

ANNEX 03 – DUE DILIGENCE PROCEDURES MANUAL

DUE DILIGENCE PROCEDURES MANUAL

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1. DEFINITIONS

- 1.1. Definitions. Capitalized terms in this ANNEX shall have the meanings assigned to them in ANNEX 1 – DEFINITIONS of the NOTICE of the COMPETITIVE PROCESS. Where applicable, the definitions in this Contract shall apply in both the singular and plural, shall include their verbal variations, and the masculine gender shall include the feminine and vice versa, without altering their meaning.

2. INTRODUCTION

- 2.1. This DUE DILIGENCE PROCEDURES MANUAL is intended to regulate the procedures and criteria to be followed for access to the DATA ROOM and interactions within the scope of the legal due diligence to be conducted by parties interested in participating in the COMPETITIVE PROCESS.
- 2.2. Access to the DATA ROOM shall be granted exclusively to ACCREDITED DUE DILIGENCE PARTICIPANTS and AUTHORIZED DUE DILIGENCE REPRESENTATIVES in accordance with this DUE DILIGENCE PROCEDURES MANUAL.
- 2.3. Non-confidential INFORMATION will be available in the PUBLIC REPOSITORY. In the DATA ROOM, only information considered confidential will be made available.
- 2.4. The INFORMATION available in the DATA ROOM is primarily in Portuguese, which will also be the language used in all interactions. ACCREDITED DUE DILIGENCE PARTICIPANTS shall be responsible for translating any INFORMATION they deem necessary and for arranging interpreters or any other translation resources.
- 2.5. Any expenses related to or arising from the due diligence process, including, without limitation, travel, accommodation, meals, translation services, and the hiring of consultants, shall be the sole responsibility of the ACCREDITED DUE DILIGENCE PARTICIPANTS, regardless of their actual participation in the COMPETITIVE PROCESS. The SELLER, the SPE, the DATA ROOM OPERATOR, and/or any Public Administration entities mentioned in the NOTICE shall bear no liability whatsoever for any consequences arising from the due diligence activities or for any failure of the ACCREDITED DUE DILIGENCE PARTICIPANT or their AUTHORIZED DUE DILIGENCE REPRESENTATIVES to carry out or participate in the COMPETITIVE PROCESS.
- 2.6. All procedures related to the DATA ROOM and REQUESTS FOR CLARIFICATION shall be coordinated by the DATA ROOM OPERATOR, which shall be responsible for organizing the access requests and REQUESTS FOR CLARIFICATION.
- 2.7. Any questions and/or concerns regarding this DUE DILIGENCE PROCEDURES MANUAL shall be submitted to the following email address: coepc2_2026@antt.gov.br.
- 2.8. This MANUAL OF DUE DILIGENCE PROCEDURES is complementary to the NOTICE of the COMPETITIVE PROCESS and the AGREEMENT FOR THE PURCHASE AND SALE OF SHARES AND OTHER COVENANTS – SPA. In the event of conflict, divergence or incompatibility between the provisions of this Manual and those contained in the NOTICE or the SPA, the provisions of the latter shall prevail.

3. DATA ROOM ADDRESS AND ACCESS

- 3.1. The DATA ROOM shall be available at the electronic address to be provided once the

requirements set forth in item 3.4 have been fulfilled.

3.1.1. While open, the DATA ROOM may be accessed 24 hours a day, 7 days a week.

3.2. In order to obtain access credentials to the DATA ROOM, the interested party must comply with the deadlines established in the DUE DILIGENCE PROCEDURE SCHEDULE made available in Item 6 below, and the following procedure:

- a) Fill in the DATA ROOM ACCESS FORM (DOC.01). The DATA ROOM shall remain fully accessible to persons approved as AUTHORIZED DUE DILIGENCE REPRESENTATIVES of the respective ACCREDITED DUE DILIGENCE PARTICIPANT;
- b) Appoint a team leader ("Team Leader") to represent the interested party, once ACCREDITED IN THE DUE DILIGENCE PROCEDURE, in submitting REQUESTS FOR CLARIFICATION;
- c) Execute and ensure that any engaged service providers also execute, through duly authorized legal representatives, the CONFIDENTIALITY AGREEMENT;
- d) Send the filled in DATA ROOM ACCESS FORM to the following email address: [•].

3.3. Access to the DATA ROOM shall be granted within five (5) business days after the DATA ROOM OPERATOR receives:

- a) the duly filled and signed DATA ROOM ACCESS FORM (DOC. 01), signed by a duly authorized legal representative; and
- b) the CONFIDENTIALITY AGREEMENT (DOC. 02), also signed by a duly authorized legal representative.

3.3.1. For clarification purposes, the CONFIDENTIALITY AGREEMENT (DOC. 02) must be signed only by the legal representatives of the legal entity to which they are affiliated, provided they have the authority to sign on behalf of the legal entity, as evidenced by the documentation to be submitted. Others are not required to sign the confidentiality agreement provided that their affiliation as a partner or employee of the legal entity is proven.

3.3.2. In the case of independent service providers who are not partners or employees of the interested legal entity, the CONFIDENTIALITY AGREEMENT must be signed by all individual service providers or by a legal representative of the legal entity providing the services. Employees of the legal entity providing the services do not need to sign the CONFIDENTIALITY AGREEMENT if they provide proof of their employment relationship.

3.3.3. If the documents listed in subitems (a) and (b) of item 3.2 above are not electronically signed using an ICP-certified digital certificate, the original physical versions must be submitted without fail within 48 (forty-eight) hours of receiving access to the DATA ROOM to ANTT, under penalty of having the access to the DATA ROOM suspended. Documents not electronically signed must bear notarized signatures.

3.3.4. The completion of the "TELEPHONE" field in the Access Form (Doc. 01) and in the List of Representatives of the Confidentiality Agreement (Doc. 02) is optional.

3.4. ANTT shall rule, in the event of a challenge, on decisions by the DATA ROOM

OPERATOR to deny accreditation or on any disputes regarding the accreditation process. ANTT may be contacted via email at: coepc2_2026@antt.gov.br

3.5. The DATA ROOM OPERATOR shall not disclose the identities or number of ACCREDITED DUE DILIGENCE PARTICIPANTS. Such information shall remain confidential and known only to the Public Authority.

3.6. ACCREDITED DUE DILIGENCE PARTICIPANTS shall be identified in the DATA ROOM by confidential identification codes.

4. ORGANIZATION AND OPERATION OF THE DATA ROOM

4.1. [The management of the DATA ROOM will observe the following distribution of competences:

- (a) the SELLER and the SPE are responsible for the selection, organization, updating and availability of the INFORMATION and documents under their responsibility, being responsible for their integrity, accuracy and completeness, under the terms of the Tender Protocol and the Purchase and Sale Agreement;
- (b) the DATA ROOM OPERATOR is exclusively responsible for the operational administration of the electronic platform, including user accreditation, access control, availability of documents received, management of the Q&A ENVIRONMENT and other activities of an administrative or technological nature, and is not responsible for the content of the information made available;
- (c) the COMMISSION is responsible for deciding on controversies related to the operation of the DATA ROOM, the availability of documents, the accreditation of interested parties, requests for clarification, as well as other issues provided for in this Manual or in the Notice.

4.2. The DATA ROOM shall contain the SPE's INFORMATION, organized in numerically ordered folders.

4.2.1. The DATA ROOM folder structure must observe, whenever applicable, the organization, numbering and nomenclature contained in the DOC. 03 – List of Files and Basic Documents for Prior Diligence, in order to faithfully reflect the classification of documents provided for in this Manual and facilitate their location by the ACCREDITED IN THE DILIGENCE PROCEDURE.

4.2.2. Every document, information or file made available in the DATA ROOM must be mandatorily linked: (i) to the respective numbered folder of the document structure provided for in the DOC. 03 – List of Files and Basic Documents for Prior Diligence; or (ii) the corresponding answer made available in the QUESTIONS AND ANSWERS ENVIRONMENT, when it is a document presented in response, complement, rectification or update of a certain REQUEST FOR CLARIFICATION.

4.2.3. It is forbidden to make documents, information or files available without the corresponding link provided for in the previous sub-clause, and the organization of the files must allow the identification of the origin, context and purpose of each document made available.

4.2.4. Exceptionally, upon prior and reasoned authorization from the COMMISSION, forms of organization or availability of documents other than those provided for in this Clause may be adopted, provided that the traceability, identification and ease of location of the

information by the ACCREDITED IN THE DUE DILIGENCE PROCEDURE are preserved.

- 4.3. All documents available in the DATA ROOM shall include user identification either when viewed on-screen or reproduced.
- 4.4. Documents in the DATA ROOM should preferably be provided in PDF format. The provision of INFORMATION in other formats is subject to prior authorization by the Competitive Process Commission.
- 4.5. The ACCREDITED DUE DILIGENCE PARTICIPANTS must use the QUESTIONS AND ANSWERS ENVIRONMENT within the DATA ROOM to submit questions regarding the INFORMATION provided by the SPE and ANTT.
 - 4.5.1. REQUESTS FOR CLARIFICATION submitted in a file format other than the template available under the “Q&A” tab in the DATA ROOM will not be accepted or answered.
 - 4.5.2. The ACCREDITED DUE DILIGENCE PARTICIPANTS shall not have their identity disclosed in the QUESTIONS AND ANSWERS ENVIRONMENT; the DATA ROOM OPERATOR shall identify them through confidential codes, which may only be matched to their identity by the Public Administration.
- 4.6. REQUESTS FOR CLARIFICATION related to SPE information shall be answered by the SPE, while those related to the Concession shall be answered by ANTT.
- 4.7. REQUESTS FOR CLARIFICATION shall be answered within five (5) business days.
- 4.8. The QUESTIONS AND ANSWERS ENVIRONMENT shall allow each REQUEST FOR CLARIFICATION to be organized in a single communication flow, including the initial question, the respective answer and, when necessary, the presentation of replies and rejoinders by the ACCREDITED IN THE DILIGENCE PROCEDURE, in order to enable the clarification, complementation or deepening of the subject matter of the original request. The platform must also allow the attachment of electronic files directly to the questions, answers, replies and rejoinders, which will become part of the history of the respective REQUEST FOR CLARIFICATION and will remain available for consultation by the ACCREDITED IN THE DUE DILIGENCE PROCEDURE, observing the provisions of this Manual regarding the confidentiality of information and the anonymity of the participants. Replies and rejoinders will remain linked to the original request.
- 4.9. The INFORMATION provided through the QUESTIONS AND ANSWERS ENVIRONMENT shall be for informational purposes only and shall not replace the provisions of the NOTICE of the COMPETITIVE PROCESS. Therefore, such INFORMATION shall not, under any circumstances, replace or supplement the terms and conditions of the said NOTICE.
- 4.10. The REQUESTS FOR CLARIFICATION, as provided for in Clause 4 of the NOTICE, must be submitted exclusively in accordance with the terms set forth therein and will not be answered through the QUESTIONS AND ANSWERS ENVIRONMENT.
- 4.11. General guidelines for using the QUESTIONS AND ANSWERS ENVIRONMENT:
 - a) Questions must be submitted individually and may not be subdivided into subitems;
 - b) All questions must be written in Portuguese and formulated in clear language; and

- c) Each question must be necessarily associated with a directory or document available in the DATA ROOM.
- 4.12. REQUESTS FOR CLARIFICATION must be submitted no later than ten (10) business days prior to the PUBLIC SESSION of the COMPETITIVE PROCESS, in compliance with the general guidelines set out above.
- 4.13. In order to ensure equal treatment for all ACCREDITED DUE DILIGENCE PARTICIPANTS, the REQUESTS FOR CLARIFICATION submitted via the QUESTIONS AND ANSWERS ENVIRONMENT and their respective responses will be published in the DATA ROOM, so they are available to all. The publication of such communications shall adhere to the principle of confidentiality; the authors of the questions may not be identified.
- 4.14. The SPE and/or the SELLER reserve the right not to answer questions whose answers are contained in the documentation provided, or those that have already been answered previously, and will instead simply indicate the location or document where the information can be found, with proper indication of the folder, document, version and page.
- 4.15. In the event provided for in the prior subclause, the interested party may submit the issue to the Commission, which shall have five (5) business days to decide on the matter. The Commission shall be contacted via email at coepc2_2026@antt.gov.br.
- 4.16. The SELLER and the SPE shall be jointly liable for the information contained in the QUESTIONS AND ANSWERS ENVIRONMENT, in the event of willful misconduct or fraud in the disclosure or deliberated omission of information.
- 4.17. Whenever the download of documents or files made available in the DATA ROOM is authorized, the DATA ROOM OPERATOR must adopt mechanisms that enable the traceability of the origin of each file made available to each ACCREDITED IN THE DILIGENCE PROCEDURE.
- 4.18. Whenever technically possible, the files made available for download must contain an individualized watermark, visible or not, capable of identifying the ACCREDITED IN THE DUE DILIGENCE PROCEDURE responsible for the respective download, as well as other information that allows the traceability of the file.
- 4.19. For files in formats that do not support the insertion of a watermark, such as TXT, REC or others of an equivalent nature, the DATA ROOM OPERATOR must provide an individualized version of the file for each ACCREDITED IN THE DUE DILIGENCE PROCEDURE, containing a unique identifier, visible or not, linked to the access and download records of the platform, or other technological mechanism that ensures the unequivocal identification of the origin of the file and its traceability.
5. STEP-BY-STEP GUIDE FOR DATA ROOM ACCESS BY ACCREDITED DUE DILIGENCE PARTICIPANTS
- 5.1. The AUTHORIZED DUE DILIGENCE REPRESENTATIVES, now USERS, will receive an “invitation email” from the DATA ROOM to gain access.
- 5.2. Upon receiving the “invitation email,” the USER must register and, during the first access to the DATA ROOM, the USER shall create a personal password. The creation of a personal password is an essential requirement for continued access to the DATA ROOM by the USER. The “username” will remain the USER’s email address.

5.3. Using their “username” and personal password, the User may access the DATA ROOM.

5.4. Support for the use of the DATA ROOM will be available by phone at (11) 2565-7013 and by email at dataroom.leilao@b3.com.br, throughout the entire period during which the DATA ROOM is available.

6. SCHEDULE OF THE DUE DILIGENCE PROCEDURE

6.1. The DATA ROOM schedule will follow the one provided in ANNEX II to the NOTICE:

6.2. The events set forth in the SCHEDULE OF THE DUE DILIGENCE PROCEDURE and in this DUE DILIGENCE PROCEDURES MANUAL are directly subject to the execution and success of the various stages of the COMPETITIVE PROCESS.

6.3. In the event of unforeseen circumstances, fortuitous events, force majeure, and/or other unforeseeable, exceptional, and/or extraordinary acts, facts, and/or events, the COMMISSION may review, postpone, amend, suspend, extend, and/or revoke the SCHEDULE FOR THE DUE DILIGENCE PROCEDURE.

7. DOCUMENTS TO BE MADE AVAILABLE IN THE DATA ROOM

7.1. ANTT will include in the PUBLIC REPOSITORY all administrative proceedings relating to the CONCESSIONAIRE’s Concession Agreement, from the start of the concession, as well as documents relating to the project to optimize the Concession Agreement, except as provided for in 7.2.1.

7.2. The SELLER and the SPE will make available in the DATA ROOM, at a minimum, the files and documents listed in the DOC.03 - List of Basic Files and Documents for Due Diligence.

7.2.1. All documents and related files in the DOC. 03 – List of Files and Basic Documents for Prior Diligence must be fully available in the DATA ROOM from its opening to ACCREDITED IN THE DUE DILIGENCE PROCEDURE

7.2.2. The SELLER and SPE shall keep the information made available in the DATA ROOM permanently updated until the Disclosure Deadline, by updating, rectifying or complementing the documents previously made available, as well as, when applicable, the inclusion of new documents in the cases provided for in sub-clause 7.2.3, in order to ensure the completeness, consistency and timeliness of the information made available.

7.2.3. After opening the DATA ROOM, the inclusion of new documents or files will be restricted to the following cases:

- (a) Updating or rectification of documents previously made available; availability of documents intended to respond to or complement REQUESTS FOR CLARIFICATION formulated in the QUESTIONS AND ANSWERS ENVIRONMENT;
- (b) compliance with a supervening legal, regulatory, judicial or administrative determination; or
- (c) occurrence of a supervening fact that makes it necessary to disclose a relevant document or information, subject to the provisions of this Manual.

7.2.4. It is forbidden to include, after the opening of the DATA ROOM, documents that would

be part of the list provided for in the DOC. 03 – List of Files and Basic Documents for Prior Diligence and that, without substantiated justification, were no longer made available at the initial moment of opening the environment, except with express authorization from the COMMISSION.

7.2.5. Any inclusion, update or exclusion of a document must remain registered on the platform, indicating the date, time and person responsible for the operation.

7.2.6. In addition to the subclauses above, documents related to the SELLER's arbitration proceedings with private parties (other than Public Authority), as they may be protected by confidentiality clauses, will only be made available upon express manifestation of interest by the ACCREDITED DUE DILIGENCE PARTICIPANTS and by obtaining the authorizations required by the arbitration agreement, by the applicable regulation or by the respective Arbitral Tribunal.

7.2.7. Also exceptionally, with respect to contracts currently in force or with future effect, the SELLER shall make available in the DATA ROOM those whose total value is equal to or greater than BRL 1,000,000.00 (one million reais). Contracts of lesser value shall be included in the DATA ROOM:

- a) upon assessment of their legal, economic, or operational relevance by the Seller or SPE; or
- b) upon specific request by the ACCREDITED DUE DILIGENCE PARTICIPANTS, to be formalized in the Q&A ENVIRONMENT through REQUESTS FOR CLARIFICATION.

7.3. Only information, documents and records made available in the Data Room until November 6, 2026 ("Disclosure Deadline") will be considered to have been regularly disclosed to Buyer.

7.4. Documents, information, or records entered, altered, or made available in the Data Room after the Disclosure Deadline will not be deemed disclosed to Purchaser for purposes of qualifying the Representations and Warranties, excluding Seller's liability, or limiting Purchaser's indemnification rights, unless expressly accepted in writing by Purchaser.

7.5. After the Disclosure Deadline, only documents may be inserted for the correction of material error, compliance with a supervening legal or regulatory determination or updating of information whose disclosure is mandatory by law or contract, in which case such documents will not change the allocation of risks provided for in the Purchase and Sale Agreement, unless expressly agreed by the Purchaser.

7.6. The failure to provide a document whose disclosure was mandatory under the terms of this Manual may not be invoked by the Seller to exclude liability arising from the representations and warranties provided for in the Purchase and Sale Agreement.

8. CONFIDENTIALITY

8.1. The ACCREDITED DUE DILIGENCE PARTICIPANTS and each of the AUTHORIZED DUE DILIGENCE REPRESENTATIVES are subject to the provisions of the CONFIDENTIALITY AGREEMENT. Without prejudice to the obligations arising from the CONFIDENTIALITY AGREEMENT, such information must be used by the ACCREDITED DUE DILIGENCE PARTICIPANTS and by the AUTHORIZED DUE DILIGENCE REPRESENTATIVES exclusively to support their analyses and assessments in preparing their proposal within the scope of the COMPETITIVE PROCESS and the PUBLIC SESSION.

DOC. 01 – DATA ROOM ACCESS FORM

[City], [month] [day], [year].

To

(DATA ROOM OPERATOR)

Ref.: Request for access to the DATA ROOM Dear Sirs,

As the duly authorized legal representative of [name and identification of the interested party], we hereby request access to the DATA ROOM for the following AUTHORIZED DUE DILIGENCE REPRESENTATIVES (including the Team Leader):

#	COMPANY	NAME	POSITION	PHONE	EMAIL
1					
2					
3					
4					
...					
...					
...					
...					
20					

Team Leader:

#	COMPANY	NAME	POSITION	PHONE	EMAIL
1					

Sincerely,

CORPORATE NAME OF THE INTERESTED PARTY:

CNPJ:

Full name(s) of the legal representative(s) – CPF (Taxpayer No.) and RG (ID No.) (or Passport, as applicable).

DOC. 02 – CONFIDENTIALITY AGREEMENT

[City, date]

DATA ROOM OPERATOR

Dear Sirs, WHEREAS:

VIA BRASIL BR-163 (“SPE” or the “CONCESSIONAIRE”) is responsible for the Concession Contract – ANTT Concession Notice No. (“CONTRACT”), entered into with the Brazilian National Land Transportation Agency (“ANTT”), which governs the operation of infrastructure, provision of public services and execution of works, including the recovery, maintenance, monitoring, conservation, operation, expansion, improvement, and operation of the highway system comprising sections of the BR-163/MT highway (the “CONCESSION”);

In 2024, ANTT requested the initiation of a consensual dispute resolution procedure before the Federal Accounting Court (TCU), pursuant to Normative Instruction No. 91/2022, with the aim of enabling the resolution of the dispute among the Ministry, ANTT, and the SPE regarding the amendments proposed by the SPE to the CONTRACT.

On 01/21/2026, TCU issued Appellate Decision No. 11/2026 – full bench, approving a negotiated settlement between the SPE, the Ministry of Transportation, and ANTT within the scope of the consensual resolution procedure. The decision sets forth the conditions for the continuation of the CONCESSION, subject to the execution of a competitive process to select a potential purchaser of all [●] shares issued by the SPE, representing 100% (one hundred percent) of its share capital (the “SHARES”), currently held by the SELLER.

Pursuant to the TCU’s decision, ANTT published, on [●], the call notice for the initiation of the Competitive Process to select a potential purchaser of the Shares (the “COMPETITIVE PROCESS”);

The [INTERESTED PARTY], [qualification] (“INTERESTED PARTY”), wishes to access the information made available by the SPE in the context of the COMPETITIVE PROCESS in order to assess its potential participation in such procedure (or to assist in the assessment of such potential participation).

WE HEREBY UNDERTAKE to comply with the obligations set forth in this Confidentiality Agreement (“CONFIDENTIALITY AGREEMENT”), in accordance with the following provisions:

CHAPTER I

CONFIDENTIALITY

The INTERESTED PARTY undertakes to maintain the strictest confidentiality with respect to all information made available by the SPE within the virtual data room of the COMPETITIVE PROCESS (“DATA ROOM”), as well as any information accessed during technical site visits to the concession area. Such information includes any data, materials, models, documents, innovations, trade secrets, trademarks, strategies, reports, and technical, financial or commercial specifications, whether written, verbal, photographic, electronic or provided by any other means (“CONFIDENTIAL INFORMATION”).

The INTERESTED PARTY shall use the CONFIDENTIAL INFORMATION exclusively for the purpose of assessing its potential participation in the COMPETITIVE PROCESS.

The INTERESTED PARTY shall not disclose any CONFIDENTIAL INFORMATION to third parties, except to its own representatives who are directly involved in the COMPETITIVE PROCESS, as listed in the Sole ANNEX to this CONFIDENTIALITY AGREEMENT (the “Representatives”). For clarity, the term “Representatives” does not include representatives of service providers hired to support the assessment of a third party’s potential participation in the COMPETITIVE PROCESS; such service providers are required to sign a separate CONFIDENTIALITY AGREEMENT through their duly authorized legal representatives.

The confidentiality obligation set forth herein, along with all conditions under this CONFIDENTIALITY AGREEMENT, shall apply equally to the Representatives.

The INTERESTED PARTY assumes full and direct responsibility for its Representatives’ involvement in the COMPETITIVE PROCESS, and for their compliance with this CONFIDENTIALITY AGREEMENT, and shall take all necessary precautions to prevent them from using the CONFIDENTIAL INFORMATION for their own benefit or that of third parties.

The INTERESTED PARTY shall store all CONFIDENTIAL INFORMATION in a secure location and ensure adequate protection against theft, robbery, damage, loss or unauthorized access.

If not selected as the successful bidder in the COMPETITIVE PROCESS, the INTERESTED PARTY shall destroy all tangible CONFIDENTIAL INFORMATION received concerning the COMPANY.

CHAPTER II

TERM

The obligations set forth in this CONFIDENTIALITY AGREEMENT shall become effective as of the present date and remain fully valid, binding, irrevocable and irreversible for a period of three (3) years from the closing date of the DATA ROOM.

CHAPTER III

BREACH OF AGREEMENT

Any breach of the obligations set forth in this CONFIDENTIALITY AGREEMENT shall subject the INTERESTED PARTY to civil, criminal and/or administrative penalties as provided under the laws of the Federative Republic of Brazil, and the SPE, its representatives, the SELLER, and/or any third party harmed may seek appropriate judicial and/or extrajudicial remedies to prevent or remedy such breaches.

In the event of a breach of the confidentiality obligations under this Agreement, the breaching party shall pay an indemnification fine to the SELLER or the SPE, in the amount of BRL 100,000.00 (one hundred thousand Brazilian Reais), without prejudice to any additional damages that may be proven.

If the breach is deemed severe or repeated, the fine may be increased up to BRL 1,000,000.00 (one million Brazilian Reais), without prejudice to other applicable measures.

The INTERESTED PARTY shall indemnify the SPE, its representatives, the SELLER, ANTT, and any third parties harmed for any and all damages, losses, harm, or liability imposed on them in connection with claims, actions, damages, losses, costs, and expenses incurred as a result of any breach of this CONFIDENTIALITY AGREEMENT.

CHAPTER IV

GENERAL PROVISIONS

If any provision set forth herein is deemed prohibited or invalid under the laws of the Federative Republic of Brazil, such provision shall be considered ineffective to the extent of such prohibition or invalidity, without thereby invalidating or affecting the remaining terms of such provision or the other provisions of this CONFIDENTIALITY AGREEMENT. The INTERESTED PARTY hereby agrees to the replacement of any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that produces, to the extent possible, the same economic effect as the provision deemed invalid, illegal, or unenforceable.

If the INTERESTED PARTY is required, by court order or determination of other competent authorities, to disclose the CONFIDENTIAL INFORMATION, the SPE must be immediately notified.

The INTERESTED PARTY shall cooperate with the SPE, to the extent legally permitted, in any initiatives the SPE may take to prevent the disclosure of CONFIDENTIAL INFORMATION or to request its confidential treatment.

The CONFIDENTIAL INFORMATION is and shall remain the sole and exclusive property of the SPE, which grants no rights, whether express or implied, to the INTERESTED PARTY over any CONFIDENTIAL INFORMATION.

The INTERESTED PARTY shall bear its own costs and expenses incurred in complying with the obligations arising from this CONFIDENTIALITY AGREEMENT, as well as in connection with its participation in the COMPETITIVE PROCESS.

This CONFIDENTIALITY AGREEMENT shall be binding upon and enforceable against the INTERESTED PARTY's successors, on any legal grounds.

This CONFIDENTIALITY AGREEMENT shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil, and any disputes arising herefrom shall be submitted to the jurisdiction of Brasília/DF, with the express waiver of any other, however privileged it may be.

[INTERESTED PARTY]

By:
Position:

By:
Position:

Witnesses:

Name:
CPF/ME:

Name:
CPF/ME:

SOLE ANNEX to the
CONFIDENTIALITY AGREEMENT

LIST OF REPRESENTATIVES OF THE INTERESTED PARTY

#	NAME	POSITION	PHONE	EMAIL
1				
2				
3				
4				
...				
...				
...				
...				
20				

DOC. 03 – LIST OF BASIC DOCUMENTS AND FILES FOR DUE DILIGENCE

1. SPE'S CORPORATE INFORMATION
 - 1.1 Bylaws in force and all previous amendments;
 - 1.2 Minutes of General Meetings, Meetings of the Board of Directors and other corporate bodies, since the constitution of the SPE;
 - 1.3 Registered Shares Registration Book, Registered Shares Transfer Book and updated list of shareholders, indicating the number and type of shares held by each shareholder;
 - 1.4 Corporate organizational chart of SPE and its economic group, including direct and indirect controllers;
 - 1.5 Shareholders' agreements, investment instruments, call or put options, preemptive rights, veto rights or any instruments that affect the ownership, transfer or exercise of political or economic rights over SPE's shares.
 - 1.6 Business registration certificates and updated SPE registration documents.
2. CONCESSION AGREEMENT AND REGULATORY DOCUMENTS
 - 2.1 Current Concession Agreement, respective annexes, addendums and integral documents.
 - 2.2. Original concession notice, winning proposal, original business plan and economic-financial documents presented at the time of the bidding.
 - 2.3. All relevant administrative processes related to the Concession Agreement, including ordinary, extraordinary and five-year reviews, economic and financial rebalancing, pending claims, ANTT decisions, concessionaire statements and official communications.
 - 2.4. Inspection reports, infraction notices, notifications, terms of occurrence registration, sanctioning decisions, administrative appeals and other documents related to contractual or regulatory breaches.
 - 2.5. Road Exploration Program and its updated versions, when applicable.
 - 2.6. Monitoring reports, regulatory indicators, performance parameters, road safety, user service and other obligations provided for in the Concession Agreement.
 - 2.7. Documents referring to the process of optimization, renegotiation, consensual solution or amendment of the Concession Agreement, including documents submitted to ANTT, the Ministry of Transport, the TCU and other competent bodies.
 - 2.8. Judgments, decisions, votes, opinions, technical notes and other documents issued by the TCU, ANTT, Ministry of Transport or other public bodies related to the concession.
3. ECONOMIC, FINANCIAL AND ACCOUNTING INFORMATION
 - 3.1. Audited financial statements of SPE, since its incorporation, accompanied by the respective opinions of the independent auditors.
 - 3.2. Latest monthly trial balances and interim financial statements.
 - 3.3. Accounting audit reports, internal control letters, reports of recommendations from independent auditors and management responses.
 - 3.4. Current budget, projected cash flow, updated business plan and economic and financial projections used by the SPE, Seller or its advisors.
 - 3.5. List of accounts payable and accounts receivable, with indication of maturity, counterparty, nature, amount and any delay.
 - 3.6. Financial indebtedness ratio, including creditor, outstanding balance, maturity, guarantees, covenants, early maturity events and conditions related to the change of control.
 - 3.7. Financial monitoring reports, management reports, liquidity indicators, indebtedness, capex, opex, tariff revenue and ancillary revenues.
 - 3.8. List of fixed assets, intangibles and assets linked to the concession, with indication of location, book value, depreciation/amortization and applicable restrictions.

4. RELEVANT CONTRACTS

- 4.1. Consolidated matrix of contracts in force or with future effects, containing, at least, parts, object, term, value, form of remuneration, guarantees, hypotheses of termination, penalties, existence of a change of control clause and need for third-party consent.
- 4.2. Financing agreements, loans, debentures, guarantees, guarantees, sureties, letters of credit, surety bonds and other debt or guarantee instruments.
- 4.3. Contracts with related parties, regardless of value.
- 4.4. Contracts whose global value is equal to or greater than R\$ 1,000,000.00.
- 4.5. Contracts with a value of less than R\$ 1,000,000.00 that are relevant from a legal, economic, operational, regulatory or strategic perspective.
- 4.6. Contracts that contain a clause for change of corporate control, need for prior consent, right of termination, early expiration, renegotiation obligation or any restriction applicable to the transfer of control of SPE.
- 4.7. Contracts for operation, maintenance, conservation, monitoring, works, supply, technology, collection, tolls, user service, insurance, ancillary revenues and other contracts essential to the continuity of the concession.
- 4.8. Contracts with public entities, agreements, terms of cooperation, authorizations, permissions, operational adjustments or instruments entered into with public entities.

5. TAXES

- 5.1. Relevant federal, state and municipal tax declarations and bookkeeping, since the constitution of the SPE or for the legally required period.
- 5.2. Certificates of tax and social security regularity.
- 5.3. Report of tax contingencies, including administrative and judicial proceedings, amounts involved, loss prognosis and provisions constituted.
- 5.4. Infraction notices, tax notifications, installments, tax transactions, compensations, tax benefits, special regimes and relevant discussions with tax authorities.

6. LIABILITIES, CONTINGENCIES AND LITIGATION

- 6.1. Consolidated matrix of judicial, arbitral and administrative contingencies, containing case number, parties, object, amount involved, provisioned amount, loss forecast, procedural phase and responsible advisors.
- 6.2. List of all relevant judicial, arbitral and administrative proceedings to which SPE is a party.
- 6.3. Full copy of judicial, arbitral and administrative proceedings with an amount involved or potential impact greater than R\$ 100,000.00.
- 6.4. Infraction notices, sanctioning proceedings, conduct adjustment terms, administrative agreements, regulatory notifications, civil investigations, proceedings before Public Prosecutors' Offices, Courts of Auditors and control bodies.
- 6.5. Internal or external reporting on contingencies, provisions, legal risks, and potential liabilities.
- 6.6. Documents related to arbitration proceedings, subject to the applicable confidentiality restrictions.

7. LICENSES, PERMITS AND ENVIRONMENT

- 7.1. Environmental licenses, authorizations, grants, conditions, renewals, protocols and communications with environmental agencies.
- 7.2. Reports of compliance with environmental conditions.
- 7.3. Environmental infraction notices, notifications, terms of commitment, terms of adjustment of conduct and environmental administrative or judicial procedures.
- 7.4. Environmental audit reports, environmental studies, environmental programs, identified environmental liabilities and mitigation or compensation measures.

7.5. List of contaminated areas, known environmental liabilities, interference in protected areas, affected communities or relevant socio-environmental restrictions.

8. REAL ESTATE, RIGHT-OF-WAY AND OPERATING ASSETS

8.1. List of real estate, operational areas, facilities, buildings, bases, toll plazas, service stations and other relevant physical assets.

8.2. Documents of ownership, possession, assignment, expropriation, easement, occupation, use authorizations and other instruments related to the properties and areas linked to the concession.

8.3. List of land disputes, ongoing expropriations, irregular occupations, interferences, possessory liabilities and disputes involving the right of way.

8.4. List of reversible assets, assets linked to the concession and assets essential to the provision of public service.

9. LABOR, SOCIAL SECURITY AND HUMAN RESOURCES

9.1. List of employees (can be anonymized), positions, salaries, benefits, length of service, place of assignment and hiring regime.

9.2. Applicable compensation, bonus, benefits, job and salary plans, and collective bargaining agreements.

9.3. Labor lawsuits, infraction notices, proceedings before the Ministry of Labor, the Labor Public Prosecutor's Office and unions.

9.4. Labor and social security liabilities, provisions, agreements, pending obligations and relevant contingencies.

9.5. List of key employees, contracts of managers, directors, consultants, relevant contractors and any obligations arising from the change of control.

10. INSURANCE AND GUARANTEES

10.1. Current insurance policies, including covered risks, insured amount, deductibles, duration, exclusions, claims and pending issues.

10.2. Contractual guarantees, performance guarantees, surety bonds, bank guarantees, letters of credit and other instruments provided in favor of ANTT, financiers, suppliers or third parties.

10.3. History of claims, claims received or pending, and relevant communications to insurers.

11. COMPLIANCE, GOVERNANCE AND INTEGRITY

11.1. Compliance, integrity, anti-corruption, anti-money laundering, conflict of interest and relationship with public officials policies.

11.2. Internal investigations, audits, complaints, investigation procedures, disciplinary measures and communications to public authorities, when existing and relevant.

11.3. Internal audit reports, internal controls, risk matrix and corporate governance documents.

12. TECHNOLOGY, DATA AND OPERATING SYSTEMS

12.1. List of relevant technology systems for collection, operation, inspection, user service, traffic control, monitoring, accounting and management.

12.2. Software licensing agreements, maintenance, support, hosting, data processing, toll systems, and operational technology.

12.3. Information security policies, data protection, relevant incidents and operational continuity measures.

13. INTELLECTUAL PROPERTY

13.1. Trademarks, trade names, internet domains, proprietary software, licenses, copyrights, registered projects or other intellectual property assets effectively used or relevant to the operation of the SPE.

13.2. Any disputes, notices, or restrictions regarding the use of intellectual property.

14. TARIFF AND NON-TARIFF REVENUES

14.1. Reports on fare collection, traffic, evasion, delinquency, exemptions, discounts and ancillary revenues.

14.2. Contracts and authorizations related to non-tariff revenues, commercial exploitation of the right-of-way, advertising, fiber optics, accesses, occupations, ancillary services and other sources of revenue.

14.3. Demand projection reports, traffic studies and documents that support projected revenues.

15. ADDITIONAL DOCUMENTS

15.1. Any other documents, information or records relevant to the assessment of the legal, regulatory, economic-financial, operational, environmental, labor, tax or patrimonial situation of the SPE.

15.2. Additional documents requested by the Accredited in the Due Diligence Procedure through the Q&A Environment, provided that they are considered pertinent by the SPE, Seller or Competitive Process Commission, as the case may be.