Code or other means of payment managed by ABASP;
- 2.1.1. The BOM, operated under the responsibility of the CMT, formed by the operators of the intercity public transport system by bus of the RMSP and governed by an Agreement for the use of a fare card, through the use of an electronic ticketing system with *Smart Card*, whose recharges on the cards are no longer sold, must continue to be accepted as a valid TRAVEL TITLE, as long as it is so established by the GRANTING AUTHORITY.

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- 2.2. The GRANTING AUTHORITY, at its sole discretion, may change the current constitution and system of collection and ticketing, as described above, safeguarding the rights and guarantees of the CONCESSIONAIRE provided for in the AGREEMENT, as well as transfer and/or centralize the administration of any of the aforementioned systems to an independent company or entity, with the purpose of providing all services related to commercialization, collection, validation and distribution of revenues.

3. MARKETING

- 3.1. The CONCESSIONAIRE will not participate in the sale of credits or travel titles, which will continue to be done as follows:
- i. the commercialization of credits of the collection and ticketing system is carried out by the network of commercial and service establishments, by companies qualified to sell electronic credits and travel rights, by a complementary network constituted by companies qualified to sell electronic credits, points of sale and service of PASSENGERS and virtual store; and
 - ii. the sale of travel tickets, QR Code tickets in electronic media, *Smart* card or other device is carried out by the GRANTING AUTHORITY, by ARTESP or through CPTM and by METRÔ (printed QR Code tickets), or another entity or company designated by the GRANTING AUTHORITY.
- 3.2. Such marketing activities may be subject to future transfer to third parties, by determination of the GRANTING AUTHORITY, aiming at the unification and integration of the collection and ticketing system.
- 3.3. The CONCESSIONAIRE shall make available, at the stations, physical space for the installation, by the GRANTING AUTHORITY and/or to whomever it indicates, of equipment for the sale of TRAVEL TICKETS by self-service, as well as to meet the needs of power outlet and communication/data network, to allow the operation of such sales equipment, following the guidelines set forth in EXHIBIT II.A. In the development of projects for the modernization and construction of stations, the CONCESSIONAIRE shall maintain spaces for the installation of ticket offices and self-service sales equipment. In the existing stations, the already defined spaces for ticket offices, rent rooms and self-service sales equipment must be maintained.

4. MONITORING AND INSPECTION STRUCTURES

- 4.1. The monitoring and inspection of the collecting and ticketing operation systems described in item 2 of this EXHIBIT is carried out, in each system, as follows:
- i. by the MANAGEMENT COMMITTEE within the scope of the SINGLE TICKET REVENUE SYSTEM of SPtrans, whose composition and attributions are regulated by the

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OPERATIONAL AND CHARGE INTEGRATION AGREEMENT and in which representatives of SMMT, STM, SPTrans, METRÔ, CPTM and each of the concessionaires representatives of Lines 4 – Amarela, 6 – Laranja, 5 – Lilás and 17 – Ouro, Lines 8 – Diamante and 9 – Esmeralda and CONCESSIONÁRIA DO TIC EIXO NORTE, in which the other concessionaires adhering to the METRO-RAIL SYSTEM, including the CONCESSIONAIRE, will participate;

- ii. by CPTM and METRÔ within the scope of their respective travel ticket systems, whether QR Code tickets, printed or in electronic media, *Smart Card* or other device, as well as as members of the Association for Support and Studies of Ticketing and Collection in Collective Passenger Transport Services of the State of São Paulo – ABASP, as Special Members, under the terms of its Statutes;
- iii. by the instrument of Adhesion to the Ticketing and Collection System – SBA, of the Association for the Support and Study of Ticketing and Collection in Public Passenger Transport Services of the State of São Paulo – ABASP; and

4.1.1. Observing the provisions of item 2.1.1, the monitoring and inspection of BOM system will be carried out by the monitoring committee within the scope of the BOM Ticketing System, whose composition and attributions are regulated by the Agreement for the Use of the Ticket Card and in which METRÔ, CPTM, CMT and EMTU/SP participate.

4.2. The instrument of the Single Ticket Agreement that regulates the composition and attributions of monitoring and inspection assures the participants the respective prerogatives and obligations, particularly in relation to matters that directly affect their legitimate interests, duly substantiated and consigned in their respective concession contracts, including as attribution:

- i. supervise the operation of the respective system in all its stages, in order to ensure the correct distribution and transfer of fare collection to the public operating companies and concessionaires of the METRO-RAIL SYSTEM and to the managers and concessionaires of the rubber-tired transportation system of the Municipality of São Paulo and the Metropolitan Region of São Paulo, considering eventual fare integrations and possible sharing of equipment and software;
- ii. ensure strict compliance with the rules for the distribution of fare collection, based on the history of use of metropolitan and municipal public transport systems, in accordance with the current fare policy.

5. REVENUE SHARING

5.1. The standard procedure for the distribution of funds collected by the sale of electronic credits of the SINGLE TICKET REVENUE SYSTEM complies with the following requirements:

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- i. the resources equivalent to the METRO-RAIL SYSTEM are distributed daily to the respective operators, according to the following order of priority:
 - a. of the total amount collected, the portion actually due to the concessionaire of Line 4 – Yellow will be paid first;
 - b. of the balance then calculated, the portion effectively due to the concessionaire of Line 6 – Orange will be paid, from the beginning of the commercial operation of this Line;
 - c. of the balance then calculated, the portion effectively due to the concessionaire of Lines 5 – Lilac and 17 – Gold will be paid;
 - d. of the balance then calculated, the portion effectively due to the concessionaire of Lines 8 - Diamond and 9 - Emerald will be paid;
 - e. of the balance then calculated, the portion effectively due to the TIC EIXO NORTE will be paid; and
 - f. the final balance then calculated is distributed between METRÔ and CPTM, according to percentages previously agreed between both companies.
- ii. the priority rules will be adjusted, throughout the PRE-OPERATIONAL PHASE, by means of an Amendment to the Single Ticket Agreement for the integration of the CONCESSIONAIRE as a new participant in the Single Ticket Agreement, as well as the MANAGEMENT COMMITTEE, in order to reflect its inclusion in the order of priority for receiving the amounts contractually due, according to the chronological order of the concession contracts signed by the GRANTING AUTHORITY, from the beginning of the COMMERCIAL OPERATION, in the sixth priority position, when it will be entitled to the monthly receipt of the PECUNIARY CONSIDERATION, to be deposited in the CENTRALIZING ACCOUNT, observing the guidelines contained in EXHIBIT IX and Clause 53 of the AGREEMENT;
- iii. The sixth priority position of the CONCESSIONAIRE, referred to in item (ii), shall be respected up to the amount that does not compromise the MINIMUM RESOURCES AVAILABLE, being certain that, once the amount of MINIMUM RESOURCES AVAILABLE is respected, the surplus may have its own destination;
- iv. The distribution rules are periodically adjusted as a result of the matching of accounts. Such distribution or apportionment rules are carried out daily and are based on the weekly average of uses through the Single Ticket - BU, of each modal in the previous month (tires and rails), with the adjustment of accounts at the end of each current month, with the actual data effectively calculated.

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- 5.1.1. PAYING BANK distributes the daily collection, depositing the amounts due in the accounts of the operators/concessionaires and managers of public transport identified by them.
- 5.2. The standard procedure for the distribution of funds collected by the sale of electronic credits from all clearing houses, including the ABASP COLLECTION SYSTEM, shall obey the receipt preferences that have already been recognized by it in favor of the private concessionaires of the METRO-RAIL SYSTEM, as well as other private concessionaires of said system that may be part of or obtain amounts from the ABASP COLLECTION SYSTEM, and have contracts executed with the GRANTING AUTHORITY on a date prior to the DATE OF SIGNATURE.
- 5.3. Observing the provisions of item 2.1.1 and under the terms of the Agreement regarding the use of BOM tickets, the resources from the remaining BOM credits for the METRO-RAIL SYSTEM are distributed daily between METRÔ and CPTM, according to percentages previously agreed between both companies, without any participation of the other metro-rail operators and the CONCESSIONAIRE.
- 5.4. The values of the single travel tickets (QR Code type) are collected and received exclusively by CPTM and METRÔ or by another entity that the GRANTING AUTHORITY determines, without any participation of the other metro-rail operators and the CONCESSIONAIRE.
- 5.5. Any entry of PASSENGERS on the LINES, even through the use of the BOM, observing the provisions of items 2.1.1 and 5.5.1, the system of single travel tickets (QR Code type) or card SMART (TOP or BU Card), or any other travel ticket authorized by the GRANTING AUTHORITY, will be computed for the purposes of calculating the amount to be allocated, by the CLEARING HOUSE, to the CENTRALIZED ACCOUNT, and the CONCESSIONAIRE must ensure consultation of the number of TRANSPORTED PASSENGERS. The management of the ticket offices and the counting of tickets will not be the responsibility of the CONCESSIONAIRE, considering that its remuneration will occur exclusively through the CENTRALIZED ACCOUNT.
- 5.5.1. The use of the BOM will last as long as authorized by the GRANTING AUTHORITY, even if its commercialization has ceased.
- 5.6. The transfer of funds from the CENTRALIZED ACCOUNT to the CONCESSIONAIRE'S FREE MOVEMENT ACCOUNT and the deductions related to the PERFORMANCE DISCOUNT and the reflections of the measurement of the PERFORMANCE INDICATORS will be carried out under the terms of EXHIBIT IX.
- 6. REIMBURSEMENT OF TRAVEL RIGHTS**
- 6.1. In the occurrence of any event that characterizes a contingency or emergency situation that imposes an interruption of the train circulation service (even if partial), the PASSENGER prevented from starting or completing his trip will be allowed to leave the paid area of the

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station, without losing his right to travel. The return, in any case, will be in a single TRAVEL PASS to be provided by the CONCESSIONAIRE, in accordance with the regulations to be established by ARTESP.

- 6.2. The need to replace a TRAVEL PASS, of the QR Code type or other authorized device, which is refused by the validator of the block, is included as a contingency, and its bearer must be forwarded by the CONCESSIONAIRE to the station's ticket office for replacement, or, if applicable, for the TRAVEL PASS to be excluded from the verification of the calculation, or even so that the CONCESSIONAIRE can give verification instructions at the place of purchase.

7. INCORPORATION OF THE CONCESSIONAIRE INTO THE COLLECTION SYSTEMS

- 7.1. With the signing of the AGREEMENT, observing the OPERATIONAL AND CHARGE INTEGRATION AGREEMENT of the SINGLE TICKET REVENUE SYSTEM, the CONCESSIONAIRE will be incorporated as one of the metro-rail operating companies, becoming part of the MANAGEMENT COMMITTEE and, in this condition:

- i. will participate, together with the operators/concessionaires and managers of public transport, in the inspection activities and in the stages of operation of the SINGLE TICKET REVENUE SYSTEM, in order to ensure the correct distribution and transfer of fare collection to the public operators and concessionaires of the METRO-RAIL SYSTEM;
- ii. it will participate, together with the operators/concessionaires and managers of public transport, in the establishment of the rules for the distribution of fare collection; and
- iii. will have deposited daily the amount provided for in EXHIBIT IX in the CENTRALIZING ACCOUNT, from the beginning of the COMMERCIAL OPERATION.

- 7.2. If the GRANTING AUTHORITY decides to change the form of management of the existing collection or ticketing in relation to the SERVICES, it may determine that the CONCESSIONAIRE is part of any new collection and ticketing systems, safeguarding the rights of the CONCESSIONAIRE provided for in this EXHIBIT and in the AGREEMENT, and may also, if applicable, receive amounts in the CENTRALIZED ACCOUNT resulting from the collection made with the Ticketing and Collection System – SBA, of the Association for the Support and Study of Ticketing and Collection in Public Passenger Transport Services of the State of São Paulo – ABASP, in the form of EXHIBIT IX.

8. POSSIBLE TRANSFER OF SYSTEM ADMINISTRATION

- 8.1. The GRANTING AUTHORITY may implement, directly or through third parties, a COLLECTION SYSTEM and ticketing of metropolitan transport, including the process of ticketing, collection and distribution of PUBLIC FARE amounts paid by PASSENGERS and access to the subway, rail, bus and trolleybus systems, by means of TRAVEL TICKETS or authorized devices, which include

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smart cards with stored credits, in the form of monetary values, travel rights or temporary passes.

8.2. Such system will allow the payment of remuneration to all transport operators that may participate and/or configurations and mechanisms related under the terms of this EXHIBIT, in a unified manner, with the funds collected resulting from the application of the respective PUBLIC TARIFFS established.

8.3. In this case, such a system should preferably include at least the functions of:

- i. issuance of smart cards and other TRAVEL PASS;
- ii. distribution and marketing of cards and other TRAVEL PASS, marketing and loading of monetary credits and operationalization of free benefits and fare reductions;
- iii. validation and updating of monetary and travel right credits for franchising access to the metropolitan transport systems of the MRSP and/or other regional entities; and
- iv. processing, management and consolidation of information on the collection and use of monetary credits and the flow of PASSENGERS, including access to the CLEARING HOUSE.

8.4. In the event of implementation of the COLLECTION AND SINGLE TICKET REVENUE SYSTEM of the Metropolitan Transport, a MANAGEMENT COUNCIL will be constituted, composed equally of representatives of each of the Transport Operators, public or private, whose main function will be to regulate, monitor and supervise the activities related to the operation of the new system.

9. CENTRALIZATION OF BOARDING INFORMATION AT STATIONS

9.1. The calculation of the number of PASSENGER boardings at the LINES stations will be carried out in an automated and centralized manner, based on the accounts made at the access blocks of the stations and at the counters and blocks of the passenger transfer lines, which are located at the transfer stations.

9.2. The automation of this information, in a complete way, will be decided by the GRANTING AUTHORITY, requiring interventions in the PASSENGER flow counters in transfer stations, which include :

- i. supply, by the CONCESSIONAIRE, where necessary, of hardware for counting PASSENGERS who access the services, through transfers, and respective installation of communication infrastructure in the existing molds of the accesses to the stations;

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- ii. in transfers, supply, by the CONCESSIONAIRE, where necessary, of locks and optical counters/cameras, as well as installation of communication infrastructure along the lines existing in the accesses to the stations;
 - iii. station/data center communication related to the accounting of access/transfer of PASSENGERS, and the CONCESSIONAIRE is responsible for contracting a data link responsible for the communication of the centralized passenger access control system of the stations to the GRANTING AUTHORITY's data center; and
 - iv. implementation of exit control through locks that allow the reading and validation of the TRAVEL PASS, when applicable, ensuring the CONCESSIONAIRE, in the latter case, the right to economic and financial rebalancing when such investments are not foreseen among the VENTURES, nor do they result from other contractual obligations;
- 9.3. The control of PASSENGERS' access to CPTM stations, excluding transfers, is carried out using ticket validators capable of processing the control of smart cards qualified as TRAVEL PASSES.
- 9.4. The GRANTING AUTHORITY shall make available to the CONCESSIONAIRE spare parts of the equipment referred to in item 9.3 (validators) and QR Code ticket readers, in a quantity to be defined later and sufficient for the CONCESSIONAIRE to replace these equipment using the respective spare parts made available, when damaged, sending them to the GRANTING AUTHORITY or to whomever it indicates, for repairs. The costs and expenses inherent to any modifications in the validators of the COLLECTION SYSTEM and SINGLE TICKET REVENUE SYSTEM shall be the responsibility of the GRANTING AUTHORITY, without prejudice to the following rules:
- 9.4.1. The validators of the TRAVEL PERMITS will be provided and implemented in the blocks by the GRANTING AUTHORITY. The infrastructure (channels and "dry" pipes) to allow the feeding and connection of these validators must be provided by the CONCESSIONAIRE, as well as an area in the technical rooms of the stations for the installation of a server rack, also provided and implemented by the GRANTING AUTHORITY, or to whomever it indicates, under the terms of EXHIBIT II.C.
 - 9.4.2. The CONCESSIONAIRE will be responsible for investments in lock lines and turnstiles, as well as their respective maintenance, and will also be responsible for the assembly, adaptation and maintenance of turnstiles and locks, as well as the infrastructure for the operation of the validators referred to in items 9.3 and 9.4 of this EXHIBIT. The CONCESSIONAIRE shall not provide Signal Concentrator Equipment (ECS) or servers to compose the COLLECTION SYSTEM and SINGLE TICKET REVENUE SYSTEM. No server or signal concentrator equipment will be provided by the CONCESSIONAIRE for the COLLECTION SYSTEM. The costs and expenses inherent to the supply, updates and maintenance of the validators, servers, software and other equipment of the

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COLLECTION SYSTEM shall be the responsibility of the GRANTING AUTHORITY, or whomever it indicates.

- 9.5. As a contingency for any communication failures in the automated system or inconsistency of information, the CONCESSIONAIRE, together with ARTESP, shall carry out the calculation of the mechanical rotations of blockages, pointing out the values in the interface of the GRANTING AUTHORITY's system, duly accompanied by the INDEPENDENT VERIFIER who will record the failures verified and contingencies applied.
- 9.6. The distribution and control of electronic service tickets and gratuities shall be carried out by the GRANTING AUTHORITY, and the CONCESSIONAIRE shall follow operational procedures determined for this purpose.
- 9.7. The CONCESSIONAIRE shall establish operational procedures for the use of free access control established in the applicable legislation, in accordance with EXHIBIT III.E, for the purpose of accounting as TRANSPORTED PASSENGERS, and issue reports to ARTESP and the GRANTING AUTHORITY with identification by benefit condition.
- 9.8. The GRANTING AUTHORITY reserves the right to carry out a sample survey of the use of SERVICE CARDS, applying a penalty if a deviation of purpose is found in its use.
 - 9.8.1. The release of blocking with ACCESS RELEASE CARDS of its employees will not be allowed, and the CONCESSIONAIRE must provide SERVICE CARDS and establish an operating procedure compatible with this condition.
- 9.9. The accesses of third-party service providers to the CONCESSIONAIRE, CPTM, or METRÔ, and to legal entities under the terms of EXHIBIT III.C, will not be counted as TRANSPORTED PASSENGERS, and in this case the CONCESSIONAIRE must also establish an operating procedure compatible with this condition, also considering other requests from the GRANTING AUTHORITY and ARTESP, whether for new providers, or to replace the current ones.
- 9.10. The GRANTING AUTHORITY's access control system will provide an interface so that the CONCESSIONAIRE can monitor the shipment and transfer data by blocking line and respective station.
 - 9.10.1. In case of failure to calculate the data, the amount to be adopted for transfer to the CENTRALIZED ACCOUNT will be calculated based on the average of the last four typical days (working days, Saturdays or Sundays/holidays) prior to the affected date. In the event of data recovery, a meeting of accounts will be made within 15 (fifteen) days from the reestablishment of the COLLECTION SYSTEM.
- 9.11. Both the *Smart Card* information of PASSENGER accesses, as well as the validations verified in the blocks, are transmitted by the validators, via the system's own network at the stations that

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connect to the CPTM physical network. As a contingency, the information can be sent via a specific link (internet).